

SCHEDULE OF MAINTENANCE AND SUPPORT

If this Schedule of Maintenance and Support is identified in an applicable SoW as forming part of Customer's Agreement with Uniserve, then this Schedule of Maintenance and Support forms part of that Agreement (which includes, without limitation, that SoW and the MSA currently located at <https://enterprise.uniserve.com/wp-content/uploads/2019/12/Uniserve-MSA.pdf>). Please read the MSA and applicable SoW carefully. Any capitalized terms used but not defined in this Schedule, may be defined in the MSA or SoW, and such definition applies hereto. This Schedule is subject to the terms and conditions of the MSA. If there is a conflict between this Schedule and the MSA, the MSA will prevail unless this Schedule expressly states that it will govern. This Schedule may be modified by Uniserve in accordance with the MSA.

1. DEFINITIONS

Unless the context otherwise requires the following expressions have the following meanings:

"Additional Equipment" has the meaning attributed thereto in Clause 8.3.

"Additional Software" has the meaning attributed thereto in Clause 8.3.

"Clause" as used in this Schedule of Maintenance and Support means a section or paragraph of this Schedule of Maintenance and Support.

"Commencement Date" means the date on which this Schedule of Maintenance and Support shall become effective, which will be the Start Date on the SoW associated with the order of the Maintenance Services unless otherwise specified in the SoW.

"Contact Point" means the contact address or phone number at which Uniserve receives Support Requests. The Contact Point is currently located at <https://enterprise.uniserve.com/contact/>. Uniserve may modify the Contact Point from time to time by notifying Customer.

"Covered Equipment" means the Equipment and Customer Equipment identified in the SoW as receiving Maintenance Services (and any Replacement Equipment thereto) and any Additional Equipment.

"Covered Products" means the Covered Equipment, Covered Software, or both.

"Covered Software" means the software applications designated in the SoW as receiving Maintenance Services.

"Designated Location" means the Customer's premises in which the Covered Equipment or Covered Software are installed as specified in the SoW or SoW.

"Emergency Maintenance Services" means the emergency maintenance services to be provided by Uniserve pursuant to Clause 4.

"Error" means any reproducible failure or malfunction of the Covered Equipment or Covered Software to operate in all material respects in accordance with the Documentation:

"Critical Error" means an Error that has a critical impact on Customer's IT System's ability to function, or affects all, or substantially all, of the End-Users;

"Major Error" an Error that causes a partial outage of Customer IT System that affects some of the Customer's operation or some of the End-Users;

“Minor Error” means an Error that is not a Critical Error or Major Error.

“Excluded Causes” means the causes set out in Clauses 7.1.

“First Line Support” means the identification, diagnosis and correction of Errors by the provision of the following Maintenance Services by help desk technicians sufficiently qualified and experienced to identify and resolve Customer's Support Requests reporting these Errors: (a) telephone, email, or instant messenger assistance; (b) Remote Services; and (c) access to technical information on Uniserve's website for proper use of the Covered Product.

“Maintenance Hours” means the hours between 9.00 a.m. and 5.00 p.m., Pacific Time, each day excluding Saturdays, Sundays and public holidays.

“Maintenance Services” or **“Support and Maintenance Services”** means the Standard Maintenance Services, Telephone Support Services, and the Emergency Maintenance Services.

“Standard Maintenance Services” has the meaning provided in Clause 3.

“Software Release” means the newest version number of a Covered Software.

“Support Request” means a request for Maintenance Services made by Customer under this Agreement.

2. ERROR RESOLUTION

2.1 If Customer submits a Support Request concerning an Error during Maintenance Hours, Uniserve shall:

- (a) create an Error ticket (**“Error Ticket”**);
- (b) assign a severity level to the Error per the below table (as determined by Uniserve in its sole discretion):

Severity Level	Time to Acknowledge Problem & Create Problem Ticket
<i>Critical Error</i>	<i>1 hour</i>
<i>Major Error</i>	<i>4 hours</i>
<i>Minor Error</i>	<i>1 Business day</i>

Creation of an Error ticket and assignment of severity level may be delayed if Support Request submit outside of Maintenance Hours.

