



Versasec Support and Maintenance Agreement

This Support and Maintenance Agreement (hereinafter "Agreement") is entered into on <TBC: Date> ("Effective Date") by and between <TBC: Regional Versasec Legal Entity>, with offices located at <TBC: Versasec Address>, (hereinafter referred to as "Versasec" and/or "Licensor") AND <TBC: Customer Legal Entity> with offices located at <TBC: Customer Address>, hereinafter referred to as the "LICENSEE".

The parties being also referred to collectively as "the Parties" or individually as "Party".

WHEREAS (a) License Agreement with respect to the SOFTWARE will be signed between Versasec and LICENSEE.

(b) This Agreement defines the terms and conditions under which Versasec accepts to provide support and maintenance services to LICENSEE for the SOFTWARE provided by Versasec as installed on LICENCEE's Site.

Definitions:

a. "**AGREEMENT**" shall mean this support and maintenance agreement between the LICENSEE and Versasec for the supply of the support and maintenance services, including herein all the attached Appendices.

b. "**CORRECTION OF A SOFTWARE PROBLEM**" shall mean the replacement of defective SOFTWARE distribution media and/or making the function of SOFTWARE consistent with the SOFTWARE Specification.

c. "**CORRECTIVE RELEASE**" means a version of the SOFTWARE that shall generally be designated by a new version number that has changed from the prior number only to the right of the second decimal point (e.g., Version 2.2.0 to Version 2.2.1). A Corrective Release shall address any correction or modification of a current Version of the SOFTWARE but not affecting the functionalities, or any improvement of existing functionalities, either by the provision of software to be reinstalled or a corrective patch to be installed on the current Version.

d. "**NEW FEATURE RELEASE**" means a version of the SOFTWARE that shall generally be designated by a new version number that has changed from the prior number to the left of the second decimal point (e.g., Version 2.2.0 to Version 2.3.0 or 3.0.0). Any New Feature Release addresses a new version of the SOFTWARE affecting and/or adding new functionalities, and/or new interfaces (these conditions are not cumulative) without any change in the architecture of the SOFTWARE and based on the former version.

e. "**RESPONSE TIME**" shall mean the time interval from Customer Service Request acknowledgement (Call Reference – CR – provided to the Customer or ticket ID from the Versasec Web based support portal) to the first progress report (notification of the Call Status – CS) returned to the Customer.

f. "**SOFTWARE**" means the software product described as _____ and named "_____" provided by Versasec, also referred to as the Licensed Software.

g. "**SOFTWARE LICENSE AGREEMENT**" means the License Agreement to be signed between Versasec and LICENSEE with respect to the Licensed SOFTWARE.

h. "**SUPPORT FEE**" means fees in consideration of the support and maintenance services provided hereunder.

i. "**SUPPORT PERIOD**" shall mean a period of time beginning from the Effective Date and terminating at the renewal or termination of the Agreement. See Appendix 2 for further details and examples.



1. Scope of Support Services

The support services shall apply exclusively to releases of SOFTWARE by Versasec that are supported by Versasec i.e. FEATURE RELEASE version N (where N is the current version) and N – 1 (the previous FEATURE RELEASE) of the SOFTWARE. Should LICENSEE desire to extend the scope of the support services to additional software products or versions, it shall inform Versasec of such desire and the Parties shall negotiate the terms and conditions of such extension to be set forth in a written amendment signed by both Parties and to be annexed to this Agreement as an Appendix.

2. Support Services

The support services shall consist of, and are limited to, those services as agreed in this Agreement. See Appendix 1. Versasec makes no guarantees with their services, but shall make best efforts to do so.

3. Support Interfaces

LICENSEE shall designate two (2) contact points that will be in charge of the support and act as the only technical interfaces with Versasec with respect to the performance of obligations under this Agreement. Versasec shall have the sole right to deny the designated contact points by LICENSEE upon written notice, without cause, and LICENSEE shall then promptly appoint a replacement contact point. LICENSEE may, on its own, replace its contact points upon fifteen (15) days prior written notice to Versasec, or from the Versasec Web based support portal.

