Telelogic

Standard Support and Maintenance Terms and Conditions

These Standard Support and Maintenance Terms and Conditions (the "Terms") shall apply with regard to software support services provided by Telelogic AB, including its subsidiaries, affiliated companies, or appointed representatives (collectively referred to as "Telelogic"). The support and maintenance services are provided in relation to the Software identified in the Invoice and are provided to the Licensee of the Software (as such terms are defined below).

1. **DEFINITIONS.**

1.1 "Documentation" means a copy of the documentation containing the specifications for the Software and the operating instructions of the Software, as provided by Telelogic together with the Software for use by its end-user licensees.

1.2 "Invoice" means Telelogic's invoice to Licensee for the Software support services provided hereunder.

1.3 "Licensee" shall mean the party licensing the Software from Telelogic, as identified in the Invoice.

1.4 "Software" means a copy of the executable code version of the software program(s) stated in the Invoice as licensed to Licensee (including any compiler and run-time modules), along with templates and other instructions and any Software updates, revisions, patches, upgrades, modifications, enhancements and additional modules and templates the Licensee may receive from Telelogic hereunder from time to time.

2. **SPECIFICATION OF TELELOGIC SUPPORT AND MAINTENANCE SERVICES.**

2.1 The support services set out below will be provided Monday through Friday during normal business hours by the local/regional Telelogic support center identified in the Invoice, excluding holidays recognized by Telelogic. Details on service hours and other contact information relating to Licensee's local/regional support can be found in Appendix 1 and on Telelogic's support web-page [www.telelogic.com /support].

2.2 The standard support package includes the following to be provided by Telelogic:

(i) Technical assistance by phone and mail during service hours as described in Appendix 1;
(ii) Access to on-line technical information;
(iii) Software updates, including bug corrections, extensions, and other changes made by Telelogic to the standard Software, which may include upgrades or enhancements of the Software.

Questions related to the use of languages and methods are not within the scope of the support services provided hereunder.

2.3 The support services apply to the latest version of the Software and the latest previously released version of the Software.

2.4 Telelogic Support will not be obligated to provide support for Software, which has been altered or modified so that it deviates from the core product as described in the Documentation. The support services apply only to the operation of the Software when used in a Telelogic supported operating environment as noted in the applicable specifications. Telelogic will not be obligated to make modifications to the Licensee's computer hardware, operating system software, or third party application software required for operation of the Software. No warranty is made that all errors can or will be corrected.

2.5 Functionality replacement and extended support shall be provided as follows: If the form, fit or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or Telelogic provides this same or substantially similar functionality as a separate or renamed product, then the Licensee is entitled to license such software at no additional licenses or maintenance fees. However, throughout the term of this agreement, Telelogic will provide support services for a period of one year after Telelogic officially discontinues a licensed software product. Telelogic shall use all reasonable commercial efforts to give between 6 and 12 months advance notice of the retirement of a certain functionality in a product. If a complete product were to be retired, Telelogic would use all reasonable commercial efforts to give Licensee 12 months advance notice. Licensee would have an option to purchase extended support for the older non-supported version of a product. Telelogic would use all reasonable commercial efforts to similarly offer support for retired products.

3. **LICENSEE RESPONSIBILITIES.**

3.1 Licensee must be licensed to use the Software for which support services are requested; these Terms are incorporated by reference in Licensee's Software License Agreement.

3.2 Licensee shall assist Telelogic in the diagnosis of a reported software problem by performing reasonable software/hardware tests requested by Telelogic support personnel and shall implement patches, bypasses, work

arounds, updates or other solutions provided by Telelogic to address a reported software problem. Licensee's failure to implement any such patch, bypass, work around, update, or other solution will relieve Telelogic of its obligations to provide support for problems which would have been corrected by such implementation. Diagnosis of some problems may only be possible if the Licensee supplies data requested by Telelogic support. Should the Licensee refuse to supply such data, Telelogic will be relieved of its obligations to provide support for such problems.

