

Maintenance & Enhancements Agreement

MAINTENANCE AND ENHANCEMENTS AGREEMENT

1. Scope

This Agreement between BSI Professional Services EMEA Ltd and the Licensee details the provision of Maintenance and Enhancements for Entropy Software. Maintenance and Enhancements shall be provided for all installed and licensed components of Entropy Software, whether on the Licensee's own network or hosted by BSI Professional Services EMEA Ltd, provided that the use of Entropy Software remains within the terms of this Agreement and any attached Schedule or Addenda.

2. Definitions

"Entropy" means BSI Professional Services EMEA Ltd for the purpose of Entropy Software.

"Entropy Software" means BSI Professional Services EMEA Ltd Entropy software solution.

"Licensee" means the company, organisation or individual who has purchased for use, or otherwise uses Entropy Software.

"Agreement(s)" means the Entropy Software Licence and Maintenance & Enhancements Agreement(s).

"Software" means all programming code, programming scripts, object code and compiled software modules written by BSI Professional Services EMEA Ltd.

"Confidential Information" means any information obtained by either party from the other which relates to the past, present or future business activities of said entities, including, but not limited to, any information relating to pricing, methods, processes, financial data, lists, technical data, software, source code, specifications, documentation, research, development or related information. Confidential Information shall not include information that: (i) has become public knowledge through no fault of the party receiving such information; (ii) comes to such party from a third party under no obligation of confidentiality with respect to such information; (iii) was in the possession of such party prior to the date of disclosure; or (iv) was independently developed by such party as evidenced by its written records.

3. Maintenance

3.1 BSI Professional Services EMEA Ltd shall provide Maintenance to all Licensees with valid Maintenance and Enhancements Agreements as follows:

- Fault/failure logging service
- Fault/failure resolution estimates
- Fault/failure resolution
- Remote or on-site fault/failure resolution
- Defined Response Times

3.2 Fault/failure logging service. Each accepted fault/failure logged by a Customer will be given its own unique reference number. Faults/failures can be logged by email between the hours of 09:00 and 17:00 GMT weekdays (exclusive of statutory holidays). Faults and failures are classified as follows:

- System down, system inoperative
- System error, cannot complete a major task or loss of data
- System error, but work around possible
- System productivity/usability issue

3.3 Fault/failure resolution estimates. Customers who have logged a fault/failure will be provided with a time estimate to resolve the fault/failure once an assessment has been carried out. Class a, faults and failures will receive immediate attention.

3.4 Fault/failure resolution. BSI Professional Services EMEA Ltd will use reasonable commercial efforts to correct or provide useable work-round solutions for reproducible material faults or failures in Entropy Software. Material faults/failures are those as identified in 3.2 (a, b and c) above.

3.5 Remote or on-site fault/failure resolution. Upon request, the Customer will provide BSI Professional Services EMEA Ltd with remote access to their version of Entropy Software and/or a copy of their Entropy Software database for diagnostics and fault/failure resolution. Where this is not possible a BSI Professional Services EMEA Ltd employee will be sent to the Customer's premises to attempt resolution of the fault/failure. In such a case, the Customer will be charged reasonable travel, accommodation and subsistence expenses and where travel is in excess of a 2 hour round trip, the Customer will be charged for travel time at the then current on-site day-rate.

3.6 BSI Professional Services EMEA Ltd is not obliged to resolve faults/failures that are not considered material.

3.7 The Customer will be charged the then current remote day-rate for time spent investigating and/or resolving a fault/failure where that fault/failure is determined to have been caused by modifications to Entropy Software or its operating environment not made by or authorised by BSI Professional Services EMEA Ltd.

4. Enhancements

4.1 BSI Professional Services EMEA Ltd shall provide Enhancements to all Licensees with valid Maintenance and Enhancements Agreements as follows:

- Product enhancements
- Release notes

4.2 Product enhancements to modules of Entropy Software previously purchased. Enhancements are product versions generally made available free-of-charge to end-users with valid Maintenance and Enhancements Agreements. BSI Professional Services EMEA Ltd reserves the right to charge additional and commercially reasonable fees for enhancements to Entropy Software in which substantial additional functionality or improved performance are provided.