4. Obligations of Licensee

LICENSEE shall:

- a) Use the SOFTWARE under normal, ordinary conditions and strictly in accordance with the Software License Agreement;
- b) Make requests under this Agreement through the Versasec Web based support portal;
- c) Keep a report containing a summary of all problems reported on the supported SOFTWARE covered by the Agreement;
- d) Be solely responsible for the security of its confidential and proprietary information and not disclose such information except on a “need-to-know” basis for the purposes of Versasec’s performance of the Agreement.

5. Confidentiality and Proprietary Rights

The Parties acknowledge that by reason of their relationship hereunder each party will have access to certain proprietary information and materials concerning the other Party’s business, plans, customers, software and other technology and products that are confidential, trade secret and of substantial value to such Party, which value would be impaired if such information were disclosed to third Parties (“Confidential Information”). Each Party agrees that it (the “Receiving Party”) will not use in any way on Receiving Party’s own behalf or on behalf of any third party, nor disclose to any third Party, any Confidential Information revealed to Receiving Party by the other party (the “Disclosing Party”) or otherwise obtained by the Receiving Party. Receiving Party shall take reasonable precaution to protect the confidentiality and avoid unauthorized disclosure of all Confidential Information. Notwithstanding the above, each Party is entitled to disclose any information received from the other Party to any of its affiliated companies controlled by the Party having received the confidential information on a need-to-know basis.

The term “Confidential Information” shall not be deemed to include information which:

- a) Is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available;
- b) Is known by the receiving party at the time of receiving such information as evidenced by its records;



- c) Is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure;
- d) Is independently developed by the receiving party without any use of any Confidential information and without any breach of this Agreement.

6. Price – Payment

In consideration of the support services provided hereunder, LICENSEE shall pay to Versasec a fixed annual Support Fee. Prices are exclusive of VAT. All Support Fees do not include, and LICENSEE shall be responsible for, any sales, use or other taxes (other than taxes based on Versasec's net income) associated with the Support Fees.

Annual Support Fee shall be revised by Versasec yearly according to Section 14 (b) below.

The services described in this Agreement shall be paid to Versasec by LICENSEE thirty (30) days net after the date of issuance of the invoice by Versasec.

Should LICENSEE fail to pay the Support Fee on due date, for any reason, Versasec may at its sole discretion in such event, and without prejudice to any other remedy at any other time after payment has become due, terminate or temporarily suspend the performance of this Agreement. Overdue payments shall accrue interest, at the lesser of 1½% per month or the maximum allowable interest under applicable law, based on the full past due amount, from due date until paid, and LICENSEE shall pay Versasec's cost of collection (including reasonable attorneys' fees and costs).

7. Support Services Exclusion

Support services provided by Versasec are expressly excluded from the scope of this Agreement:

- a) For Equipment, nor any environment support nor any software not supplied by Versasec;
- b) For previous SOFTWARE versions, released more than 12 months or three (3) NEW FEATURE RELEASES behind the current NEW FEATURE RELEASE, whatever comes first;
- c) For system administration related problems and system configuration and test assistance, except in case of installation of CORRECTIVE RELEASES and NEW FEATURE RELEASES of the SOFTWARE. In that case, Versasec will deliver a release note, which explains how to install the SOFTWARE and will provide support;
- d) In case the SOFTWARE has been altered or modified by LICENSEE or any third party without the prior, written consent of Versasec or the SOFTWARE has been maintained by LICENSEE or by any third-party;
- e) If the SOFTWARE is used outside the normal, ordinary conditions and strictly in accordance with the SOFTWARE LICENSE AGREEMENT;
- f) For modifications made by LICENSEE to its operating system or environment that are significantly different from those under which were applicable at the time the SOFTWARE was licensed;
- g) In case Malfunctions are due to reasons external to the SOFTWARE including, but not limited to, failure or fluctuation of electrical supplies, accidents or natural disasters.