3. STANDARD MAINTENANCE SERVICES

During Maintenance Hours during the Service Period, Uniserve shall provide the following maintenance services (the **“Standard Maintenance Services”**) in respect of the Covered Products:

3.1 Preventive Maintenance.

- (a) ***Hardware.*** Uniserve shall and may make visits to the Designated Location at such intervals as Uniserve reasonably determines to be required for the Covered Equipment to test the functions of the Covered Equipment and make such adjustments as shall be necessary to keep the Covered Equipment in good working order. Such visits shall be made during Maintenance Hours by prior appointment with the

Customer. If it is expedient in the opinion of Uniserve so to do, such maintenance may be carried out at the same time as corrective maintenance.

- (b) Software. Uniserve shall provide preventative maintenance services for the Covered Software consisting of:
 - (i) Configuring the Covered Software on Customer's IT System.
 - (ii) providing Customer with new software updates which may contain bug fixes, improvements, or enhancements (but do not include new or separate applications), *provided that* such are released for free from the software vendor;
 - (iii) answering technical questions regarding Covered Software functionality and operation; and
 - (iv) providing service related bulletins.

3.2 Corrective Maintenance. Upon creation of an Error Ticket, subject to Uniserve Personnel availability, Uniserve shall first provide First Line Support, as determined by Uniserve. If Uniserve reasonably determines that the Error cannot be resolved by First Line Support and:

- (a) the Error concerns Covered Equipment, then during Maintenance Hours Uniserve shall use commercially reasonable efforts to dispatch a suitably qualified service technician to the Designated Location ("**On-Site Support**") to make such repairs and adjustments to and replace such parts of the Covered Equipment as may be necessary to restore the Covered Equipment to its proper operating condition; or
- (b) the Error concerns Covered Software, Uniserve shall provide On-Site Support and make commercially reasonable efforts to resolve Errors with respect to the Covered Software.

4. **EMERGENCY MAINTENANCE SERVICES**

4.1 In addition to the Standard Maintenance Services, Uniserve shall provide during the continuance of this Schedule of Maintenance and Support an emergency corrective Maintenance Service ("**Emergency Services**") outside Maintenance Hours as soon as practicable after the receipt of a Support Request by the Customer therefor at Uniserve's standard scale of charges for such service from time to time in force. Such charges shall be calculated from the first arrival of Uniserve's service technician at the Designated Location to his final departure therefrom.

As of the date of the SoW, Uniserve's standard charges for Emergency Services are as follows:

- (a) For Emergency Services performed by Uniserve outside of Maintenance Hours:

Tier 1 - \$165.00 per hour per service technician

Tier 2 - \$202.50 per hour per service technician

Tier 3 - \$262.50 per hour per service technician

If the service requires a designated specialist - \$375.00 per hour per specialist

- (b) For Emergency Services performed at the Designated Location, Customer will be charged for Uniserve Personnel travel time to and from the Designated Location and in all cases there will be a minimum charge of \$660.

5. REMOTE SERVICES

5.1 Uniserve may provide the Maintenance Services to Customer remotely, including by means of telephone or internet telephony, or over the internet through the use of Remote Access Software (defined below) that Uniserve installs on the Customer's IT System (the "**Remote Services**"). Customer shall give Uniserve access to the Customer IT Systems to install and use remote access software necessary for Uniserve to provide the Remote Services to Customer (the "**Remote Access Software**"). The Remote Access Software contains technological measures designed to collect and transmit to Uniserve certain diagnostic, technical, usage and related information, including information about the Customer's IT Systems and any third-party products relating to, or derived from, Customer's use of the Covered Equipment or Covered Software. The Parties acknowledge and agree that:

- (a) Uniserve and the Uniserve Personnel may collect, maintain, process and use: (i) only such information as it reasonably believes is necessary to assist in analyzing and resolving a Support Request; and (ii) use such information solely to provide the Maintenance Services in accordance with the terms and conditions of the Agreement; and
- (b) all or portions of the Remote Access Software may remain on the Customer Systems after a Report Request is resolved solely for the purposes set forth Clause 5.1(a).

