Viewport.ai

Viewport Maintenance Program

Effective: 2023

Document number: RSG-AGR-LEG-RSG-5840

Table of Contents

1   Overview

Radial Software Group (Radial SG) is dedicated to the success of our customers by providing timely response and resolution to problems with Radial SG software products. Radial SG's highly skilled support engineers are well versed not only in Radial SG's Viewport Server architecture and all of Radial SG's software products, but also in a broad spectrum of third-party platforms and applications. Our support staff can be reached by e-mail, via our support website or by telephone.

Radial SG Support Center

E-mail: support@radialsg.com

Website: http://support.radialsg.com

Telephone: +31 88 77 22 112
(Monday – Friday 9:00 – 17:00 CET)

As part of our dedication to customer success, we provide several levels of support that includes workshops to discover areas of improvement and possibilities to add value using our products.

This document describes our maintenance and support programs.

2   Definitions

In addition to the definitions mentioned in the <u>End-User License Agreement (EULA)</u>, which are also applicable to this Maintenance Program, the following words and expressions are capitalized. Any of the following words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa.

- "<u>Authorized Contact</u>" means a contact person appointed by Customer. Persons from Customer that are not an Authorized Contact may not contact Radial SG regarding commercial or support issues directly, unless agreed upon otherwise.
- "<u>Custom Components</u>" means software provided by Radial SG that is not included in released packages of Licensor Software, including but not limited to connectors, connector scripts, custom configuration files, labeler scripts, custom reports, custom stylesheets and plugins.
- "<u>Customer</u>" means anyone who requests and orders Maintenance to the Supported Software and is specified in the order form. This must be the same as the Licensee.
- "<u>Error</u>" means a reproducible failure to fulfill functional specifications, as set down in writing by Radial SG, of the Supported Software.
- "<u>Error Severity</u>" is a classification of Errors into one of the following severity levels:
    o "<u>Severity 1</u>" means an emergency production situation where the Supported Software is totally inoperable or fails catastrophically and there is no Workaround available.
    o "<u>Severity 2</u>" means a detrimental situation where (a) performance under reasonable loads causing a severe impact on use of the Supported Software, (b) the Supported Software is Incomplete; or (c) one or more mainline functions or commands is inoperable and no Workaround is available.
    o "<u>Severity 3</u>" means that the Supported Software is usable, but does not provide a function in the most convenient manner.
    o "<u>Severity 4</u>" means a minor problem or documentation error, which is reasonably correctable by a documentation change or by a future release from Radial SG as part of the regular release cycle.
- "<u>Error Report</u>" means a report issued to Radial SG Support Center by an Authorized Contact, containing a detailed description of an Error and steps to reliably reproduce the Error, including but not limited to required input material such as files, data records, and manual data entries, browser name and version, operating system, device used, and software version numbers. The Error must be reproducible in the same version of the Supported Software that is running on a machine that Radial SG Support staff has full administrative access to; the machine can be internal (provided and hosted by Radial SG) or external (provided by Customer or a third party).
- "<u>Fallback Scenario</u>" means the possibility to continue business processes with an alternative system in the event Errors arise.
- "<u>General Available Software</u>" (or "<u>GA Software</u>") means a versioned Supported Software package made available by Radial SG for downloading via an official download location, including but not limited to the Radial SG Partner Portal, that is not marked as "alpha", "beta", "hotfix", "sunsetted", "unsupported" or "out of support", versioned using at least a major and minor version possibly supplemented with a build identifier (number or date).
- "<u>Hotfix</u>" means a Supported Software package, provided to Customer by Radial SG in response to an Error Report, which is not part of the regular release cycle for GA Software. Hotfixes may or may not include a version number.