In addition, Versasec may in such cases and without prior notification to LICENSEE, immediately cancel this Agreement without prejudice to any liquidated damages and/or compensation, which shall be due to Versasec from LICENSEE for any breach of this Agreement by LICENSEE. In all cases, in the event of termination of the SOFTWARE LICENSE AGREEMENT for whatever reason, this Agreement shall immediately terminate, in Versasec's sole discretion.

8. Disclaimer

TO THE EXTENT PERMITTED BY LAW, AND EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, VERSASEC AND ITS SUPPLIERS MAKE NO WARRANTY OR GAURANTEE AND LICENSEE AGREES TO ASSUME ALL OF THE RISKS FROM LICENSEE'S USE OF THE LICENSED SOFTWARE, THE SUPPORT SERVICES AND/OR THE AVAILABILITY OF



CORRECTIVE RELEASES OR NEW FEATURE RELEASE OF THE SOFTWARE, AND LICENSEE AGREES TO ACCEPT THE SOFTWARE, SUPPORT SERVICES, CORRECTIVE RELEASES AND NEW FEATURE RELEASES OF THE SOFTWARE “AS IS” AND “WITH ALL DEFECTS.” LICENSEE ACKNOWLEDGES THAT VERSASEC AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES REGARDING THE SOFTWARE, SUPPORT SERVICES, CORRECTIVE RELEASES AND NEW FEATURE RELEASES OF THE LICENSED SOFTWARE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

9. *Limitation of Liability*

TO THE EXTENT PERMITTED BY LAW, VERSASEC AND ITS SUPPLIERS SHALL UNDER NO CIRCUMSTANCES BE HELD LIABLE WHETHER IN CONTRACT, IN TORT, OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF OPPORTUNITY, BUSINESS DISRUPTION OR OTHER PECUNARY LOSS ARISING OUT OF, OR FAILURE OF, PROVISION OF THE SUPPORT SERVICES, EVEN IF VERSASEC AND/OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. IN ANY CASE, VERSASEC’S ENTIRE LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY OR OTHERWISE SHALL BE LIMITED TO THE SUPPORT FEE ACTUALLY PAID BY LICENSEE UNDER THIS AGREEMENT. FURTHERMORE, VERSASEC AND ITS SUPPLIERS SHALL UNDER NO CIRCUMSTANCES BE HELD LIABLE FOR DATA, FILE DATA BASE LOSS, AND/OR PROGRAM DEGRADATION ARISING OUT OF OR RELATING TO THE SUPPORT SERVICES. LICENSEE ACKNOWLEDGES THAT IT IS LICENSEE’S RESPONSIBILITY TO MAKE ALL NECESSARY SAFEGUARDS AND COPIES OF SUCH DATA, FILES, AND PROGRAMS.

10. *Non-Infringement*

Versasec shall, at its cost and expense, defend any action brought against LICENSEE to the extent that it is based on a claim that the SOFTWARE, in the unmodified form licensed to LICENSEE, constitute an infringement of any third party patent, trade mark or copyright, provided that LICENSEE: (1) notifies Versasec within thirty (30) days in a signed writing after getting information of any alleged infringement; failure to notify Versasec within said thirty (30) days shall bar any legal claims or actions being maintained by LICENSEE as against Versasec and (2) makes no admission without Versasec’s written consent, and (3) assists Versasec to conduct negotiations and litigation, if requested by Versasec.

Versasec is authorized, at its own expense, to defend or, at its option, to settle the claims. In the event that the SOFTWARE is held by a final court decision to constitute an actual infringement, Versasec shall at its own costs and sole option, either obtain the right for LICENSEE to continue using the SOFTWARE, or to replace or modify the SOFTWARE so that it become non-infringing, or to reimburse LICENSEE of the amount actually paid by LICENSEE under the License Agreement.

11. *Term of Agreement*

This Agreement shall enter into force on the Effective Date.