4.3 Release Notes for the product enhancements made. Release Notes are published with each major release and provide information about the enhancements and changes in a release.

5. Maintenance and Enhancements Agreement Fees

Maintenance and Enhancements shall be provided at an annual rate as defined in any Schedule or Addenda attached hereto.

This is subject to increase on each anniversary of renewal at a rate based on the ruling UK RPIX Rate of Inflation.

5.1 This Agreement commences on the date Entropy Software is made available to the Licensee.

6. Hosting of Entropy Software

Where a Licensee selects the Entropy Software Managed service under which their Entropy Software licences are installed onto a BSI Professional Services EMEA provided network, the following terms apply.

6.1 Availability

The service levels under the Managed Service will, subject to the exceptions listed below, be available with unscheduled outages not to exceed:

- 201 minutes in any 28 day month;
- 208 minutes in any 29 day month;
- 216 minutes in any 30 day month; and,
- 222 minutes in any 31 day month.

Claims for outages will be solely determined by BSI Professional Services EMEA Ltd and shall be in accordance with Clause 6.5. Maintenance occurring on Saturday or Sunday between 12 am and 11 pm GMT will not be considered an outage.

6.2 Exceptions

Because of the nature of the Internet and its associated technologies, BSI Professional Services EMEA Ltd obligations under this Agreement will be subject to service availability within the boundaries of a BSI Professional Services EMEA Ltd provided network. The BSI Professional Services EMEA Ltd provided network is defined to extend to, include and terminate at the data centre located router that provides the outside interface of each of BSI Professional Services EMEA Ltd connections to its backbone provider (e.g. Cable & Wireless, BT, UUNET, etc.).

BSI Professional Services EMEA Ltd will not be responsible for any outages or performance issues associated with software bugs or defects or application or other code developed or provided by Licensee and which is not supplied by BSI Professional Services EMEA Ltd. Licensee acknowledges that the services being provided and licence granted under this Agreement are based on assumptions made by Licensee as a result. BSI Professional Services EMEA Ltd will not be responsible for any outages or performance issues caused by inaccuracies in these assumptions, including equipment and software failures or performance problems caused by traffic volume or the number of concurrent user sessions. In the event of a problem caused by a bug or defect in Microsoft software (or any other third party software), BSI Professional Services EMEA Ltd will perform the following actions:

- Attempt to resolve or locate a workaround with Licensee for one hour, or longer at Licensee's reasonable request. However, such service shall under no circumstances exceed 2 hours;
- At BSI Professional Services EMEA Ltd discretion, continue to use such commercially reasonable efforts as it believes are reasonable to determine other possible solutions.

6.3 Scheduled outage notification

BSI Professional Services EMEA Ltd will provide Licensee with written notification of any scheduled downtime at least 24 hours in advance of such downtime.

6.4 Data BackUp

BSI Professional Services EMEA Ltd will provide weekly full and daily incremental backup services of the Hosted Entropy Software and its component databases. Details of the backup routine are as follows:

Frequency: The backups run on a fourteen-day cycle. During this there are two full backups (once a week), and twelve incremental backups (the other six days of each week).

Coverage: The backup covers all "cold" data - this includes the operating system and practically everything else except "hot" files - those which are in use such as the active database files. The database is backed-up as a "cold" file once a day at 12 noon.

Software: The servers are backed up using HP Omniback.

Media: Data is backed up to tape and the tapes are stored in another area of the server vault.

6.5 Remedies

Subject to the exceptions provided for in this Agreement, Licensee shall have the rights set forth below.

(a) If outages exceeding those permitted by Clause 6.1 of this Agreement occur during any month, Licensee shall receive one day service credit. In addition, for each 100 minute increment by which the allowable outage is exceeded, Licensee shall receive an additional one day service credit, up to a maximum service credit of one month. All service credits will be calculated assuming a 30 day month;

(b) If three separate outages exceeding the outages permitted in Clause 6.1 of this Agreement occur during any calendar quarter, Licensee shall be entitled to terminate this Agreement with 30 days' written notice to BSI Professional Services EMEA Ltd and, if applicable, receive a refund for any annual subscription fees (exclusive of set up fees) for the remaining term of the licence period paid in advance by Licensee and received by BSI Professional Services EMEA Ltd.

