
Software Maintenance Service Level Agreement

This Software Maintenance Agreement (the “Agreement”) is made between you, the Customer (“Customer” or “You”) and Aventex Inc. (the “Provider”), as defined below.

1. Definitions.

Capitalized terms not defined in context shall have the meanings assigned to them below:

(c) “Documentation” means the user manuals and documentation that Provider makes available for the Software, and all copies of the foregoing.

(f) “License Type” means the model by which the Software is licensed (e.g., by server, by mailbox, by managed user) as indicated in the applicable Order.

(g) “Maintenance Services” means Provider’s maintenance and support offering for the Products as identified in the Maintenance Services Section below.

(h) An “Order” is either (i) an ordering document signed by Customer and Provider (“Signed Order”), (ii) a Customer purchase order (“PO”) submitted to Provider. All Orders are governed solely and exclusively by this Agreement and any additional or varying terms stated on (a) a Signed Order or (b) a Provider quotation referenced on a PO that states that it is governed exclusively by such quotation (“Governing Quotation”). Each Order shall be Customer’s irrevocable commitment to purchase and pay for the Maintenance Services stated in the Order and each Order placed with Provider shall be subject to approval by Provider in writing or by performance.

(m) “Provider” means Aventex Inc., with its principal place of business located at 25505 Kensington Place, Great Neck, NY, 11020, USA.

(n) “Products” means the Software and Appliance(s) provided to Customer by Provider or its partners.

(o) “Software” means the object code version of the software that is provided or made available to Customer pursuant to an Order as well as any new versions and releases of such software that are made available to Customer pursuant to this Agreement, and all copies of the foregoing.

(p) “Specifications”: the official document issued by manufacturer setting forth the technical specifications for the Licensed Product and consisting of the applicable Release Note provided as part of the Documentation for the Licensed Product.

(q) “Use” means Customer’s installations, deployment, access of or provision of access to, or use of each Product

2. Description of Software maintenance

a) Except as otherwise stated in a Signed Order or Governing Quotation, or an amendment to this Agreement, during any Maintenance Period and for the applicable fees, Provider shall:

(i) Make available to Customer new versions and releases of the Software, including Software corrections, enhancements and upgrades, if and when Provider makes them generally available without charge as part of Maintenance Services.

(ii) Respond to communications from Customer that report Software failures not previously reported to Provider by Customer. Nothing in the foregoing shall operate to limit or restrict follow up communication by Customer regarding Software failures.

(iii) Respond to requests from Customer’s technical coordinators for assistance with the operational/technical aspects of the Software unrelated to a Software failure. Provider shall have the right to limit such responses if Provider reasonably determines that the volume of such non-error related requests for assistance is excessive or overly repetitive in nature.

(iv) Provide access to Provider’s software support web site (“Support Centre”) 24 hours a day, seven days a week, 365 days a year for the purpose of reporting an incident or requesting assistance.

b) Maintenance Services do not include the following, which shall be deemed change requests or nonstandard product requests that are outside the scope of Support and Maintenance and/or are subject to special terms and conditions:

(i) development of modifications to the Licensed Products that would result in changes to the Specifications;

(ii) development of new functions for the Licensed Products;

(iii) assistance with the personalization or customization or upgrade of the Licensed Products.

Any additional assistance not included in Maintenance services as described in the present document shall be provided at Provider’s sole discretion, subject to availability of Provider personnel and to the payment by Customer of Provider’s then current standard time and materials rates for Services

3. Response Times

(i) After End User has reported a Problem, Aventex will acknowledge the Problem within four “Support Center Working Hours” from the time the electronic message was received.

(ii) Support Centre Working Hours means regional business support hours (“Business Hours”) as indicated on the Support Site, in the United States these hours are 9:00 AM to 6:00 PM EDT/EST, Monday through Friday exclusive of public holidays. In Europe these hours are 8:00 AM to 5:PM Greenwich Mean Time (GMT).

4. Maintenance period

For On-Premise Software, the first period for which Customer is entitled to receive Maintenance Services begins on the date of the initial delivery of the Software. Following the Initial Maintenance Period, Maintenance Services for On-Premise Software shall automatically renew for additional terms of twelve (12) months (each, a “Renewal Maintenance Period”) at the prices stated on the Maintenance renewal Quotation unless the renewal has been cancelled by either party giving written notice, by email or otherwise, to the other at least sixty (60) days prior to the first day of the applicable Renewal Maintenance Period. Unless otherwise agreed in writing, Customer must purchase Maintenance Services for all copies of each licensed Product or none at all for that Product. Customer may not cancel Maintenance Services on a subset of licenses of a Product to reduce Maintenance fees. For purposes of this Agreement, the Initial Maintenance Period and each Renewal Maintenance Period shall be considered a “Maintenance Period.” For the avoidance of doubt, this Agreement shall apply to each Renewal Maintenance Period. Maintenance fees shall be due in advance of each Renewal Maintenance Period and shall be subject to the payment requirements set forth in the Order

5. Termination

(i) End User may terminate Support and Maintenance for all Licensed Products belonging to a same product line and only for all Licensed Products belonging to a same product line upon at least thirty days’ prior written notice, effective at the end of the then current Support Term.

(ii) Provider reserves the right to alter or discontinue Support and Maintenance for any of the Licensed Products with at least three months’ notice, provided that Provider refunds a pro rata portion of the Support Fees paid by End User for such altered or discontinued Support and Maintenance.

Cancellation of Maintenance Services for perpetual Licenses for On-Premise Software will not terminate Customer’s rights to continue to use the On-Premise Software.

6. Ordering, Invoicing and payment Terms

The Support Fees are annual and payable in advance, once a year, on the beginning of each annual Support Term, unless otherwise agreed upon on the Order. Support Fees for a given Support Term are invoiced by Aventex Inc. 30 days before the Subsequent Support Term. All Purchase Orders covering Support and Maintenance of a Product shall specify:

(i) the number of licenses of each installed Products; (ii) where appropriate, the starting date for the Support and Maintenance covered by the Purchase Order; (iii) the Support Fees.