Provided that the Annual Fee has been paid by Licensee, the term of this Agreement shall continue for one (1) year from the Effective Date, unless otherwise earlier terminated. This agreement shall be automatically renewed yearly unless earlier terminated by either Party as provided for in Section 12 below. Versasec, in its sole discretion, may immediately terminate the license and services, without prejudice, for failure to timely pay the Annual Fee.

12. Termination

Each Party reserves the right to terminate forthwith this Agreement by written notice, if the other Party has breached materially any of its essential contractual obligations and has failed to remedy such breach within thirty (30) business days of a written notice to cure such remedy, the same giving full particulars of the breach. Either Party chose not to renew this Agreement by sending written notice to the other party not less than 60 days before the expiration of each term. In case of termination of this Agreement, LICENSEE shall not be entitled to recover the annual Support Fee from Versasec for the period starting from the termination date to the end of the then current term of the Agreement.

Furthermore this Agreement shall be immediately terminated by either Party in case of any state of insolvency, receivership or compulsory liquidation of the other Party.

13. Force Majeure

Neither party shall be liable for any failure to fulfil any of its obligations there under in so far as such failure is due to force majeure. The party affected by force majeure shall promptly notify the unaffected party ("Force Majeure Declaration") of the disability to perform its obligations under this Agreement resulting from force majeure. If as a result of force majeure, the performance by either party of its obligations under this Agreement is only partially affected, such party shall nevertheless remain liable for the performance of those obligations not affected by force majeure. If force majeure continues for a period of more than two (2) months from the date of the Force Majeure Declaration and has prevented either of the Parties from performing its obligations in whole or in part during that period, then the Parties shall meet and review in good faith the desirability and conditions of terminating this Agreement.

14. Miscellaneous

a) Independent Contractors

The relationship of Versasec and LICENSEE established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever, and (iv) neither Party is obligated to provide employee benefits to the other Party.

b) Changes

Versasec reserves the right to change its Support Services policies and its pricing from time to time, in its sole discretion. Versasec agrees to provide LICENSEE with thirty (30) days' notice of any such changes, and such changes will take place upon expiration of such notice period; provided, however, that any prices agreed upon for a particular project or prices for Support Services already paid for a particular term, shall not be changed as a result of Versasec's changes.

c) Assignment

LICENSEE agrees that its rights and obligations under this Agreement shall not be transferred or assigned directly or indirectly without the prior written consent of Versasec. Subject to the foregoing sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Any assignments in violation of this Section shall be null and void.

d) Notice

All notices required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent by e-mail, private courier service or by certified or registered mail, postage prepaid, return receipt requested, to the contact persons at the addresses listed below. Notice by



email shall be effective one day after the date it is send, by courier or certified or registered mail shall be effective on the date it is officially recorded as delivered to the intended recipient by return receipt or the date of attempted delivery where delivery is refused by the intended recipient.

15. Governing Law – Settlement of Disputes

This Agreement shall be governed by and construed in accordance with the laws of [redacted] without any reference to the choice-of-law provision. Versasec and LICENSEE shall attempt to settle any claim or controversy arising through consultation and negotiation in good faith and the spirit of mutual co-operation. All disputes arising out of the interpretation or performance of this Agreement, which the parties cannot settle amicably shall be submitted to the courts in [redacted].

16. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. Entire Agreement

This Agreement and the Appendices constitute the entire agreement of the Parties with respect to the subject-matter hereof and replace and supersede any previous document or commitment whether oral or in written. This Agreement cannot be modified, altered or amended in any respect unless in writing and with the signature of both Parties, subject to the above terms.

19. Amendment, Modification and Waiver

No amendment of this Agreement, modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of both parties, subject to the above terms.

20. Counterparts

This Agreement may be executed and accepted in one or more counterparts for the convenience of the Parties, each of which will be deemed an original and all of which, taken together, shall constitute one and the same instrument. Delivery of a facsimile of a manually executed counterpart hereof via facsimile transmission or by electronic mail transmission, including but not limited to an Adobe file format document (also known as a PDF file), shall be as effective as delivery of a manually executed counterpart hereof.