- "Initial Response" means the first response issued to Customer by Radial SG Support Center after receiving an Error Report.
- "Licensor Software" means software products issued by Radial SG
- "Maintenance" consists of:
    o Preventive Maintenance: the prevention of potential Errors in the Supported Software;
    o Corrective Maintenance: the correction of Errors in the Supported Software which rise during the normal use of GA Software;
    o Constructive Maintenance: providing new or modified functionality in the Supported Software
- "Radial Software Group" or "Radial SG" means Radial Software Group B.V. and its rightful successors, affiliated organizations and/or Partners that will enter into an agreement with Customer.
- "Remote Support" means Support performed from the Radial SG offices or from Radial SG personnel's home offices, usually by means of screensharing or remote control.
- "Resolution" means remediation of an Error in Supported Software via a Hotfix release or a GA Software release.
- SaaS means "Software as a Service", the software delivery model in which Radial SG Supported Software is hosted by Radial SG or a qualified third party.
- "Service Hours" means the hours that Radial SG staff is available for providing Support according to the Service Level agreed upon between Customer and Radial SG in this document.
- "Service Level" means set of included services and the time and manner in which Radial SG will strive to deliver these services to the to Customer.
- "Service Request" means submitting a question related to operation or configuration of the Supported Software or submitting an Error Report to Radial SG Support staff.
- "Software Updates" means GA Software that has the same major and minor version number and a later release date than Software currently in use by Licensor, that may contain bug fixes and/or minor enhancements.
- "Software Upgrades" means GA Software that has a higher major version or an equal major version but a higher minor version number, than the Software currently in use by Licensor, that may contain bug fixes and/or enhancements.
- "Software Deployment" means activities, paid or unpaid, to install software, including but not limited to Supported Software and required third-party software, and/or adjusting the configuration of the installed software to ensure correct functioning, executed by Radial SG, Customer or a third party.
- "Supported Software" means Licensor Software and/or Custom Components delivered by Radial SG (as made available via Radial SG Partner portal) that are supported according to the maintenance level as defined in this Agreement, excluding required third-party software including but not limited to relational database management systems and operating systems.
- "Support" consists of one or more of the following types of support activities:
    o "First Line Support": Verbal and/or written advice by Customer to Users with reference to the technical and functional aspects of the Supported Software. First Line Support includes the reporting of Errors by Users to Customer's Authorized Contact(s).
    o "Second Line Support": Verbal and/or written advice by Radial SG Support staff to Customer's Authorized Contact(s) with reference to the technical and functional aspects

of the Supported Software. Second Line Support includes the issuing of Error Reports by Customer's Authorized Contact(s) to Radial SG.

- o <u>"Third Line Support"</u>: Verbal and/or written advice by Radial SG Technical Support staff to Customer's Authorized Contact(s) with reference to development aspects of the Supported Software.
- <u>"Users"</u> means end users and administrators of the Supported Software
- <u>"Workaround"</u> means an emergency solution or work around solution on the basis of which business processes can continue wholly or partially.

3　The Maintenance Program

The following terms, policies and conditions apply to the provision of Maintenance and Support in addition to the terms of the Viewport End-User License Agreement (EULA) and the Sales Order Form.

3.1　General

3.1.1　Radial SG commits itself directly and/or indirectly (through a third party) to provide Maintenance and Support on the Supported Software during Service Hours.

3.1.2　Radial SG will provide Second Line Support and Third Line Support to Customer. Customer is obligated to provide First Line Support.

3.1.3　Radial SG is authorized to refuse Maintenance and/or Support and cancel its other obligations that may flow from the Agreement if:
  a)　the Supported Software provided by Radial SG or the environment in which the Supported Software operates are altered by Customer in any way or form, without the written permission from Radial SG;
  b)　Maintenance and/or Support is required as a result of incorrect use of the Supported Software or the result of circumstances which lie outside of the Supported Software;
  c)　circumstances arise which may endanger the safety of Radial SG employees or those of a third party acting on behalf of Radial SG.

3.1.4　In the event of a circumstance as set out in article 3.1.3 a) and b) Radial SG can offer to provide Maintenance and Support on the basis of subsequent calculation.

3.1.5　Any activities performed by Radial SG on the basis of this Agreement will be performed during Service Hours. On request of Customer activities can be performed outside of Service Hours against an additional fee.

3.1.6　Software Deployment and services that are unrelated to maintenance or support, are explicitly excluded from the Maintenance and Support activities specified in this agreement. Radial SG offers consultancy services to deliver these services on request, based on subsequent calculation.

3.1.7　This agreement includes the right to use Software Updates and Software Upgrades as replacements for existing copies, whether provided under Maintenance, Warranty or which are provided for any other reason by Radial SG, or Radial SG's authorized resellers or distributors (if applicable); Software Updates are subject to Customer's license agreement limitations and restrictions as agreed upon with Radial SG.

3.1.8　Radial SG is not obliged to meet agreed upon Service Levels if payment regarding Maintenance and Support is overdue.

3.2　Preventive Maintenance

3.2.1　Preventive Maintenance will only take place on initiative of Radial SG.

3.2.2　If Radial SG determines that Software Deployment of a new GA Release containing Preventive Maintenance is necessary to prevent Errors in the Supported Software, Radial SG and Customer will mutually agree on the place and time for the Software Deployment.

3.2.3　If Customer refuses Preventive Maintenance, Customer still needs to pay Maintenance and Support based on this agreement. Radial SG reserves the right to terminate this agreement.