Uniserve shall at all times treat any information it collects from Customer's IT System in connection with providing the Remote Services as Customer's Confidential Information and shall comply with all reasonable Customer security and encryption requirements notified to Uniserve in writing.

6. CUSTOMER OBLIGATIONS

6.1 Responsibilities. During any Service Period, Customer shall:

(a) Software Obligations.

- (i) promptly notify Uniserve of any material non-conformities of the Covered Software or Covered Equipment from its documentation in accordance with established reporting procedures;
- (ii) maintain the Covered Software at the then-current or immediately preceding Software Release level;
- (iii) undertake remedial corrective actions as instructed by Uniserve;
- (iv) comply with all laws and regulations including governmental export control regulations; and
- (v) immediately following installation of any Software Release, destroy or return (at Uniserve's direction) any superseded versions of the Software or documentation.
- (vi) if available, maintain an active support contract or support registration with the vendors of the Covered Software;
- (vii) be solely responsible for any fees charged by the vendors or licensors of the Covered Software.

(b) Use and Care of the Equipment.

- (i) ensure that proper environmental conditions are maintained for the Covered Equipment in accordance with the relevant specifications and shall maintain in good condition the

accommodation of the Covered Equipment, the cables and fittings associated therewith and the electricity supply thereto;

- (ii) not make any modification to the Covered Equipment without the Uniserve's prior written consent save for the installation of Additional Equipment in accordance with Clause 8.3;
- (iii) keep and operate the Covered Equipment in a proper and prudent manner in accordance with the manufacturer's and Uniserve's operating instructions and ensure that only competent trained employees (or persons under their supervision) are allowed to operate the Covered Equipment;
- (iv) ensure that the external surfaces of the Covered Equipment are kept clean and in good condition and shall carry out any minor maintenance recommended by the manufacturer or Uniserve from time to time;
- (v) save as aforesaid, not itself attempt to adjust, repair or maintain the Covered Equipment and shall not request, permit or authorise anyone other than Uniserve to carry out any adjustments, repairs or maintenance of the Covered Equipment;
- (vi) use on the Covered Equipment only such operating supplies as Uniserve recommends in writing;
- (vii) not make any movement of those items of the Covered Equipment specified as not to be moved in the SoW nor remove any of the Covered Equipment from the Designated Location without Uniserve's prior written consent;
- (viii) not use in conjunction with the Covered Equipment any accessory attachment or additional equipment other than that which has been supplied by or approved in writing by Uniserve

(c) Access Obligations.

- (i) at all times for the Emergency Maintenance Services and for all other services upon reasonable notice provide Uniserve with full and safe access to the Covered Equipment for the purposes of this Agreement;
- (ii) provide adequate working space around the Covered Equipment for the use of Uniserve's Personnel and shall make available such reasonable facilities as may be requested from time to time by Uniserve for the storage and safekeeping of test equipment and spare parts;
- (iii) *except* where unavailable, provide a suitable vehicle parking facility for use by Uniserve's Personnel which is free from any legal restrictions and immediately close to the Designated Location;

(d) Notification and Information.

- (i) promptly notify Uniserve if the Covered Equipment needs maintenance or is not operating correctly. Failure by the Customer to notify Uniserve within 24 hours of the Customer first becoming aware of such failure or incorrect operation shall free Uniserve from all obligations to investigate or correct such failure or incorrect operation;
- (ii) subject to Uniserve's confidentiality obligations, make available to Uniserve access to such of its software's operating manuals and information as may be reasonably necessary to enable Uniserve to perform its obligations hereunder and shall if requested by Uniserve provide staff familiar with the Customer's software and operations which staff shall co-operate fully with Uniserve's Personnel in the diagnosis of any failure or incorrect operation of the Covered Equipment. In this

regard Uniserve shall only access such software and materials to the extent strictly necessary for the provision of the Maintenance Services.

