BTM Software Europe B.V.

SOFTWARE SUPPORT AGREEMENT

TERMS AND CONDITIONS

1.   Definitions
"Agreement" shall mean this agreement.
"Annual Fee" shall mean the annual fee to be paid by the Customer to BTM for the provision of Support Services as specified in the Agreement and BTM's then current price list.
"BTM" shall mean BTM Software Europe B.V.
"BTM's Website" shall mean www.btmsoftware.com
"Customer" shall mean the Person, Organisation, Firm or Company who has placed a Purchase Order with BTM
"**Documentation**" shall mean the written material relating to the use of software delivered by BTM to Licensee, including written material delivered via BTM's Website.
"Hardware" means any computer system owned by the Customer upon which BTM Software has been installed pursuant to an agreement with the Customer
"License Agreement" means the Software License Agreement between BTM and the Customer for the provision of BTM Software.
"**Purchase Order**" shall mean a document signed by Licensee by which Licensee places an order for a certain scope of Software Support
"**Schedule**" shall mean any schedule attached hereto or which specifically references this Agreement and which has been executed by both parties.
"Software" shall mean a machine executable copy of the software products and applications licensed by BTM to the Customer under the BTM Software License Agreement together with any supporting Documentation.
"**Support Services**" means those support services specified in the then current BTM Support User's Guide.

2.   Support Services
2.1 BTM shall provide Support Services only for BTM Software and in accordance with, and to the extent specified in its then current BTM Support User's Guide. Any support and maintenance service in connection with the BTM software shall always be provided by BTM as the supplier, pursuant to the provisions hereunder. This shall also apply when the distribution of BTM software is conducted via a reseller. Also in this resale case, support and maintenance services shall always be invoiced and billed directly by BTM following the first contract year.
2.2 The Customer shall nominate two named contacts from whom support requests will only be accepted. The Customer shall submit a change to named contacts in writing to BTM. Additional contacts may be nominated for an additional charge.

3.   Exclusions
Unless BTM has expressly agreed with the Customer in writing to the contrary, notwithstanding the terms of the Support Services, BTM shall not provide Support Services for any BTM Software or Services if such support is required as a result of, or in connection with, the following:

- any defects, problems or operational issues in BTM Software arising from, or connected with, use of any software or operating system installed on any hardware of the Customer not certified by BTM;
- any modification to BTM Software carried out by any party (including the Customer) other than BTM;
- any damage or alteration to any software from BTM Software arising as a consequence of any virus infection of either the Customer or BTM.

4.   Fees and Payment Terms
4.1 The Customer shall pay to BTM the then current Annual Fee for support services as set out in BTM's then current price list. This Annual Fee is solely for the provision of support services as specified in BTM's then current Support User's Guide. All fees shall be due and payable within thirty (30) days of the of invoice date. Licensee is responsible for all taxes concerning the Support Services, excluding taxes based on BTM income. Overdue payments shall bear interest on the amount outstanding from the date it became due and payable until payment is made at 8 % over the current basic interest rate from the European Central Bank, such interest to be

separately identified and charged on the next invoice to be submitted by BTM. For payments made after more than 30 days after the due date, BTM can apply a maintenance re-activation fee.

4.2 Licensee is responsible for all taxes concerning the Software and/or services, excluding taxes based on BTM income.

4.3 In the event that the Customer requires Support Services at the Customer's site, all costs associated with the provisions of such services at such site shall be charged in addition to the Annual Fee.

4.4 In the event that BTM discovers that the Customer is operating more licences for which the Customer has purchased support, BTM retains the right to charge the Customer the then current price of the additional licences and support services.

5. Liability

5.1 The Customer acknowledges that BTM shall not be liable –unless in case of wilful action - for any loss of business or any loss of profit or any indirect or consequential loss whatsoever or howsoever arising from, or contributed to or attributable to, the loss of any data or loss of computer time as a result of any requirement for Support Services. The Customer hereby confirms to BTM that it carries out such regular back-ups of all data on all its systems as it considers to be necessary for its business purposes and to be sufficient to allow it to recover from any data loss.

5.2 BTM's maximum liability for any claim by the Customer arising pursuant to this Agreement of any nature whatsoever or howsoever arising shall be limited to the Annual Fee paid for the year during which such claim arises. That limitation of liability shall not apply in case of wilful action.

6. Term and Termination

6.1 This contract shall commence on the Commencement Date. In the absence of any agreement to the contrary this Agreement shall run for a one-year period. The Agreement will renew automatically if not terminated by either party giving sixty (60) days prior notice in writing to the other party prior to the anniversary of the Commencement Date. The Annual Fee shall be payable for each year during which this Agreement subsists.

6.2 Notwithstanding the provisions of Clause 6.1 above, BTM may terminate this Agreement forthwith at any time in the event of the Customer failing to pay any Annual Fee or other sums due to BTM hereunder. BTM shall not be obliged to provide any Support Services in the event that any Annual Fee or other sums due under this Agreement are outstanding to BTM at the time such Support Services are requested by the Customer. BTM may terminate this Agreement if it has reason to believe that the Customer is in breach of the terms of this Agreement and/or the terms of BTM's License Agreement. In case of forthwith termination, BTM's right to claim for the Annual Fee until the next earliest due and proper termination date shall remain unaffected.

7. Notices

All notices shall be in writing and sent by first class mail, overnight mail, courier, or transmitted by facsimile and confirmed by mailing, to the addresses indicated on the first page of this Agreement, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. Notices to BTM shall be sent to the Managing Director. Notice shall be deemed to have been given upon personal delivery (in the case of overnight mail, courier or facsimile) or five (5) business days after being sent by first class mail.

