



## Maintenance Policy

Townsend Security, Inc. ("Townsend") generally provides Maintenance Services on an annual subscription basis for its software and hardware products, on these terms and conditions. Townsend may from time to time change this policy, the terms of its maintenance services, and the hardware and/or software that is eligible for coverage. Capitalized terms used herein, but not defined, shall have the meaning ascribed to them in the End User License Agreement. The Townsend products for which a Customer maintains a paid subscription are referred to as "Covered Products" herein.

### Section 1 - Fees

Payment for Maintenance Services shall be due and payable within 30 days from date of invoice (unless other terms have been agreed to by both parties), and Townsend may terminate all Maintenance Services if payment is not timely. All payments must be made in U.S. dollars. The prices for the Maintenance Services are exclusive of all federal, state, or local sales, use or excise taxes. Customer must pay all sales, use, excise and other taxes which may be levied upon either party in connection with this Agreement, excluding taxes based on Townsend's net income. The Annual Maintenance Fee is subject to change by a percentage no greater than the percentage increase in the CPI for the 12 months ending two months before the date of the increase, or by five (5) percent, whichever is greater. "CPI" means the Consumer Price Index, all items, United States, as published by the United States or any successor to that index.

### Section 2 - Online Technical Support

Technical support shall be available for Covered Products via support ticket submission by the Customer at Townsend's web site at [www.townsendsecurity.com](http://www.townsendsecurity.com) Monday through Friday, standard business hours PST (U.S. national holidays excepted). Web and remote dial-in support are also available for Covered Product problem analysis and resolution. Technical support does not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any hardware or software not covered by this Agreement; (4) on-site training; or (5) out-of-pocket and reasonable expenses, including hardware and related supplies. Conditional telephone support is also available during business hours Pacific Time. In addition, 24-hour telephone support is available for real-time business interruption issues with the Alliance Key Manager, so long as it is a Covered Product.

### Section 3 - Documentation

Townsend will make electronic copies of product documentation for the Covered Products available to the Customer. Hard copies of documentation are provided in accordance with the then current price schedule.

### Section 4 - License Transferability and Upgrades

At Townsend's discretion, Customers with a Covered Product may request to transfer licenses to similar, larger, or smaller systems in accordance with the then current price schedule for those transfers. Townsend may charge additional Fees for License Transfers including (but not limited to) License Upgrade Fees, Maintenance Upgrade Fees, and/or Administrative Fees according to the then current price schedule. All Fees related to a License Transfer must be paid in full prior to issuance of permanent codes for the new system. Customers who receive a License Transfer must attest in writing that the Covered Software is no longer installed on the original system.

### Section 5 - Software Maintenance

Error Corrections. Townsend shall use commercially reasonable efforts to provide a software patch or work-around (a "Fix") for any reported and reproducible Error in the Covered Product with a level of effort commensurate with the severity level, as further described herein. Upon identification of any Error, Customer must (i) notify Townsend of such Error and the severity level as described below; and (ii) provide Townsend with enough information to locate and reproduce the Error. Townsend shall not be responsible



for correcting any Error not attributable to the Covered Product or any Errors excluded from coverage under Section 8 (Limitations). Townsend shall not be responsible for correcting any Error if Customer fails to incorporate the previously published Fix and/or Updates of the Covered Product. For purposes of this Agreement, "Error" shall mean any failure of the Covered Product to operate in substantial conformance with the applicable written specifications, as provided by Townsend to Customer.

Severity Level Response. Townsend will use commercially reasonable efforts to respond to all Errors reported by Customer in accordance with the chart set forth below. The target initial response time is based upon the severity of the Error the Customer may be experiencing. *Such response times, however, are guidelines only and in no way construe a guarantee of resolution time.* While Customer may specify a priority, Townsend will make the ultimate determination based upon the information supplied by Customer to Townsend in connection with the particular Error.

Severity Level	Description of Defect, Responses and Escalation	Target Initial Response Time
Priority 1 – Production Down	-Failure of Covered Product. Customer is unable to use the software and Customer’s business is interrupted as a result. -Errors of this priority will receive enhanced attention by the Townsend Support Group. A member of the Support Group will be assigned the case upon notification and communicate with the Customer promptly.	Within one hour for Alliance Key Manager Products, otherwise 4 business hours
Priority 2 – Product Error	-Product Error in a Covered Product. An error inhibits the use of one or more features of the Covered Product, but does not entirely prevent use of the Covered Product. -The Townsend Support Group will work with the Customer to resolve the issue as quickly as possible and track the problem using the then current problem tracking system. Customer will be able to track the progress of the ticket on-line and in real time.	8 business hours
Priority 3 – Non Emergency	-Non-Emergency Errors. Any error of a cosmetic, organizational, or efficiency nature, plus all enhancement requests -The Townsend Support Group will work with the Customer to identify the issue and queue it for resolution in a future release. Customer will be able to track the progress of the ticket on-line and in real time.	24 business hours

Software Updates. From time to time during the term of the Maintenance Services, Townsend may provide Customer with enhancements to and new versions of a Covered Product comprised of software ("Software Updates"). When and if such enhancements, or new versions, are released by Townsend they will be provided to Customers with the Covered Product without additional charge. All Software Updates and Fixes will be deemed part of the Licensed Software licensed under the End User License Agreement, and shall be provided subject to the terms of the End User License Agreement. Nothing herein shall be construed as requiring Townsend to make new versions or Updates available. Townsend may require Customer to upgrade to the current version of the Covered Product as a condition to receiving certain Updates or Fixes.

