

MAINTENANCE & SUPPORT SERVICES TERMS

MAINTENANCE SERVICES. "Maintenance Services" means the standard Maintenance and Support provided by Spider Strategies, Inc. (hereafter "Spider") to Customer as further described below. Subject to Customer's payment of applicable maintenance fees, Spider will provide the following standard Maintenance and Support Services to Customer for the period agreed by the parties in the order documentation:

1.1 Maintenance and Support.

(a) **Maintenance.** "Maintenance" means the provision by Spider to Customer of any applicable Software Releases or Workarounds that are made generally available by Spider to customers who are currently paying for Spider's Maintenance Services offering.

(i) A Release means one of the following (1) a "Major Release," or (2) a "Minor Release." A "Major Release" means a specific edition of the Licensed Software Product that contains major functionality changes. The content and timing of all Major Releases will be determined by Spider in its sole discretion. A "Minor Release" means a specific edition of the Licensed Software Product that contains minor, but significant functionality changes. The content and timing of all Minor Releases will be determined by Spider in its sole discretion.

(ii) "Workaround" means a Licensed Software Product patch, error correction, or feasible change in operating procedures whereby the Licensed Software Product is made sufficiently functional so that Customer can continue to use the Licensed Software Product. Spider may provide Workarounds for a release to resolve a Service Issue for up to twelve (12) months after the earlier of (i) the date the subsequent Release is first made commercially available, and (ii) the date the current Release is no longer made available as a commercial offering by Spider. After such twelve (12) month period, Spider is not obligated to provide Workarounds but will support Customer's update of the Licensed Software Product to the latest Release. Where Workarounds are to be delivered to resolve a Service Issue, Spider will provide Customer with the applicable Workaround for download by Customer from Spider's technical support web site.

(b) **Support.** "Support" means the e-mail, online HelpDesk portal, and telephone technical services that Spider offers regarding the use and function of the Licensed Software Product. Spider will provide Support and respond to Service Issues as further described below. A "Service Issue" is a Customer inquiry regarding the functionality or use of the Licensed Software Product. Customer agrees that Spider's Support obligations concerning the Licensed Software Product's use with third party products, including compilers, operating systems, web browsers, data sources and other Licensed

Product(s), shall be limited to those items set forth in the documentation. Service Issues are assigned a classification at the time of Customer's initial contact with Spider, and are classified according to the severity levels set forth below. Spider will initially respond in accordance with the response times applicable to Service Issues reported by e-mail, support portal or telephone during Spider's regular service hours as set forth below. Failure to contact Customer within the response time period because Customer is unavailable (e.g., phone busy, no answer, in a meeting, or out of the office) does not constitute Spider's noncompliance with the response commitment. Customer shall cooperate with Spider to provide reproducible results for any errors reported. Spider's ability to provide Support will depend, in some cases, on the ability of Customer's representatives to provide accurate and detailed information and to aid Spider in handling a Service Issue. Customer shall provide Spider with reasonable access to Customer systems, premises and staff as needed to provide Support. Spider will provide Support for each Major Release for at least eighteen (18) months after the subsequent Release is first made commercially available. After such period, Spider will provide Support, as needed, to Customer to update its use of the Licensed Software Product to the latest Release of the Licensed Software Product.

Service Issue Classification	Support Team Response Time	Next Steps
Severity 1—Critical Business Impact: Licensed Software Product is not functioning or is stopped or severely impacted so that Customer cannot reasonably continue use of Licensed Software Product and no Workaround is available.	One business day	Once the Service Issue is verified, Spider will engage development staff to provide a work around or circumvention to the Error within 5 business days if possible and will provide a best effort resolution to such Severity 1 Error within 10 business days of reporting.
Severity 2—Major Business Impact: Licensed Software Product issue that renders certain significant and fundamental features or portions of the program	One business day	Once the Service Issue is verified, Spider will engage development staff to provide a work around or circumvention to the Error within 5 business days if

unusable and no immediate Workaround is available.		possible and will provide a best effort resolution to such Severity 2 Error within 15 business days of reporting.
Severity 3—Minor Business Impact: Licensed Software Product is functioning inconsistently or in a way causing slightly impaired Customer usage and productivity, but Customer can work around such inconsistency or impairment.	Two business days	Once the Service Issue is verified, if appropriate and achievable in Spider's sole discretion, Spider will provide a resolution to such Severity 3 Error within 30 business days of reporting.
Severity 4—No Business Impact: Licensed Software Product is functioning consistently, but Customer requests minor changes in Licensed Software Product such as Documentation updates, cosmetic defects or enhancements.	Three business days	Once contact has been made with Customer, Spider, at its sole discretion, will consider Licensed Software Product enhancements for inclusion in a subsequent Release.
No Software Error Reported – Customer has questions on proper use of Licensed Software Product functionality	Two business days	Spider support team members will reply to customer inquiry as soon as possible.

(c) Customer Point of Contact. Customer will designate a specific individual to be the primary point of contact for Maintenance Service communications with Spider and will deliver contact information for such individual to Spider's support team.

1.2 On-Site Support. Customer may elect to purchase specific on-site support packages, details of which can be found on Spider's support website:

<https://support.spiderstrategies.com/hc>

The purpose of on-site support is to help customers optimize deployment of the Licensed Software Product, including installation, setup, configuration, and additional support offerings.

1.3 Exclusions to Maintenance Services. Maintenance Services do not include the right to access new or bundled product offerings made available by Spider, unless licenses for such offerings are separately purchased. Spider will not have any obligation to provide Maintenance Services for problems in the operation or performance of the Licensed Software Product to the extent caused by any of the following: (a) modifications to the Licensed Software Product made by a party other than Spider; (b) Customer's use of the Licensed Software Product other than as authorized by the applicable agreement licensing the Licensed Software Product to Customer or as provided in the documentation; (c) Customer's use of releases other than those releases of the Licensed Software Product covered by Maintenance Services; (d) Customer's failure to use any error corrections or updates thereto provided by Spider to address such problem; or (e) use of scripts or other deliverables provided to Customer under On-Site Support services (as described in Section 1.2 above). If, in its sole discretion, Spider determines that a problem in the operation or performance of the Licensed Software Product is caused by the foregoing, then Spider will notify Customer promptly and have no further Maintenance Service obligations related to such problem. If Customer requests services beyond standard Maintenance Services, Spider will have the right to invoice Customer at Spider's then-current published time and materials rates for the provision of such services.

2. HOURS OF SERVICE AND CONTACT INFORMATION.

For Customers Worldwide:

Contact us by:	At	During
Email – Note: Best response times are via emailed requests	helpdesk@spiderstrategies.com	Monday- Friday 8:00am to 5:00pm Eastern
Phone – Scheduled Appointments	Email us to schedule a phone or web-based meeting appointment or leave voicemail at 703-345-0614	Monday- Friday 8:00am to 5:00pm Eastern; voicemails will be returned within 16 business hours

All contact information is subject to change upon notice from Spider.

3. GENERAL. These terms and conditions are an integral part of and are subject to the



Software License Agreement between Customer and Spider (the "Agreement"). No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Customer may use in connection with the acquisition or licensing of the Software or purchasing of the Maintenance Services will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, these Maintenance & Support Services Terms or the Agreement, regardless of any failure of Spider to object to such terms, provisions or conditions.