- (iii) make available to Uniserve free of charge all facilities and services reasonably required by Uniserve to enable Uniserve to perform the Maintenance Services including without limitation, print-outs, data preparation, office accommodation, internet access, and photocopying;
- (iv) in the event that Uniserve is requested to supply any Maintenance Services in respect of any Additional Equipment and Uniserve has agreed in writing to do so, advise Uniserve forthwith of the date of installation of such item of Additional Equipment at the Designated Location.

(e) Miscellaneous

- (i) provide such telecommunication facilities as are reasonably required by Uniserve for testing and diagnostic purposes at the Customer's expense; and
- (ii) keep full secure copies of the Customer's software, databases, and computer records in accordance with best computing practice.

6.2 Exclusivity. Except as authorized by Uniserve in writing, Customer shall not engage any third party to provide maintenance and support services for the Covered Products.

7. EXCEPTIONS & LIMITATIONS

7.1 Excluded Services. The Maintenance Services exclude any maintenance or support of the Covered Products required as a result of any of the following (the "**Excluded Causes**"):

- (a) causes external to the Covered Products, such as (i) failure or fluctuation of electric power, air conditioning, humidity control, or other environmental conditions; (ii) water or other liquid damage; (iii) damage caused by fire originating from a source outside of the Covered Equipment; (iv) environmental contamination; (v) use of incompatible software, devices, consumables, or accessories (except where provided by Uniserve); (vi) improper or insufficient ventilation external to the Covered Equipment (except where ventilation system is provided by Uniserve); or (vii) non-ordinary uses of the Covered Products;
- (b) accident, vandalism, transportation, neglect, abuse, misuse, including, without limitation, a failure to operate the Covered Equipment or Covered Software in accordance with its documentation or any instructions provided by Uniserve;
- (c) the failure or malfunction of any software, tools, equipment, parts, components, or facilities not provided by Uniserve;
- (d) installation of upgrades or new features without prior specific authorization of Uniserve;
- (e) uninstallation or reinstallation of the Covered Software without prior specific authorization of Uniserve;
- (f) refurbishing the Covered Equipment without prior specific authorization of Uniserve;
- (g) modifications, alterations, upgrades, repairs, maintenance, or support of the Covered Equipment or Covered Software by Persons other than Uniserve or its Representatives;
- (h) a breach of this Schedule of Maintenance and Support or the Agreement by Customer or its Representatives;

- (i) any fault in any attachments or associated equipment (whether or not supplied by Uniserve) which do not form part of the Covered Equipment;
- (j) the use of pirated software;
- (k) an act of God, flood, tornado, hurricane, war, act of violence, theft or attempted theft, or any other similar occurrence;
- (l) any attempt by any person other than Uniserve's Personnel to adjust repair or maintain the Equipment;
or
- (m) any head crash or failure of fixed or removable storage media.

Uniserve has sole discretion to determine whether or not maintenance or support services are required because of an Excluded Cause.

7.2 Additional Excluded Services. The Maintenance Services also exclude:

- (a) development of patches or upgrades for any Covered Software or any other modifications of the source code of the Covered Software
- (b) the purchase of replacement software for Covered Software
- (c) the provision of services other than at the Designated Location (or such other location as Uniserve shall have approved in writing);
- (d) repair or renewal of disk packs, print cartridges, or other consumable supplies;
- (e) maintenance or support of the operating system or any other software operating on the Covered Equipment, unless (i) such operating system or other software is listed in the list of Covered Software, or (ii) maintenance or support of the operating system is necessarily incidental to providing the Maintenance Services to the Covered Products;
- (f) electrical or other environmental work external to the Covered Products;
- (g) remediation of problems, bugs, or Errors determined by Uniserve to have been caused by the failure or malfunction of any software, tools, equipment, or facilities not included in the Covered Products;
- (h) maintenance or support of any software that does not form part of the Covered Software;
- (i) maintenance or support of any equipment that does not form part of the Covered Equipment;
- (j) maintenance or support of any attachments or associated equipment not supplied by Uniserve and which do not form part of the Covered Equipment; or
- (k) recovery or reconstruction of any data or programs lost or spoiled as a result of any breakdown of or fault in a Covered Product.