3.3　Corrective Maintenance

3.3.1　In case of an Error, the Customer is required to submit an Error Report to Radial SG.

3.3.2　In order to determine the appropriate Service Level, an Error Severity will be assigned to an Error by Customer. In case Customer does not provide an Error Severity it will be assigned by Radial SG based on the issued Error Report. Radial SG will not be liable when the incorrect Error Severity is assigned.

3.3.3   Customer declares to have a Fallback Scenario in place in the event Errors arise in order to minimize interruptions in the business process.

3.3.4   Radial SG reserves the right to perform Corrective Maintenance only on the most current version of the software.

3.4   Constructive Maintenance

3.4.1   Constructive Maintenance will only take place on initiative of Radial SG.

3.5   Customer requirements

3.5.1   Customer will ensure that it has acquired all the necessary licenses or other rights to the Supported Software as well.

3.5.2   Customer has made timely payment of the Maintenance fee(s).

3.5.3   Customer commits itself to ensure that the Supported Software operates in an environment that is in accordance with the Hardware and Software Requirements for that version of the Supported Software. Radial SG reserves the right to terminate this agreement if Customer fails to do so.

3.5.4   Customer will be fully responsible at all times for generating adequate back-ups. Under no circumstances will this be the responsibility of Radial SG.

3.5.5   In no event will Radial SG be liable for the loss of data even if this is the result of an Error in the Licensor Software.

3.5.6   Customer will appoint one or more Authorized Contacts, up to the maximum specified in this agreement, that will operate as the sole contact person(s) for Radial SG for Second Line Support, Third Line Support and Maintenance covered by this agreement. Customer will ensure that the Authorized Contact has an adequate level of knowledge and is reasonably available during Service Hours. Authorized Contacts can be added and removed during the course of this agreement. Any change to the list of Authorized Contacts must be communicated to Radial SG via support@radialsg.com and include at least the name, email address and (mobile) phone number.

3.5.7   Radial SG requires that in case of Severity 1 Errors, Customer follows up the Service Request with a phone call by Customer to our support center to ensure immediate attention to Customers issue.

3.5.8   Customer must purchase the same Service Level for all Supported Software products that it has licensed.

Support

3.5.9   Customer Authorized Contacts as applicable for the Maintenance level selected in Customer's order, and which are registered at Radial SG's support website http://support.radialsg.com may notify Radial SG's Support Center of an error, defect, or malfunction in the Licensor Software.

3.5.10   If Customer refuses to remediate an Error by installing updated GA Software within 6 months of the release, Radial SG reserves the right to terminate this Agreement.

3.5.11   Customer is aware of the fact that a new release or new versions may affect the current business process. Upon the request of Customer, Radial SG will inform Customer what the advantages and disadvantages are of the new release or new version, as well as updated Hardware and Software Requirements.

3.5.12   Documentation regarding new releases or new versions will only be provided automatically against the applicable annual fee or upon request by Customer against the then applicable fee.

3.5.13   In the event that a request for Support reveals that the cause of the problem is not an Error, defect or malfunction in the unmodified Supported Software, Customer shall pay Radial SG for its work on a time and materials basis, plus out of pocket expenses as reasonably incurred.

3.5.14   Discontinue Support for prior release version:

Radial SG releases new versions of Viewport on a regular basis. In order to deliver support for the users of the new versions, Radial SG gradually stops supporting older versions of the product. When a new version of Viewport is released, the previous version will enter the end-of-life (EOL) phase. Radial SG will continue to support customers who are using the previous version of the product for a period of twenty-four (24) months from the release of a new version (the "Sunset Period"), assuming a valid Maintenance contract is in place and the appropriate fees have been paid. This makes it possible for Customer to prepare for and plan Software Upgrades to their implementation. After the Sunset Period, the product is officially unsupported; however, support can still be provided on a "best effort" basis. Radial SG reserve the right to apply an enhanced Maintenance fee when an unsupported product is in use. Radial SG will still accept problem reports for unsupported versions, but will only evaluate reported issues in the supported versions of the licensor Software product. Hence, if Customer:

- encounters a known defect Customer will need to upgrade to the most current version of the Licensor Software to obtain the fix, or
- discovers an unknown defect, Radial SG will make the fix in the most current version of the Licensor Software and Customer will need to upgrade to that version to obtain the fix.