Versasec
Sign: [redacted]
Print: [redacted]
Title: [redacted]
Date: [redacted]

LICENSEE
Sign: [redacted]
Print: [redacted]
Title: [redacted]
Date: [redacted]



Appendix 1: Services

Access to Technical Support

The Versasec support service is available as a Web based support portal that the LICENSEE shall have access to. The Web based support portal will provide the LICENSEE with the ability to raise support tickets and communicate directly with Versasec support staff through both email and text/voice chat.

Response Time Commitment

Versasec commits to respond to a LICENSEE helpdesk, following the intervention plan and depending on the option subscribed by the LICENSEE, within the Time Frame set out below:

CSR Severity	Response Time (Working time)
Urgent	< 4 working hours
High	< 8 working hours
Normal	< 16 working hours
Low	< 24 working hours

“Urgent” means that because of the Versasec SOFTWARE, the LICENSEE’s business is stopped and users cannot make any progress in their work (excluding tests and development).

“High” means that because of the Versasec SOFTWARE, the LICENSEE’s business is restricted but users can carry out work with significant difficulty or delay. Potentially the LICENSEE’s business might stop.

“Normal” means all other problems with the SOFTWARE.

“Low” means that the LICENSEE is requesting information about using the SOFTWARE.

Customer Obligations

This Agreement requires several items to be provided by customers:

Qualified and identified interfaces

Provide the requested and necessary information (logs, traces, smart card hardware, software, and environment) for Versasec to investigate the problem.

Functional Scope

The Support Agreement covers the SOFTWARE for which the LICENSEE has subscribed for support.

New Feature Release and Corrective Release Notification

Versasec will notify the LICENSEE in writing (email) as soon as reasonable, when a New Feature Release is issued and when a Corrective Release is issued.

Release Delivery

Versasec will make Corrective Releases of the SOFTWARE available for download on the product support pages of the Versasec web site.

A delivered release is covered under this contract (during the contract period), for at least 12 months after delivery to the LICENSEE.



Appendix 2: Support Period

Below the length of the SUPPORT PERIOD and pricing for Support and Maintenance (S&M) contracts are defined.

- §1. One (1) calendar month is the minimum unit of S&M that can be allocated.
- §2. S&M is offered in blocks of twelve (12) calendar months.
- §3. Pricing (see pricelist) for S&M contracts is per block of twelve (12) months.
- §4. S&M is mandatory to include in every sale of new or additional SOFTWARE licenses.
- §5. If additional SOFTWARE licenses are acquired, a secondary S&M contract is started at the time of the sale of the additional SOFTWARE license sale. When the first S&M contract is renewed, all S&M contracts are consolidated following the formula below.

$$\begin{aligned} L_X & - \text{Contract period of contract } X \\ R_X & - \text{Remaining period on contract } X \\ V_X & - \text{Volume of licenses for contract } X \\ P(V) & - \text{Contract fee depending on volume (see price list)} \\ C(V_X) & - \text{Consolidated contract fee,} \\ & \text{where } X \text{ is the later contract, to be consolidated in} \\ C(V_X) & = P(V_{Total}) - \left(\frac{R_X}{L_X}\right)P(V_X) \end{aligned}$$

- §6. Automatic renewals – unless canceled in writing to Versasec at least 60 calendar days before the expiration of the current contract, S&M contracts shall be automatically renewed for one year (12 months).
- §7. Versasec shall notify customer (via involved channel partners if such are involved) about the upcoming automatic renewal of the S&M contract three (3) months before an S&M contract expires.

Example

Note: The date format in the example below is yyyy-mm-dd (year, month and day).

2018-02-10: Customer buys licenses for 150 seats. The S&M contract for 150 seats is started at the first day of the following month (2018-03-01) and valid for 12 months.

2018-06-03: Customer buys licenses for 300 additional seats and now gets an additional S&M contract started at the first day of the following month (2018-07-01).

2018-12-01: Versasec sends a notification by email that the contract is up for renewal in three months.

2019-03-01: The two contracts are consolidated to one contract for 450 seats and 12 months at the consolidated price.