7.3 Limitations. Customer agrees that:

- (a) Uniserve has no obligation to resolve Errors that are not reported via a Contact Point or that are reported outside of Maintenance Hours;

- (b) unless Customer has ordered Emergency Services and Uniserve has agreed to provide them, Uniserve has no obligation to attempt to resolve Errors outside of Maintenance Hours;
 - (c) Uniserve is not obligated to attempt to resolve reported errors which Uniserve is unable to verify or reproduce;
 - (d) Uniserve does not warrant or guarantee all Errors will be resolved, or that any Error will be resolved within a particular time frame.
 - (e) Uniserve's obligations hereunder are conditional upon Customer's compliance with Part 6.
- 7.4 Replacement of Failed Equipment. Uniserve shall (if it is reasonably able to do so) at the request and expense of the Customer repair or replace any part of the Covered Products which has failed due to an Excluded Cause subject to the Customer accepting Uniserve's written fee quotation therefor prior to the commencement of work.
8. **MAINTENANCE FEES**
- 8.1 Maintenance Fees. In consideration of the Maintenance Services, Customer shall pay the fees as specified in the SoW or as otherwise specified in this Schedule of Maintenance and Support. The fees shall be paid without prior demand and no payment shall be considered made until it is received by Uniserve in cleared funds. All payments shall be made in the manner specified by Uniserve.
- 8.2 Additional Charges. Any charges payable by the Customer hereunder shall be paid (unless otherwise provided elsewhere in this Schedule of Maintenance and Support) within the period specified in the applicable SoW or if not specified then in 14 days after receipt of Uniserve's invoice therefor (the end of such period being the "**Due Date**").
- 8.3 Additional Equipment. If Customer requests of Uniserve any maintenance or support services for equipment ("**Additional Equipment**") or software ("**Additional Software**") at the Designated Location which is not included in the Covered Products, Uniserve may reject such request or if not rejected provide Customer with a quote for the requested maintenance or support service. Upon Customer's written acceptance of such quote, Uniserve shall provide the Maintenance Services in respect of the Additional Equipment and Additional Software in the same way as in respect of the Covered Products and charge for it according to the rate set out in the quote and such charges will form part of the fees. Thereafter such Additional Equipment will form and for all purposes be considered part of the Covered Equipment and such Additional Software will form and for all purposes be considered part of the Covered Software but only for the purposes of this Schedule of Maintenance and Support.
- 8.4 Discretion to Increase Charges. Notwithstanding anything to the contrary in the Agreement, at the expiration of each Service Period, but no more than once in any 12 month period, Uniserve shall be entitled to increase the fees to accord with any change in Uniserve's standard scale of charges by giving to the Customer not less than 60 days' prior written notice. Where and whenever such notice is given the Customer shall have the right to terminate the portion of Maintenance Services which correspond with the increased fees as from the date on which such notice expires by giving to Uniserve written notice of termination not less than 30 days before such date.
- 8.5 Additional Charges. Uniserve may charge additional fees in accordance with its standard scale of fees from time to time in force for service visits:
- (a) made at the request of the Customer by reason of any fault in the Covered Products due to causes not covered by the Maintenance Services; or

- (b) made at the request of the Customer but which Uniserve finds in its sole discretion are frivolous or not necessary in order to enable Uniserve to comply with its obligations under this Schedule of Maintenance and Support.