3.6   Service Requests

3.6.1. There are three ways to submit a Service Request:

- **By internet via support.radialsg.com (preferred method #1) by the Authorized Contact.**
  Service requests reported online are automatically entered into Radial SG call tracking system and assigned a Service Request (SR) number.
- **By e-mail to support@radialsg.com by the Authorized Contact (preferred method #2)**.
  E-mails to support@radialsg.com are automatically entered into the Radial SG call tracking system and assigned a Service Request (SR) number.
- **By telephone by the Authorized Contact.** The support phone number is published in this document and/or on the Radial SG support website. A Service Request (SR) will be created in Radial SG's call tracking system and an SR number is provided.

3.6.2.   Processing a Service Request

Once a Service Request is submitted, the support specialist will review any Error Report that the Customer supplied and assign a Severity Level if not provided by Customer, or change the Severity Level if deemed necessary.

In case of Severity 1 and Severity 2, support engineers will notify support to handle those in an escalated manner.

In case of Severity 3 and Severity 4, notifications will be sent to technical support engineers.

The Radial SG Support engineer will communicate with Customer until the issue is resolved.

Depending on the nature of a Service Request, a Service Request can be resolved by a support engineer or logged by a support engineer as bugs or future enhancements with product development.

3.7 Escalations

Special procedures apply to Service Request escalations. An escalated issue is generally one of the following:

- No response to a problem reported, within the designated time given by the call response coordinator or technical engineer;
- Response times out of severity guidelines;
- Customer dissatisfaction with Service Request resolution you've been given.

<mark>+31 88 77 22 111</mark>

The above telephone numbers provide access to a Radial SG support manager. This phone number is to be used if or when Customer is dissatisfied with the progress of problem resolution, or wants the problem reported brought to the attention of Radial SG's management. If voicemail is reached, Customer should leave a message containing the company name, a contact telephone number, and estimated severity level for the Issue. The voice mail will trigger an immediate page to a Support Manager, who will contact Customer at the number left in the message.

4   Maintenance Levels

4.1   Standard Maintenance Level

Maintenance level:	STANDARD
Includes:	- The right to obtain and run Software Updates and Software Upgrades - Remote support for GA Software only
Supported Software:	Licensor released Software Licensor standard Connectors
SaaS	Uptime on best effort basis for Radial SG hosted solutions
Service hours:	Monday – Friday 9:00 – 17:00 CET excluding official Dutch holidays, if on a Monday- Friday
Severity 1 Errors:	- Initial Response within 8 business hours - Resolution within 48 hours of Initial Response
Severity 2 Errors:	- Initial Response within 8 business hours - Resolution within 5 days of Initial Response
Severity 3 Errors:	- Resolution in a future release
Severity 4 Errors:	- Resolution in a future release
Authorized Contacts:	1

4.2   Gold Maintenance Level

Maintenance level:	GOLD
Includes:	- The right to obtain and run Software Updates and Software Upgrades - Remote support for GA Software only
Supported Software:	Licensor released Software Licensor standard Connectors Licensor non-standard Connectors
SaaS	Uptime guaranteed 96% on yearly basis for Radial SG hosted solutions.
Service hours:	Monday – Friday 9:00 – 17:00 CET excluding official Dutch holidays, if on a Monday- Friday
Severity 1 Errors:	- Initial Response within 8 business hours - Resolution within 48 hours of Initial Response
Severity 2 Errors:	- Initial Response within 8 business hours - Resolution within 5 days of Initial Response
Severity 3 Errors:	- Resolution in a future release
Severity 4 Errors:	- Resolution in a future release
Authorized Contacts:	2

4.3   Platinum Maintenance Level

Maintenance level:	PLATINUM
Includes:	- The right to obtain and run Software Updates and Software Upgrades - Remote support for GA Software only - Roadmap Alignment session (see below) - Data Analytics session - Validation and Reporting Workshop - Budget of 20 hours of (remote) user training per year
Supported Software:	Licensor released Software Licensor standard Connectors Licensor non-standard Connectors Custom Components
SaaS	Uptime guaranteed **99%** on yearly basis for Radial SG hosted solutions.
Service hours:	Monday – Friday 9:00 – 17:00 CET; other time periods may be agreed upon, excluding official Dutch holidays, if on a Monday- Friday
Severity 1 Errors:	- Initial Response within 8 business hours - Resolution within 48 hours of Initial Response
Severity 2 Errors:	- Initial Response within 8 business hours - Resolution within 5 days of Initial Response
Severity 3 Errors:	- Resolution in a future release
Severity 4 Errors:	- Resolution in a future release
Authorized Contacts:	2

4.3.1   Roadmap Alignment session

The Roadmap Alignment session is an annual 2-hour workshop with Radial SG and the Customer, where Radial SG presents the intended roadmap and gather feedback on this roadmap from the Customer so the value and scope of the software can be expanded.

