

*This document sets forth the terms and conditions of the basic Software Maintenance Agreement (the "Agreement") between ATS Applied Tech Systems ("ATS") and the Customer identified on the Initial Contract Document or Contract Renewal Invoice (in either case, the "Contract Identifier") to which it is attached.*

## Introduction

The Software Maintenance Agreement provides customers with ongoing support and upgrades of all ATS software products. It is in addition to, not an extension of, the product warranties. The 90-day software warranty covers only defects in shipped products. The Software Maintenance Agreement has many additional benefits beyond simple warranty coverage. ATS offers an additional Service Level Agreement which provides for related on site support, hardware support and may cover software, hardware and systems not originally supplied by ATS as well as ATS supplied software, hardware and systems.

## Software Maintenance Agreement – Details and Benefits

1. **Term of Agreement.** This Agreement is of no force or effect until ATS has received payment for the services provided hereunder. The term of this Agreement (the "Contract Term") begins on the Contract Start Date set forth on the Contract Identifier and ends on the Contract End Date set forth on the Contract Identifier.
2. **Covered Products.** This Agreement covers the ATS software products identified by serial number on the Contract Identifier (the "Covered Products").
3. **Version Upgrades.** This Agreement entitles the Customer to regular version upgrades. The version upgrades including any hot fixes, service packs and version upgrades are supplied free of charge to customers with a valid Agreement.
4. **ATS Live, Access to Support.** This Agreement provides access to a support expert via live access from the ATS website enabling voice access and document sharing on support questions and incidents. ATS Live can be established after a ticket is raised through the ATS Global Help Desk.
5. **ATS Global Help Desk, Access to Support.** This Agreement provides access to a support expert via the ATS Global Help Desk. The ATS Global Help Desk ensures that calls are ticketed and followed through.
6. **ATS 9/5, Access to Support.** This Agreement provides access to the ATS Live and the ATS Global Help Desk from for 9 hours a day between 08.00 and 17.00 on normal working weekdays from Monday to Friday excluding national holidays. ATS is not obliged to provide services outside of these hours without an additional agreement.
7. **ATS Call Limitations, Access to Support.** This Agreement recognizes that customer critical issues and incidents will be responded to by ATS support experts. To be effective support calls and issue and incident handling should be handled by a qualified customer representative. When this is not the case or multiple calls indicate training is required ATS retains the right to limit the number of support incidents and recommend customer training.
8. **Errors and Malfunctions.** This Agreement advises the customer to advise ATS of any errors or malfunctions observed in the ATS software through access to the ATS Global Help Desk. After receiving notification ATS shall, to the best of its ability, do its utmost to fix errors and/or solve the

malfunction. ATS reserves the right to issue corrections through hot fixes, service packs and version upgrades which are supplied free of charge to customers with a valid Agreement. If the error or malfunction is cosmetic, non critical, caused by the customer or a request for a feature change or enhancement then ATS is under longer obligation to provide a resolution.

9. Defective Products. ATS is under no obligation to repair or replace Covered Products that are defective or damaged as a result of accident, misuse, neglect, improper installation, power surge, unusual deterioration or degradation due to physical environment, or unauthorized maintenance, alteration or repair.
10. Customer Obligations. This Agreement recommends to the customer that standard good practices are met such as periodic and proper back up of the used software and data. This Agreement is reliant upon the customer shop floor and office IT systems functioning correctly, using the correct versions of the software etc. These systems, procedures and processes are the responsibility of the customer.
11. Improper Use. This Agreement recognizes that support which arises from the improper use of ATS software or external causes such as defects in communication lines or in power supply, or in connection with and/or use of hardware, software or materials not covered by the Agreements shall not be part of ATS's obligations under this agreement and shall be charged to the customers separately at the usual rates.
12. Deletion of Obsolete Products. If any Covered Product becomes obsolete, ATS reserves the right to remove it from the Contract Identifier on any renewal of this Agreement without prior notice to the Customer.
13. Unless otherwise agreed this Agreement is automatically extended for one year if notice is not given within 3 months of the end of the current Agreement.
14. If this Agreement is not renewed there is a special charge for late renewal which is equivalent to the value when renewed annually plus 20%.