

## PRODUCT SUPPORT AGREEMENT

This Decos Software and Product Support Agreement (“Support Agreement”) is between Decos Software Development Pvt. Ltd. (“Decos”) and the customer identified in **Annexure-A** (“Customer”) for the support and maintenance of the Products (defined below) by Decos Software Development Pvt. Ltd. This Support Agreement is for the period specified in **Annexure-A** (the “Effective Period”). The Support Type and Product(s) covered under this Agreement also are listed in **Annexure-A**, which is hereby incorporated by this reference.

NOW THEREFORE the parties have agreed as follows.

### 1 DEFINITIONS

Unless otherwise defined herein, the following terms shall have the meanings set forth below:

- 1.1 “Fault” means any material failure where there is a non-conformity between the behaviour of the Software and its functional specifications as set forth in the Documentation. A non-conformity is not a Fault if it does not materially impair Company’s use of the Software or the Fault results from Company’s (a) misuse, improper use, alteration, or damage of the Software; or (b) use of the Software with any hardware or software not supplied by Decos or mutually approved by Decos and Company; or (c) use of the Software in a location other than the Designated Location or in an operating environment other than the Designated Operating Environment, or (d) individual Patches and/or Service Packs that have not been deployed by others than Decos according to the correct process or in the correct sequence
- 1.2 “Decos Self Service Code Management Tools” means the self-service tool to be used by Company, with trained employees (pursuant to a Service Agreement executed by Decos and Company), to maintain the Software in the Designated Operating Environment including merging and deployment of Patches and Service Packs.
- 1.3 “Maintenance Fee Date” means the Effective Date and any anniversary thereof.
- 1.4 “Maintenance Fees” shall have the meaning set forth in Section 6.
- 1.5 “Patch” means Updates to correct affected parts of the Company Release
- 1.6 “Service Pack” means a collection of new or changed parts of the Company Release including Enhancements and accumulations of Patches.
- 1.7 “Trainers” mean the employees of Company who are trained by Decos to train Company’s end users pursuant to a Services Agreement executed by Decos and Company.
- 1.8 All other terms and definitions shall have the meanings ascribed to them in the General Terms and Conditions, which form part of this Agreement as **Exhibit A**, and in the License Agreement. Terms defined in this Maintenance Agreement shall, unless otherwise defined or the context otherwise requires, bear the same meaning in any License Agreements, Application Support Agreement and Services Agreement, and vice versa.

## **2 MAINTENANCE**

### 2.1 New versions

Decos undertakes to make Current Releases available to the Company on suitable data media or via suitable electronic means of transmission. Current Releases may require new releases of Database, Operative Systems, Third Party Products and Hardware. New releases of Database, Operative Systems, Third Party Products may require new Current Releases.

### 2.2 Decos Internet Support Center

Company is granted access to Decos (WEB based) Internet Support Center (7\*24) for Fault reporting, knowledge search, search for available Patches/Service Packs, and case tracking to track and control reported Faults related to the Software and Documentation.

### 2.3 Maintenance services

Decos shall maintain the Software and the Documentation so that it operates in substantial conformity. Decos shall make a reasonable effort to correct Faults in the Company Release of which Decos becomes aware. The Company undertakes to provide reasonable and timely assistance to Decos in tracing a Fault.

### 2.4 Enhancements and Updates

2.4.1 Decos shall make Updates available for Company.

2.4.2 Enhancements to the Software shall be developed at Decos' sole discretion, and any Enhancements released shall be made available to Company.

2.4.3 Updates and Enhancements are available as Patches and Service Packs and are accessible by Company via Decos Internet Support Center. Upon Company's receipt of such Enhancements and Updates they shall be subject to the terms and conditions of this Maintenance Agreement and shall be deemed incorporated into and made part of the Software. Telephone support, code management, patch merge, patch deployment, and restoration of data if required, and other services and expenses related thereto shall be conducted pursuant to an Application Support Agreement or Services Agreement and be priced separately. Customization of Enhancements and Updates requested by Company or Customization of Enhancements and Updates required to adapt or conform Enhancements and Updates to Customized Software shall occur under a separate Application Support Agreement or Services Agreement and shall be separately priced.

### 2.5 Case Severity

Case severity is set by Decos on Company's classification of Case Importance and the business critical importance for Company.

**Urgent:** Environment is down, all / most of the users are not able to operate the system, big business impact

**High:** Part of the environment is not functional, some users are not able to operate the system, business is getting impacted up to high extent

**Medium:** One or more functionality is not working as expected, but no work around available, business impact if not solved in mid-term

**Low:** One or more functionality is not working as expected, but there is work around available, suggestion, change request, cosmetic change. No impact on business as such. The result does not prevent operation of the software.

