

**MAINTENANCE SERVICES TERMS AND CONDITIONS
CENTRIC PLM AND CENTRIC VIP**

During the Subscription Term, Centric Software shall provide the Maintenance Services described in these Maintenance Services Terms and Conditions at the Maintenance Services level ordered by Customer in the applicable Order Form, in accordance with these Maintenance Services Terms and Conditions.

1. Definitions

- “*Defect*” means a material, reproducible failure of the Software to perform in all material aspects in accordance with its applicable Documentation, when used as intended, and which is reported by Customer in accordance with these Maintenance Services Terms and Conditions.
- “*Major Release*” means a generally available release of the Software that may include new features or functionality, Defect fixes, and framework or architectural changes, and that requires a data migration due to changes to the underlying data model.
- “*Minor Release*” means a generally available release of the Software that may include new features or functionality limited to configuration points, Defect fixes, and that does not require a data migration or otherwise materially affect existing data structures.
- “*Cumulative Update*” means a generally available update that includes a bundled set of Defect fixes only, without new features or enhancements. Cumulative Updates typically address high-severity and critical Defects and are subject to Centric Software’s standard quality assurance processes.
- “*Hot Fix*” means targeted fixes for critical defects requiring prompt turnaround. Hot Fixes will receive focused testing and will be released in accordance with the defect impact using commercially reasonable efforts. Note: Hot Fixes themselves are cumulative i.e. HF3 includes HF1 and HF2.
- “*Support Tickets*” means requests for Maintenance Services submitted by Customer through the TSC in accordance with Centric Software’s then-current support procedures.

2. Description of Maintenance Services

- **Scope of Support.** Maintenance Services are provided for the then-current Major Release of the Software and consist of investigating issues raised by Customer and correcting Defects, in accordance with this Exhibit.
- **Support for Prior Major Releases.** Centric Software will continue to provide Maintenance Services for the immediately preceding Major Release for no less than twenty-four (24) calendar months following the general availability release of the subsequent Major Release. For the avoidance of doubt, more than one Major Releases may be supported concurrently.
- **Support Channel.** All Maintenance Services are provided through Centric Software’s technical support center (TSC), accessible at www.centricsoftware.com/support, or such successor portal as Centric Software may designate.
- **Access to Updates.** For Subscription Licenses, Customer is entitled, during the Subscription Term, to download Major Releases, Minor Releases, Cumulative Updates and Hot Fixes generally made available by Centric Software. For Subscription Licenses (self-hosted), Customer acknowledges and agrees that Customer is solely responsible for the planning, testing, installation, and deployment of any Major Releases, Minor Releases, Cumulative Updates or Hot Fixes, unless otherwise expressly agreed by the parties in a mutually executed Statement of Work.
- The available levels of support and services included with each level are described in the table below.

Table 1

Maintenance Service Levels	Standard	Gold	Platinum
Support coverage hours – 9am-6pm in Customer’s primary country of installation (except for customers with a primary installation in North America where support coverage hours are 8am-8pm EST) Monday-Friday, except for local public holidays	✓	✓	✓
Access to TSC to log and track Support Tickets	✓	✓	✓
Email updates on Support Tickets	✓	✓	✓
Online Knowledge Database (if available for the specific Subscription purchased)	✓	✓	✓
Defect resolution	✓	✓	✓
Rights to Access Major & Minor Releases, Cumulative Updates, and Hot Fixes	✓	✓	✓
Single Region	✓	✓	✓
Support coverage hours - 24hrs, 5 days Mon-Fri (except for holidays)		✓	✓

Live (web conference) Training for hot fixes and scripting		✓	✓
Mirror Server for support		✓	✓
Support coverage hours - 24hrs, 7 days, 365 days per year			✓

3. Severity Levels.

Production Environments: Centric Software shall, in its sole discretion, assign a priority to Support Tickets submitted by Customer for issues affecting the production environment or for issues occurring in a non-production environment that: (i) prevent deployment to the production environment or (ii) are reasonably expected to result in a Defect in the production environment. Such prioritization shall be based on the severity levels described below.

