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**AMCAD ENGINEERING****SUPPORT AND MAINTENANCE SERVICES AGREEMENT  
(SMSA)****FOR****IQSTAR 1.6-1.7 / VISION 2.4-2.4.1 / WHITEBOARD 1.6-1.7 / FLOATING SERVER 1.0-1.1  
LICENSED PROGRAMS**

This Support And Maintenance Services Agreement (hereinafter "SMSA") and the terms incorporated herein by reference (including terms referenced on a website) are related to the End User License Agreement between AMCAD and Customer ("Agreement") and complement the terms of the section "Support and Maintenance Services" of the Agreement related to the Maintenance of the Licensed Programs and associated Customer Support.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement. "Customer" means the relevant entity that has entered into the Agreement with AMCAD to use the License, whatever it is referred to in that Agreement.

In the event of a discrepancy, inconsistency or contradiction between this SMSA and the other terms of the Agreement, the provisions of the Agreement shall prevail. Customer acknowledges that it has full knowledge of and agrees with all the terms of this SMSA and those incorporated herein by reference.

## **1. Maintenance Agreement**

Maintenance program consists of providing an updated version of the Software, at least annually, to Customers under Maintenance contract according to the Maintenance pricing structures and the contract related to the financial transaction between AMCAD and the Customer.

During any paid Software Maintenance program, if applicable, AMCAD shall provide Software Maintenance Service for the licensed Programs which consists of: delivering subsequent releases of the Programs, if any, that are not charged for separately; exerting reasonable efforts to both (a) provide, within a reasonable time, workarounds for any material programming errors in the current release of the Programs that are directly attributable to AMCAD, and (b) correct such errors in the next available release, provided Licensee provides AMCAD with sufficient information to identify the errors. During this same paid Software Maintenance Service term, Licensee shall also be entitled to receive technical support related to bug fixes and patches, and their interaction with supported hardware and operating systems. Depending on the functionalities offered by the Licensed Programs, the Maintenance Program shall also unlock specific Software functionalities, as specified in the Licensed Programs brochures and related documentation. Additional charges apply if the maintenance program has been interrupted for any reason.

Maintenance programs can be offered to Customers with:

- One-year Maintenance Agreement
- Two-year Maintenance Agreement
- Three-year Maintenance Agreement

The starting date of such Maintenance Agreement begins with the License Activation which enables the Software functionalities.

## **2. Support Agreement**

During this same paid Software Support Agreement, for any Software under active Maintenance program, Licensee shall also be entitled to receive technical support for the current release. Technical support means assistance by telephone and electronic mail with the installation and/or use of the then current release of the licensed Programs, including customized guidance for the Software use, and their interaction with supported hardware and operating systems.

The Support program consists in assistance provided by our application engineers located in France, or in any other country in which a qualified technical resource center has been designated by AMCAD.

The Support program is offered in two packages:

- of thirty-five (35) hours (AMSP35 Program),
- or seventy (70) hours (AMSP70 Program),

These packages have to be used over a twelve (12) month period. Any support hours not used during the contract period cannot be reimbursed, nor can be carried over to a subsequent support period. Payment for this program is made in full when the order is placed to AMCAD.

The consumption of such hour package is determined by the Customer's needs. By way of example, but without limiting the scope, training sessions in the use of the new Software version can be given, individually or to a group of up to five (5) people per package. Alternatively, these hours can also be used to validate the backward compatibility of the new Software version with customer projects developed with an

earlier version of the Software. Monthly meetings between AMCAD engineers and the Customer can be scheduled for a successful use of the Software functionalities.

During a Support Program, new functionalities may be requested, such as development of a new instrument driver compatible with the Software, as an example. AMCAD may decide to provide such a the development at no cost if this one is aligned with AMCAD's technology roadmap. Alternatively, AMCAD may ask for a specific engineering fees if AMCAD needs to prioritize such a development to cover the specific needs of the Customer. In both cases, AMCAD will keep the intellectual property associated with such a development.

Customer Data used during this Support Agreement are governed by the End User License Agreement between AMCAD and Customer ("Agreement") as provided in the section, "Customer Data; Data Privacy" .