Term

The Maintenance Term shall be for the period mentioned on the Sales Order Form. Thereafter Maintenance will be automatically renewed for either one (1) year term, or a term from the initial Maintenance Term until January 1st, whichever is shortest, unless either party gives to the other written notice at least sixty (60) days prior to the next Maintenance renewal date.

Maintenance fees for subsequently acquired Licensor Software will be prorated to expire with the annual Maintenance term. Maintenance fees are based on cumulative license fees paid. Reinstatement of Maintenance is subject to payment of Maintenance fees for any period during which Maintenance had lapsed and for the 12-month period commencing with the date Maintenance is reinstated.

If the license agreement for Licensor Software to which this Maintenance Program applies ends for whatever reason, Maintenance and Support will no longer be provided on the Licensor Software for which the license agreement has ended, as of the date the license agreement has ended. If all license agreements regarding the Licensor Software to which this Maintenance Program applies end, for whatever reason, the Maintenance Program will end automatically on the date the last license agreement has ended. In the aforementioned cases Radial SG will never be required to restitution of fees paid or crediting of invoices that have been sent.

4.4   Radial SG support level and responsibilities

- Second Line Support (Radial SG Support staff):
    - o   Review Service Requests reported by web, e-mail or phone from a Customer Authorized Contact;
    - o   Validate Customer maintenance status, product entitlement and check for any special handling required;
    - o   Identify type of request, problem definition, configuration, products, product versions and platforms;
    - o   Determine severity of the problem and execute any escalation procedures necessary;
    - o   Direct problems for resolution to workgroups;
    - o   Provide GA Software releases or Hotfix releases if necessary;
- Third Line Support (Radial SG Technical Support staff):
    - o   Confirm problem and configuration used by Customer;
    - o   Evaluate against known problems or issues;
    - o   Stage the problem;
    - o   Reproduce problems and provide workarounds;
    - o   Escalate to engineering where required to develop patches and fixes;
    - o   Keep the SR updated at all times within the Call Tracking system;
    - o   Keep the Customer Authorized Contact updated on the progress;
- Maintenance (Radial SG Development staff):
    - o   Develop fixes as needed;
    - o   Test and verify functionality and performance;
    - o   Update the source code control system as needed;
    - o   Ensure patches and fixes are incorporated into a future GA Software release or Hotfix release

5   General conditions

5.1   Changes

5.1.1   This SLA also applies to possible Software Updates, changes and/or enhancements to the Licensor Software, made by Radial SG.

5.1.2   Changes, enhancements, additions and/or price indexation may result in a change of the prices initially mentioned in this Agreement and the applicable maintenance and support fees.

5.2   Disclaimers

5.2.1   The Licensor Software and Maintenance and all services provided under this Agreement are provided "as is", and all other express or implied conditions, representations, and warranties including, without limitation, any implied warranty of merchantability, fitness for a particular purpose (even if informed of such purpose), infringement, or arising from a course of dealing, usage, or trade practice, are hereby disclaimed to the extent allowed by law. No warranty is made that the Licensor Software functionality or maintenance or consultancy services will meet Customer's requirements, or that the operation of any of the foregoing will be uninterrupted or error-free.

5.2.2   Certain Third-Party Software may be provided and invoiced by Radial SG along with certain Licensor Software solely as an accommodation. This third-party software is provided "as is", is subject to the terms of the third-party license, and may only be used with the Licensor Software. Customer may choose not to use third party software provided as an accommodation.

5.3   Exclusions

5.3.1   Radial SG shall not be liable to the extent any claim in the event Customer's use of the Licensor Software is based upon or attributable to: (a) modifications made by Customer to the Licensor Software, or portions thereof; (b) such claim would have been avoided by use of the then-current release of the Licensor Software; or (c) Customer's continued allegedly infringing activity after being provided with modifications that would have avoided the alleged infringement.

6 Document Revision

Rev.	Date	Author	Description	Reviewed	Approved
(...)			Earlier revisions removed		
6	18-02-2021	PBK	Added explanation services yes/no in maintenance renewal	Wisemen	
7	18-2-2021	TDA	Changed Layout	PBK	
8	30-7-2021	TBS	Reviewed contract. Added gold and Platinum support	MZT	
9	25-03-2021	DJR	Updated TOC + Changed layout	TBS	TBS
10	22-11-2023	TBS	Updated maintenance levels	DJR	TBS