Severity Level	Definition of Severity Level	From the time the Support Ticket is properly logged through the TSC, Centric Software will use commercially reasonable efforts to <u>respond</u> within the timeframe set forth below, based on the applicable severity level:	From the time the Support Ticket is properly logged through the TSC, Centric Software will use commercially reasonable efforts to <u>resolve</u> the applicable Defect within the timeframe set forth below, based on the applicable severity level:
S1 or System Down	System outage	Within one half (1/2) Business Hour	Within four (4) Business Hours
S2 or Critical	Severe service disruption. Operations cannot efficiently continue. No workaround available.	Within two (2) Business Hours	Within one (1) Business Day
S3 or High	Major service disruption. Operations can continue with restrictions. A reasonable workaround exists.	Within four (4) Business Hours	Within two (2) Business Days
S4 or Medium	Minimum service disruption. Operations can continue, but Customer is inconvenienced. A reasonable workaround exists.	Within eight (8) Business Hours	Within five (5) Business Days
S5 or Low	No service disruption. Minor error that does not restrict operations. General questions or enhancement requests.	Within one (1) Business Day	Future Major Releases, at Centric Software's sole discretion

Non-Production Environments: Centric Software shall, in its sole discretion, assign a priority to Support Tickets submitted by Customer for issues identified in non-production environments, other than those affecting or preventing deployment to the production environment, based on the severity levels described below:

Severity Level	Definition of Severity Level	From the time the Support Ticket is properly logged through the TSC, Centric Software will use commercially reasonable efforts to <u>respond</u> within the timeframe set forth below, based on the applicable severity level:	From the time the Support Ticket is properly logged through the TSC, Centric Software will use commercially reasonable efforts to <u>resolve</u> the applicable Defect within the timeframe set forth below, based on the applicable severity level:
S1 or System Down	System outage	Within two (2) Business Hours	Within two (2) Business Days
S2 or Critical	Severe service disruption. Operations cannot efficiently continue. No workaround available.	Within four (4) Business Hours	Within five (5) Business Days

For purposes of the tables above, “**Business Hours**” and “**Business Days**” shall be as defined by the support coverage hours applicable to the Maintenance Services level selected by Customer, as described in Table 1. Any applicable response or resolution timeframes shall be suspended during any period in which (i) Centric Software is awaiting information, cooperation, access, or other action reasonably required from Customer, or (ii) a Support Ticket has been submitted with incomplete, inaccurate, or insufficient detail.

4. **Support Tickets are subject to the following conditions:**

- Centric Software may automatically close a Support Ticket if Customer does not respond to a reasonable request from Centric Software for additional information, clarification, access, or confirmation within fifteen (15) Business Days.
- Customer may request to reopen a closed Support Ticket within ten (10) business days following its closure, provided that Customer’s updated submission relates to the same issue described in the original Support Ticket. If Customer experiences issues relating to a closed Support Ticket after this period, Customer must submit a new Support Ticket, which Centric Software may, in its discretion, reference or link to the original Support Ticket for tracking purposes.

5. **Exclusions.** Centric Software shall have no obligation to provide Maintenance Services, including support, troubleshooting, or repair Defects in connection with any of the following:

- (i) Software modified without Centric Software’s written consent,
 - (ii) Software used other than in accordance with the Agreement or applicable Documentation, or Centric Software’s published usage guidelines
 - (iii) issues arising from or caused by (a) installation or operation of the Software on unsupported hardware or infrastructure, (b) combination, integration, or interconnection of the Software with software, systems, or services not provided or expressly approved by Centric Software or (c) changes to the Customer’s operating systems, environment, databases, or other system components;
 - (iv) a version of the Software that is no longer supported by Centric Software;
 - (v) configurations or modifications of the Software, or
 - (vi) Customer’s failure to implement recommended solutions to Defects previously provided by Centric Software.
 - (vii) Requests for new features, enhancements, custom programming, or code development.
 - (viii) Requests for new features, enhancements, custom programming, or code development.
- Centric Software is not obligated to create updates or develop new programming or code at Customer’s request, except as expressly agreed in a mutually executed Statement of Work.