6.6 Licensee's Main Points of Contact

In order for BSI Professional Services EMEA Ltd to operate the Maintenance & Enhancements Agreement service competently, and for Licensee to see how effectively the service is being used, Licensee must appoint no more than two (2) personnel to act as main points of contact between Licensee and BSI Professional Services EMEA Ltd.

Whenever anyone at Licensee has a Maintenance & Enhancements Agreement query regarding the Entropy Software, one of the Licensee's representatives acting as a main

point of contact should contact BSI Professional Services EMEA Ltd, who will provide an appropriate response.

7. Termination of Maintenance and Enhancements Agreements

This Agreement may be expressly terminated by the Licensee giving notice in writing up to one month before renewal date.

If the Licensee fails to pay the Maintenance and Enhancements renewal invoice within 30 days of the due payment date, then it will be implied that the agreement is cancelled on that date.

This agreement may be terminated by BSI Professional Services EMEA Ltd where a Licensee fails to implement Product Updates within a reasonable period of time. The definition of "reasonable" is interpreted as failing to implement at least two consecutive major releases of Entropy Software with the consequence that continued technical support becomes impractical.

8. Reinstatement of Maintenance and Enhancements Agreements

Where Licensee has terminated Maintenance & Enhancements Agreement according to Clause 7 and subsequently requests to reinstate the Maintenance & Enhancements of Entropy Software, before a new annual Maintenance & Enhancements Agreement is agreed, the Licensee is required to pay 150% of all fees that would have been payable if this Agreement had not been terminated for any reason.

9. Severability

The invalidity or unenforceability for any reason of any provision of this Agreement shall not prejudice or affect the validity or enforceability of its other provisions. In such an event, the parties shall then use all reasonable endeavours to replace the invalid or unenforceable provision by a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

10. No Partnership

Nothing in this Agreement is intended to or shall operate to create a Partnership or Joint Venture of any kind between the parties or to authorise any party to act as Agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way, including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.

11. Costs

Each of the parties hereto shall be responsible for its respective legal and other costs incurred in relation to the preparation of this Agreement.

The Licensee acknowledges that it has read and understood the above exclusions and limitations in BSI Professional Services EMEA Ltd liability and accepts them and agrees that they are fair and reasonable in all the circumstances of this Agreement.

All sums set forth in this Agreement are exclusive of any tariffs, duties or taxes (other than franchise or income taxes for which BSI Professional Services EMEA Ltd is responsible) imposed or levied by any government or governmental agency including, without limitation, sales, use, value added and personal property sales, and the Licensee agrees to pay any such tariffs, duties or taxes upon presentation of invoices by BSI Professional Services EMEA Ltd. Any claimed exemption from such tariffs, duties or taxes must be supported by proper documentary evidence delivered to BSI Professional Services EMEA Ltd.

This Agreement together with any additional sheets attached and signed by the parties, including but not limited to any Schedule hereto and any addenda, represents the entire agreement between BSI Professional Services EMEA Ltd and the Licensee with respect to Entropy Software and it supersedes all prior agreements, proposals, purchase orders, promotional or sales literature, representations and other understandings, whether oral or written by the parties. This provision does not affect any liability for fraudulent misrepresentation. No alteration or modification of this Agreement will be valid unless made in writing and signed by authorised representatives of both parties. It is agreed that no subsequent purchase order or any other ordering document which purports to add to or vary this Agreement, shall have any such effect; any such document shall be dealt with for identification purposes only.

Clause headings in this Agreement or any Schedule or Addenda hereto are for convenience only and are not to be interpreted as part of the Licence Agreement itself.

This Maintenance and Enhancement agreement dated 1st January 2013 supersedes all previous standard Support and Maintenance agreements between BSI Professional Services EMEA Ltd and the Licensee.