3.3 In the event that Licensee does not pay for, or renew, support and maintenance for all Telelogic software licenses which reside on one Licensee server, then Licensee shall move the licenses not paid for, and/or those licenses not renewed, from such server. Licensee may alternatively use a blade server so long as each partition has its own IP address.

3.4 Licensee shall designate two (2) technical persons, who are reasonably familiar with the Software, as the primary contacts for Telelogic Support. Licensee shall designate two (2) technical persons for every 25 Software licenses. Licensee may change or substitute designated technical personnel from time to time with written notice to Telelogic.

4. **CHARGES.**

4.1 Under these Terms, Licensee agrees that the charges are payable annually in advance. Support fees are non-refundable, payable in advance at the beginning of each new support period and are based on Telelogic's list price for each Software product. Licensee shall be invoiced for the standard annual charges and agrees to pay such charges and any other charges for ordered services under this support contract net thirty (30) days from date of invoice. If any amounts are not paid within thirty (30) days after the date such amounts are due, Licensee agrees to pay late charges.

4.2 Should Licensee cancel any support renewal, and subsequently decide to reinstate support, Licensee must purchase one (1) year of new support, plus the reactivation fee, according to then current published list price. Additionally, Licensee may be required to update the Software to the current revision, including any payment of upgrade fees, before support will be provided. This reactivation of services may be pro-rated to correspond to any current support period if applicable.

4.3 The prices quoted by Telelogic do not include taxes. Unless Licensee provides Telelogic with a valid tax exemption certification for each applicable taxing jurisdiction, Licensee shall pay directly or reimburse Telelogic for all taxes, assessments, duty, customs fees, permits or fees, however designated, which are levied upon this Agreement or the services provided hereunder, or their use, exclusive or franchise taxes and taxes based on Telelogic's income.

5. **TERMS AND TERMINATION.**

5.1 The initial one (1) year term of the support contract is mandatory and begins on the date of delivery of the Software. Telelogic will quote support renewal for the successive one (1) year period at the end of the initial term and at the end of the subsequent annual renewal period. Telelogic reserves the right to change annual support fees and/or support terms and conditions in conjunction with maintenance renewal. Information and details regarding these changes will be included in the support renewal quotation.

5.2 Telelogic may terminate support hereunder if Licensee: (i) fails to make payment of the applicable license or support fees; (ii) is in breach of these terms and conditions; (iii) is in breach of the license agreement for the Software or any other Telelogic agreement. Telelogic will provide written notice of any such breach and Licensee shall have thirty (30) days from the date of written notification to cure such breach.

6. **LIMITATION OF LIABILITY.**

6.1 THE USE OF THE SOFTWARE AND ALL CONSEQUENCES ARISING THEREFROM IS THE SOLE RESPONSIBILITY OF LICENSEE. TELELOGIC SHALL NOT BE LIABLE TO LICENSEE FOR ANY LOSS OR DAMAGE CAUSED ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE SOFTWARE, THE USE OF THE SOFTWARE OR OTHERWISE.

6.2 TELELOGIC'S LIABILITY WITH REGARD TO LICENSEE UNDER THIS SUPPORT CONTRACT SHALL UNDER ALL CIRCUMSTANCES BE LIMITED TO THE ANNUAL SUPPORT FEES FOR THE SOFTWARE PAID BY LICENSEE HEREUNDER.

6.3 TELELOGIC SHALL IN NO EVENT BE LIABLE TO LICENSEE UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF DATA, USE AND/OR PROFITS, GOODWILL, CLAIMS FOR SERVICES INTERRUPTIONS, DOWNTIME COSTS AND CAPITAL COSTS OR CLAIM OF A THIRD PARTY, UNDER ANY LEGAL THEORY WHETHER ON ACCOUNT OF DEFECTS, PERFORMANCES, NON-PERFORMANCES, DELAYS OR FAILURE TO SUPPLY, PERSONAL INJURIES, PROPERTY DAMAGES OR OTHERWISE, WITH THE EXCEPTION OF DAMAGES DUE SOLELY TO TELELOGIC'S WILFUL MISCONDUCT OR GROSS NEGLIGENCE. IN NO EVENT SHALL ANY THIRD PARTY HAVING RIGHTS IN AND TO THE TELELOGIC SOFTWARE BE LIABLE TO LICENSEE FOR ANY DAMAGES WHATSOEVER.