8. Waiver

No failure or delay by either party hereto to exercise any right or power hereunder shall operate as a waiver thereof nor shall any partial exercise preclude any other or further exercise of any other right.

9. Governing Law and Jurisdiction

This Agreement will be governed by and construed according to the laws of The Netherlands without regard to its conflict of laws rules. The UN Convention on the International Sales of Goods shall not apply. The competent and exclusive jurisdiction for all disputes arising out of this Agreement shall be the competent courts at Amsterdam/The Netherlands.

10. Modifications

No term or provision of this Agreement shall be varied or modified by any prior or subsequent statement, conduct or act of any party, except that hereafter the parties may amend this Agreement only by letter or written instrument signed by both parties.

11. Assignments

BTM shall be entitled to assign this Agreement to any third party which is or becomes associated with BTM, including a parent, subsidiary or sister undertaking.

12. General

12.1 The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement. Except for Licensee's obligation to pay BTM, neither party shall be liable for any failure to perform due to causes beyond its reasonable control.

12.2 If any provision of this Agreement is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision, which approximates the intent and economic effect to the affected provision.

12.3 The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

12.4 This Agreement may be amended only by a written document executed by a duly authorised representative of each of the parties.

12.5 This Agreement may be executed in counterparts.

Software Support User's Guide

The purpose of this guide is to detail the support services provided by BTM Software Europe B.V. ('BTM') as well as how you should request technical assistance on BTM Software Europe B.V. ('BTM') software.

Support Services

- BTM will provide same day email support during normal business hours: from 09:00 hours to 18:00 hours CET, Monday through Friday.
- BTM may at its sole discretion offer telephone support, if an issue cannot be resolved via email
- BTM will provide for the duration of the Software Support Agreement deliver software updates and upgrades

Releases

Restricted Release

Restricted / Beta release software is handled in a different way compared to certified releases. Customers taking part in a Beta Release program will be informed separately of the support program in place.

Pre-Certified Release

A pre-certified release has not been put through the same level of testing and

QA processes as a regular release. It is intended for advanced development or demonstration purposes only and is only ever supplied to selected recipients. A pre-certified release may, or may not, be supplied with any documentation or product support. The software has not yet been formally released by BTM and, as such, is provided without warranty

Patch Release

The patch release is not a full installation of the product and is generally created to solve a major problem in the functionality of the product. It has been fully tested and certified.

Release Delivery

The latest certified versions of BTM Software

How to Receive Support

To receive support for BTM products, please visit our online support system at:

https://btmsoftware.supportsystem.com/ . From there, you can log support calls online and also update existing support calls.

Support Call Priority Definitions and Response Goals

Various factors influence the ability to resolve problems. Some of these factors are outside of the control of BTM. The following response and resolution goals are intended to provide a framework for setting mutual expectations rather than to serve as a guarantee.

Priority Level	Definition	Initial Response Goal	Resolution Goal
1 – Critical	Production system is inoperative and business is being impacted. No work can be done	4 business hours	2 business days
2 – Urgent	Production/development system is adversely affected or development system is inoperative. Productivity is being compromised; work can be done but not at full capacity.	8 business hours	5 business days
3 – Important	Production or development system has encountered a noncritical problem or defect.	12 business hours	10 business days
4 – Normal	Request for assistance with no immediate production or development system impact: a non-critical problem	24 business hours	15 business days
5 – Low	A low priority request for information on the products functionality or use.	48 business hours	20 business days

Table 1

TR/CR Handling

Definitions

A **TR** (Trouble Report) documents a bug, a software flaw keeping a feature or functionality of an application from working.

A **CR** (Change Request) documents the request for a change in functionality of an application.

TR/CR Resolution

Development Planning Meetings are held at least once every month to review the status of new TR/CR's and decide on whether or when they will be solved/included in a future software release.

BTM updates any reports that relate to the Development Planning Meeting reviewed and informs the customer of the outcome, via their authorized contacts. We handle the resolution of these reports in the following manner:

If a TR/CR is to be implemented in a future version**,** we will inform the customer of the version and provisional release date. We will also notify the customer again when that version has been released, where they can obtain it and close the report.

This also applies for patch releases.

If a TR/CR has been rejected for fixing/inclusion, we will inform the customer and close the report.

Appendix – Before You Contact BTM

When you contact BTM, please supply the following:

1. A detailed description of the problem, including any error messages and / or screen shots depicting the problem.

2. A detailed description of the exact steps required to reproduce the problem.

3. The priority and impact on your ability to use the system (refer to Table 1).

4. Names and versions (including service packs) of all software in use including:

• BTM product name and version

• Content Management Server and version (e.g. Documentum Content Server 7.3 SP1)

• Operating System for Content Management Server, version and Service Pack (e.g.

Windows 2016 Server SP1)

• Database, version and Service Pack (e.g. Oracle 12c)

• Content Management Client and version (e.g. Documentum Desktop Client 7.3 SP1)

• Operating System for Content Management Client, version and Service Pack (e.g.

Windows 10 SP1)

• CAD Application (e.g. AutoCAD 2018 and MicroStation Select version 4)

For web based integrations, please also specify:

• Web Client and version (e.g. Documentum D2 4.7)

• Web Server Operating System (e.g. Windows 2016 Server SP1)

• Web Application Server and version (e.g. Apache Tomcat 8.5.16)

• Java version installed (e.g. 8 Update 144)

• Client Web Browser, version and Service Pack (e.g. Internet Explorer 11.0.45)

5. Details of any customizations you on your Docbase or special permissions on your workstations.

6. Any log files, configuration sheets, sample files, etc…

Please supply any email attachments within a single .zip archive file to reduce their size.