



PRODUCT MAINTENANCE TERMS U.S. Version

These Product Maintenance Terms are incorporated by reference into the CSS Terms and apply to any Special Terms that expressly includes the sale or delivery of maintenance services for Products ("Product Maintenance Services").

1. **DEFINITIONS.** The definitions in the CSS Terms shall apply in addition to the following definitions:

"Maintenance Period" means a period of 12 consecutive calendar months commencing on the date specified in the Special Terms or, if not specified by Company, the date on which Company first makes Product Maintenance Services available to Customer.

"Problem" means a demonstrable instance of adverse and incorrect operation of the Product that affects Customer's ability to use the Product in the manner in which it is intended.

"Revision" means a modified version or modification of Products to correct Problems, but not Upgrades.

"Upgrades" means an enhancement or modification of a Product made for purposes other than Problem correction.

2. **ELIGIBILITY.** Only Products identified in the Special Terms as eligible for Product Maintenance Services may be covered under these terms, unless otherwise agreed by Company.

3. **AUTHORIZED SUPPORT CONTACTS.** Customer may appoint contact persons for Product Maintenance Services. All Customer communications to Company regarding Product Maintenance Services shall be made by such contacts. Customer's contacts shall complete Company's applicable training programs.

4. SCOPE OF PRODUCT MAINTENANCE SERVICES.

4.1 Scope. During the Maintenance Period, Company will provide Customer with Product Maintenance Services, in accordance with the service standards as described in the Special Terms. Service standards may vary depending on the level of service Customer has purchased. Company has no obligation to provide Product Maintenance Services unless Customer has procured and paid for such services in advance.

4.2 Revisions. Revisions will be made available to Customer in such form as Company deems appropriate. Company reserves the right not to create any Revisions and to market new versions of the Products as new products or Upgrades for additional consideration.

4.3 Refurbished Parts and Prior Testing. Products may incorporate re-conditioned or refurbished parts or subassemblies and may have been used in testing prior to sale.

4.4 Problem Reporting, Response and Resolution Times. Customer shall report Problems in accordance with Company's reporting process. Company shall provide Product Maintenance Services in accordance with the target response times and target resolution times applicable to the service standard purchased by Customer.

4.5 Other Services. Company's T&M Services Terms shall apply to Customer requests for remediation services that are outside the scope of Product Maintenance Services, including remediation services that are not caused by Problems.

4.6 Limitations and Exclusions. Company shall not be obligated to provide Product Maintenance Services arising from Customer's mishandling, abuse or use of the Products other than in accordance with the Special Terms. Company shall not be obligated to provide Product Maintenance Services for (i) Products that have been modified by someone other than Company; (ii) Products that have been modified in accordance with Customer's specifications; (iii) Third Party Products; or (iv) Products that are not eligible for Product Maintenance Services.

5. PAYMENT.

5.1 Payment. Company may invoice Customer in advance for the performance of Product Maintenance Services. Unless otherwise specified in the Special Terms, Customer will pay such invoice within 30 days of the invoice date.

5.2 Upgrades. Upon installation of new versions of the Products that add new features or functionality (such as Upgrades), the Product Maintenance Services fees may change.

6. LIMITED WARRANTY AND DISCLAIMER.

6.1 Limited Warranty. Company will perform Product Maintenance Services in accordance with its applicable service standards.

6.2 Exclusive Remedy. If the Product Maintenance Services fail to conform to the limited warranty set forth above, Company may re-perform such non-conforming services or credit Customer an amount equal to the fees paid for such non-conforming services. THE REMEDIES EXPRESSLY PROVIDED OR REFERENCED IN THIS SECTION WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND SHALL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST COMPANY WITH RESPECT TO A NON-CONFORMANCE OF PRODUCT MAINTENANCE SERVICES OR REVISIONS.

6.3 Disclaimer. EXCEPT AS SPECIFIED ABOVE, COMPANY MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCT MAINTENANCE SERVICES OR REVISIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. TERM AND TERMINATION.

7.1 Term and Renewals. Company will provide Product Maintenance Services during the Maintenance Period. If Customer wishes to obtain Product Maintenance Services beyond the initial Maintenance Period or for additional Products, Customer must execute Special Terms.

7.2 Termination for Convenience. Unless expressly agreed otherwise in the Special Terms, either party may terminate Product Maintenance Services or exclude individual Products from the scope of Product Maintenance Services with 90 days' written notice to the other party.

7.3 Termination for Cause. Either party may terminate Product Maintenance Services by written notice, effective immediately, if the other party fails to cure any material breach of these Product Maintenance Terms within 30 days after receiving a written notice from the non-breaching party detailing the alleged material breach.

7.4 Automatic Termination. Product Maintenance Services shall be automatically terminated with respect to Software, and Hardware that contains Software, for which the license has expired or was terminated for any reason.

7.5 Consequences. If Customer validly terminates Product Maintenance Services for cause due to Company's material breach of these Product Maintenance Terms, Customer shall be entitled to receive a proportionate refund of any prepaid fees applicable to the terminated portion of the Maintenance Period.