



## **dataPOWER Maintenance & Support (M&S) Services Terms and Conditions**

### **Section 1. Definitions**

For purposes of this Exhibit, the following terms shall be defined as follows:

(a) "Business Hours" means 9:00 AM through 5:00 PM Pacific time, Monday through Friday, excluding PDF-observed holidays.

(b) "Error Correction" means either (i) a software modification or addition that, when made or added to the Software, corrects an Error, or (ii) a procedure or routine that, when observed in the operation of the Software, eliminates or reduces the practical adverse effect of an Error on Customer.

(c) "Update" means any revision, update, release, enhancement or other modification to the Software that PDF generally makes available to licensees of the Software that receive M&S Services from PDF. Update does not include any optional, separately priced features/modules or software product with substantially new or additional significant features that may be developed by PDF in the future and made generally available to its customers.

### **Section 2. Maintenance Updates**

PDF will provide Customer with Updates if, as and when PDF makes any such Updates generally available during the initial or renewal M&S period, as applicable, for which Customer has paid the applicable M&S fees. PDF may deliver Updates electronically to Customer, at PDF's option.

### **Section 3. Technical Support**

PDF will provide to Customer a reasonable amount of telephone and email assistance with the installation and use of the Software during Business Hours.

### **Section 4. Error Corrections**

4.1 Classification of Errors. Errors are classified into three severity classes, as follows:

(a) "Critical Error" means an Error that renders the Software inoperative or causes it to fail catastrophically.

(b) "Serious Error" means an Error that materially affects the performance of critical functions of the Software but does not qualify as a Critical Error.

(c) "Mild Error" means an Error that does not materially affect the performance of critical functions of the Software.

4.2 PDF Obligations. Subject to Sections 5 and 6 of this Exhibit, PDF will have the following obligations with respect to Errors:

(a) Critical Errors. PDF will promptly confirm receipt of Customer's notification and assign resources until an Error Correction has been provided to Customer.

(b) Serious Errors. PDF will promptly confirm receipt of Customer's notification and use commercially reasonable efforts to develop and provide an Error Correction to Customer.

(c) Mild Errors. PDF will promptly confirm receipt of Customer's notification and use commercially reasonable efforts to provide an Error Correction in the next Update.

### **Section 5. Conditions and Exclusions to Support Obligations**

5.1 Conditions to Support Services. PDF's obligations under Section 4 of this Exhibit are conditioned upon the following:

(a) Customer reports the Error to <https://csupport.pdf.com> (employees need a user ID and password to submit Errors and other suggestions or Software support requests, and must send the request for such user IDs and passwords to [dpsupport@pdf.com](mailto:dpsupport@pdf.com);

(b) Customer makes reasonable efforts to solve the reported Error after consulting with PDF;

(c) Customer provides PDF with sufficient information and resources to correct the reported Error either at PDF's customer support center or via dial-up access at Customer's site, as well as access to the personnel, hardware and any additional software involved in discovering or analyzing the Error;

(d) Customer procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software; and

(e) Customer has paid all M&S Services fees when due, and is otherwise in compliance with the terms and conditions of the Agreement to which this Exhibit is attached.

5.2 Exclusions to M&S Services. PDF will have no obligations in connection with any support requests related to, or Errors caused by:

(a) abuse, misuse, change, modification, Customer or third party enhancement, or damage to any Software;

(b) third party hardware or software not provided by PDF;

(c) Customer's failure to install any Updates; or

(d) Customer's negligence or other causes beyond the reasonable control of PDF.

With respect to any problem reported by Customer that is caused by any of the foregoing, Customer will pay PDF for the diagnosis and correction of such problem at PDF's standard time and materials rate, and Customer will reimburse PDF for its out-of-pocket expenses incurred in performing such diagnosis and correction.

### **Section 6. Supported Versions**

Notwithstanding anything to the contrary, PDF's obligations under Section 4 of this Exhibit will apply only to the then-current major version of the Software (e.g., 6.X), and to the immediately preceding major version of the Software (e.g., 5.X) for a period of six (6) months after it is first superseded or obsolete by PDF.