## 2.6 Maintenance of Third Party Products

To the extent maintenance of Third Party Products is provided by Decos which are used in connection with JOIN product, Decos shall provide the same nature and level of maintenance for Third Party Products to Company as Decos receives from the applicable Third party vendor.

## 2.7 On-site services

Maintenance does not include any on-site services.

## 3 LIMITATION OF MAINTENANCE

### 3.1 Company Faults

If Company notifies Decos of a Fault and Decos determines that the Fault is due to Company's incorrect or improper use of the Software (as opposed to a Fault in the Software), Decos shall have no obligation to take any action to correct the Fault. Company shall pay Decos the current time and materials rate for all services and all expenses used to determine that the Fault was due to the Company's incorrect or improper use of the Software. At Company's request and at Decos' sole discretion, Decos may attempt to correct the Fault, and Company shall pay Decos the current time and materials rate for all services provided and all expenses of Decos associated with performance of those services, whether or not the Fault is corrected.

### 3.2 Company Release

Decos is obliged to support last two minor versions. For Example: Latest Release is V5.4, Support available up to V5.2. "Customer" is expected to update the solution to the latest release on timely bases.

## 4 ADDITIONAL SUPPORT

Additional services including on-site support which may be requested by Company or necessary to maintain the Software, the Customized Software, or the Third Party Product shall be provided under a separate Application Support Agreement or Services Agreement. In the event that Decos provides on-site support, Company shall provide Decos reasonable on-site access, without charge, to Company's facilities, appropriate personnel, the Licensed Materials, related computing equipment and any other information reasonably requested by Decos so as to enable Decos to provide Support Services on-site.

## **5 OBLIGATIONS OF CUSTOMER**

### 5.1 First level support

5.1.1 All Faults reports shall be made via Decos Internet Support Center and shall be supervised, coordinated, and undertaken by no more than one designated Key User for the Company's work-shift. "Key User" means such Company's personnel, who have been trained by Decos and who are responsible for initial problem resolution for Company and subsequent report to Decos, where a resolution requires Decos' services. All problems must be researched by the Key User before reporting to Decos. Company shall designate two Key Users for each product area. A Key User may be responsible for more than one product area.

5.1.2 All reports shall be in English

### 5.2 Fault determination

5.2.1 The Fault shall be reproduced in the Designated Operating Environment on the Company Release, and which is devoid of Customized Software or Self Customized Software.

5.2.2 Company shall make reasonable effort to find released Patches and Service Packs before reporting Faults to Decos

### 5.3 Fault reporting

5.3.1 Company shall provide Decos with a written Fault report including a detailed description of the nature of the Fault and how it arose. By written is to be understood via Decos Internet Support Center. Company accepts that it may not be possible to correct a Fault if it cannot be reproduced on a client device in the Designated Operating Environment.

5.3.2 All reports shall be in English

### 5.4 Code maintenance

Decos is responsible, with trained system engineers, to maintain the Software in the Designated Operating Environment. This includes deployment of needed Patches and Service Packs including code management, patch merge, patch deployment, and restoration of data if required, and other related services. If Company wants to perform Code Maintenance on any Customized Software, Company must have a Tool License Agreement.

### 5.5 Enhancements

Company acknowledges and agrees that Enhancements provided by Decos pursuant to this Maintenance Agreement may require additional training of Company's Trainers and Named Users. In consideration of Decos' continued maintenance of Enhancements in accordance with the terms of this Maintenance Agreement, Company agrees to perform appropriate training with respect to Enhancements.

### 5.6 Infrastructure

Company is responsible to maintain required infrastructure and Designated Operating Environment

- (a) To upgrade and maintain Hardware, Operating System, Database and Third Party Products if a new release of the Application Software so require
- (b) To upgrade the Application Software if Hardware, Operating System, Database and/or Third Party Products so require

## **6 MAINTENANCE FEES**

### 6.1 Payment

#### 6.1.1 Annual payment for Software

In consideration of the maintenance services provided under this Maintenance Agreement, Company agrees to pay Maintenance Fees as per PO:

#### 6.1.2 Calculation of partial year of Maintenance Fees

The Maintenance Fees for any additional Application Software or Tool Software licensed to Company after the Maintenance Fee Date shall be, prorated for the number of partial or full months remaining between the Acceptance Date for such Software and the next Maintenance Fee Date. The Maintenance Fees for such Software shall be due and payable on the Acceptance Date.