7. **CONFIDENTIALITY**

7.1 For the purpose of these Terms, "Confidential Information" shall mean information, received by one party from the other, including but not limited to technical, financial, sales, marketing, customer data, and/or that information which is marked as "Confidential," "Proprietary," and/or with other

proprietary wording, or which would logically be considered "Confidential" and/or "Proprietary" in view of its relationship to the whole disclosure.

7.2 All "Confidential Information" shall be maintained in confidence by the receiving party, and not be disclosed to any third party, and shall be protected with the same degree of care as the receiving party normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care. Each party further agrees not to use any "Confidential Information" received from the other party except for the purposes set forth herein. Proprietary and/or Confidential Information may not be disclosed to any person other than employees and agents of receiving party who have a reasonable need for its access in accomplishing the above stated purpose.

8. MISCELLANEOUS

8.1 If any part of these Terms is invalid or unenforceable for any reason, the validity of the remaining terms will not be affected. The waiver or failure of either party to enforce any of the provisions of these Terms shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions. These Terms contain the entire understanding between the parties on its subject matter, and supersedes, replaces, and/or rejects any other agreements or understandings, whether written or oral, which may exist of have existed between the parties on the subject matter hereof, including any contradictory terms on buyer/Licensee's documentation. No modification or amendment to these Terms shall be valid unless such modification or amendment is made in writing and signed by the parties.

Customer Support Services Terms and Conditions

Appendix 1

Service hours and contact information for support services provided by Telelogic support centers:

	Service Hours	Telephone	E-mail
Asia and Pacific			
Australia and New Zealand	9 am - 5 pm AEST	+61 1300 659 671	support.australia@telelogic.com
China	9 am - 5:30 GMT+8	+86 (10) 85185130	support.china@telelogic.com
India	9 am - 5:30 pm GMT+5.5	+91(80) 532 3554	support.india@telelogic.com
Japan	9:30 am – 6:00 pm GMT+9	+81(3) 6402 1650	support.japan@telelogic.com
Korea	9 am - 6 pm GMT+9	+82 (2) 561 8512	support.korea@telelogic.com
Other Asian countries	9 am - 5:30 pm GMT+5.5	+91 (80) 509 5690	support.asia@telelogic.com
Europe			
Telelogic DocExpress *	8:30 am – 5 pm GMT	+44 (131) 622 3636	docexpress.eu@telelogic.com
Telelogic DOORS	8:30 am – 5 pm GMT	+44 (131) 622 3636	doorssupport.eu@telelogic.com
Telelogic Synergy	8 am – 5 pm GMT	+353 (1) 209 0154	synergysupport.eu@telelogic.com
Telelogic Tau	8 am – 5 pm GMT	+33 (5) 61 19 2900	tausupport.eu@telelogic.com
Other products	8 am – 5 pm GMT	+33 (5) 61 19 2900	support.eu@telelogic.com
US			
Telelogic DocExpress *	9 am - 8 pm EST	+1 800 577 8449	docexpress.us@telelogic.com
Telelogic DOORS	9 am - 8 pm EST	+1 800 577 8449	doorssupport.us@telelogic.com
Telelogic Synergy	9 am - 8 pm EST	+1 800 577 8449	synergysupport.us@telelogic.com
Telelogic Tau	9 am – 8 pm EST	+1 800 577 8449	tausupport.us@telelogic.com
Other products	9 am - 8 pm EST	+1 800 577 8449	support.us@telelogic.com

* Support of UML suite/SDL suite DocExpress integration is provided by Telelogic TAU support center.

More details such as additional telephone numbers and holidays recognized by Telelogic can be found on Telelogic's support web-page [www.telelogic.com/support].