9. **REPLACEMENT**

- 9.1 Right to Replace. Uniserve reserves the right to replace the whole of the Covered Equipment or any part or parts thereof which may be found to be faulty or in need of investigation as to whether faults may exist in their operation.
 - 9.2 Replacement Equipment. Uniserve in effecting any such replacement shall not remove the Covered Equipment or any part or parts thereof (the “**Removed Equipment**”) until Uniserve is ready to install equipment or parts to replace it (the “**Replacement Equipment**”). To the extent any Removed Equipment is covered by Customer’s Equipment Access Right, the corresponding Replacement Equipment will become covered by such Equipment Access Right as Equipment.
 - 9.3 Notice. Uniserve shall at the time of any such replacement notify the Customer in writing of details of the Replacement Equipment including the serial numbers.
 - 9.4 Performance Levels. If the Replacement Equipment is not equipment or parts which are identical in all respects to the Removed Equipment Uniserve shall inform the Customer in writing at the time of replacement. The Replacement Equipment shall not in any event provide less than an equivalent level of performance and functionality to the Removed Equipment unless such is impractical to procure.
 - 9.5 Uniserve Ownership. Any Replacement Equipment provided by Uniserve hereunder in replacement of Equipment and any parts removed from the Equipment: (a) are and will remain the property of Uniserve or its lessors; (b) will be deemed Equipment for the purposes of this Support and Maintenance Schedule and the MSA; and (c) will be deemed Covered Equipment for the purposes of this Support and Maintenance Schedule.
 - 9.6 Customer Ownership. Before replacing any Customer Equipment under this Part 9, Uniserve will quote the price for such replacement to Customer and if accepted by Customer, Customer shall pay such quoted amount. Otherwise, if not accepted or paid by Customer, Uniserve has no obligation to replace the Customer Equipment. Any Replacement Equipment provided by Uniserve hereunder in replacement of Customer Equipment will become the property of the Customer and will be deemed Covered Equipment for the purposes of this Support and Maintenance Schedule. The Removed Equipment removed pursuant to this Clause will become the property of Uniserve.
 - 9.7 Applicability. The provisions of this Schedule of Maintenance and Support shall apply to all replacements and renewals of any part or parts of the Covered Equipment made by Uniserve during the continuance of this Schedule of Maintenance and Support.
 - 9.8 Data Destruction. In removing any Covered Equipment or part thereof, Uniserve undertakes (provided the condition of the Removed Equipment reasonably allows) to copy and provide such copy to the Customer or to allow the Customer first to copy any information or data which may be stored on the Removed Equipment. Uniserve thereafter undertakes not to disclose any such information or data but to expunge it forthwith from the Removed Equipment (provided the condition of the Removed Equipment reasonably allows).
- ## 10. **SERVICE PERIOD**
- 10.1 Term. Uniserve shall provide Maintenance Service during the applicable Service Period commencing on the Commencement Date.

10.2 Cancellation. Notwithstanding Section 7.2 of the MSA (*Customer Cancellation for Convenience*), the Maintenance Services may not be cancelled by Customer while Customer is in possession of Equipment as part of the Equipment Access Right.

11. **LIMITATION OF LIABILITY**

11.1 Uniserve shall not be liable for any loss or damage sustained or incurred by the Customer or any third party (including without limitation any loss of use of the Equipment or loss or corruption of the Customer's software or data) resulting from any breakdown of or fault in the Equipment unless such breakdown or fault is caused by the negligence or wilful misconduct of Uniserve, its employees, agents or sub-contractors, and then only to the extent not excluded by this Schedule of Maintenance and Support. In the event Uniserve has liability under this Clause 11.1, such liability will be limited by the provisions of the MSA.

11.2 Without limiting anything in the MSA, Uniserve shall not be liable to the Customer for any loss arising out of any failure by the Customer to keep full and up-to-date secure copies of the computer software and data it uses in accordance with best computing practice nor for any loss arising out of by the Customer's failure to implement a recommendation by Uniserve as to increasing the reliability of the Covered Equipment or Covered Software.