#### 6.1.3 Price increases

The Maintenance Fee may be adjusted upward by Decos on an annual basis (on the anniversary date of this Maintenance Agreement) not to exceed the rate of increase in the preceding Twelve months period as particularly specified in pricing and/or commercial terms.

### 6.2 Manner of payment

Maintenance Fees are due and payable on each Maintenance Fee Date. All other service fees and expenses shall be invoiced monthly and are due and payable by Company within thirty (30) days of the date of invoice.

### 6.3 Non-payment

Decos reserves the right to refuse to provide maintenance services when charges to Company remain unpaid after thirty (30) days from the due date or invoice date, as applicable. Decos agrees to reinstate maintenance services promptly upon payment of all past due charges.

### 6.4 Out-of-pocket expenses

All reasonable out-of-pocket expenses incurred by Decos, including for meals, lodging and travel, under this Maintenance Agreement on behalf of Company shall be paid by Company.

## **7 TERM AND TERMINATION**

### **7.1 Term**

The term of this Maintenance Agreement shall commence on the Maintenance Fee Date and shall continue for a period of one year unless the Maintenance Agreement is terminated pursuant to this Section 7 or pursuant to Section 7 of the General Terms and Conditions.

### **7.2 Termination without cause**

Either party may terminate this Maintenance Agreement effective at the end of the original term or any renewal term by giving written notice to the other party at least three (3) months before the expiration of the original or renewal term, as applicable. Company shall pay any accrued charges incurred prior to the effective date of termination. If Company comes under the direct or indirect or de facto control or direction of any other person, corporation or organization, which is a competitor of Decos, Decos may terminate this Maintenance Agreement by giving written notice operating from a date specified in that notice.

### **7.3 Termination of License**

If Decos or Company terminates the Application License Agreement for any reason as to all of the Software licensed under that agreement, this Maintenance Agreement shall automatically terminate. If Decos or Company terminates any License Agreements for any reason as to only some of the Software licensed under that agreement, then this Maintenance Agreement shall remain in effect for the remaining Software.

### **7.4 Duties upon termination**

Upon termination of this Maintenance Agreement, Company shall return, erase or destroy all copies of the Source Code and Decos Self Service Management Tools (as part of the Software) and related documentation unless such termination is as a result of an Event of Default on the part of Decos. In the event that the Application Source Code is provided under the provisions of the forgoing the Company's use of the Application Source Code shall be restricted to the purpose of maintaining the Software and any Enhancements and Updates.

## **8 WARRANTY AND DISCLAIMER**

### **8.1 Warranty**

Decos warrants that the maintenance services performed with respect to the Software shall be of professional quality, and performed in a workmanlike manner with qualified personnel. Decos makes no representation or warranty that Updates and Enhancements will be compatible with prior releases of the Software or with Customized Software. Except as expressly provided herein, Decos disclaims all other warranties for maintenance of the Software, including all warranties of implied merchantability or fitness for a particular purpose.

## 8.2 Disclaimer

Decos shall not be responsible under this Maintenance Agreement to provide Updates, Enhancements, or any other maintenance and support for Licensed Material that Company (a) misuses, uses improperly, alters, or damages; (b) uses with any hardware or software not supplied or approved by Decos; (c) uses in a location other than the Designated Location, or in an operating environment other than the Designated Operating Environment; or (d) otherwise uses in a manner not in accordance with the License Agreements.

## **9 SUBCONTRACTING**

Decos reserves the right to subcontract all or part of the maintenance services, but Decos shall remain responsible for the performance of such maintenance services by its subcontractors.

## Annexure A

Support Agreement No: <Agreement No>

Company Name	<Customer Name>
Support Location	<Address>
Owner Name	<Customer POC>
Product Name & Version	JOIN Version <Version No including minor version>
Modules	<Keep Modules applicable for the customer> <ol style="list-style-type: none"> <li>1. Email Service</li> <li>2. Scan Service</li> <li>3. Workflow Designer</li> <li>4. XML Import</li> <li>5. Active Directory Authentication</li> <li>6. JOIN Connect</li> <li>7. JOIN Now</li> <li>8. Digital Signature</li> <li>9. Barcode</li> <li>10. IFS Adapter</li> <li>11. JOIN Mobile</li> </ol>
Number of Users	Admin User(s): Named User(s): JOIN Now User(s): JOIN Mobile User(s):
Support Type	Annual Maintenance
Support Period	<From Date> to <To Date>