Developer support. From time to time Townsend may provide support to Customer’s developers and users to assist with the configuration and use of the Covered Product. Developer support does not include the creation of source code or executable object code for use by Customer. All such programming services shall



be charged at Townsend's then current rate for such services and shall be approved in advance by Customer.

#### **Section 6 – Hardware Maintenance**

Townsend will use commercially reasonable efforts to diagnose, repair, or replace failing Hardware only for those Customers who have purchased the Hardware from Townsend and while the Hardware is a Covered Product (the "Covered Hardware").

Townsend offers Advance Server Replacement (ASR) for Customers with Covered Hardware. Upon notification of a failing Covered Hardware unit and request for replacement, Townsend, or Townsend's OEM provider, will ship replacement hardware to Customer within 1 business day. A return-materials-authorization (RMA) is provided for return of the failed Covered Hardware, while an advance replacement is shipped to the site as needed. Replacement hardware will be shipped via FedEx Priority freight Monday through Friday excluding holidays and Townsend assumes all freight expenses except duties and taxes for international shipments. Only the unit/server will be sent to the Customer site in advance of the failed part. No cables, manuals, rails, etc. are included. Customer must return the defective unit to Townsend Security or its OEM supplier within 10 business days of receipt of the new unit. Failure to promptly return defective hardware may result in full charge for replacement.

#### **Section 7 - Customer Responsibilities**

Customer is responsible for: (i) installing the Covered Products and any Software Updates provided hereunder; (ii) maintaining trained Designated Representatives with a working knowledge of Customer's programs and system hardware; (iii) notifying Townsend of suspected Errors or need for service, and upon request, providing written documentation with respect to any such Error, and (iv) providing Townsend with physical and electronic access to the Covered Products, as requested by Townsend to perform services hereunder. Customer must, at its expense, prepare and maintain the site where the Covered Product will be used in accordance with the published specifications for operating environments and perform those tasks set forth in the Covered Product documentation.

For Customers who run Covered Products on hardware platforms that are not provided by Townsend, Customer must maintain its operating system at a level that is supported by its hardware vendor. If Customer runs a version of operating system no longer supported by its hardware vendor, Customer may experience delays in receiving Maintenance Services, and may be required to upgrade to a supported operating system level in order to receive Updates and Fixes hereunder.

#### **Section 8 - Limitations**

The Maintenance Services shall not apply to the following:

New Products. Any product that is designated by Townsend as a "New Product," or any enhancement to a product that is not provided by Townsend as part of its Maintenance Services offerings, as opposed to an Update or Fix to Covered Product, is not included in the Maintenance Services.

Misuse and Unintended Use. Townsend will not provide Maintenance Services with respect to problems with Covered Products that result from damage caused by accidents, neglect or misuse of the Covered Products, or failure to use the Covered Products in accordance with the applicable documentation.

#### **Section 9 - Disclaimer and Limitation of Liabilities**

Disclaimer of Warranties. EXCEPT AS PROVIDED HEREIN, THE MAINTENANCE SERVICES ARE PROVIDED "AS IS." TOWNSEND DOES NOT MAKE, AND HEREBY DISCLAIMS, ON BEHALF OF ITSELF AND ITS SUPPLIERS, SUBCONTRACTORS, AND LICENSORS, ANY AND ALL EXPRESS AND



IMPLIED WARRANTIES RELATING TO THE MAINTENANCE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF NONINFRINGEMENT AND TITLE, THE WARRANTIES OF SATISFACTORY QUALITY, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

Limitation of Liability. IN NO EVENT WILL TOWNSEND OR ITS SUPPLIERS, SUBCONTRACTORS OR LICENSORS BE LIABLE (A) FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OF USE AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT THE OTHER PARTY OR ITS SUPPLIERS, LICENSORS OR SUBCONTRACTORS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES; (B) FOR LOSS OF, OR DAMAGE TO, RECORDS OR DATA; (C) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS; OR (D) FOR THIRD-PARTY CLAIMS AGAINST THE OTHER PARTY FOR LOSSES OR DAMAGE. NOTWITHSTANDING ANY BROADER CAP ON LIABILITY IN THE TERMS AND CONDITIONS, TOWNSEND'S TOTAL LIABILITY TO CUSTOMER, AND THAT OF ANY AND ALL OF ITS SUBCONTRACTORS, SUPPLIERS AND LICENSORS, IS LIMITED TO THE TOTAL PAYMENTS MADE BY CUSTOMER TO TOWNSEND FOR THE MAINTENANCE SERVICES APPLICABLE TO THE THEN CURRENT MAINTENANCE PERIOD.

#### **Section 10 – Lapsed Maintenance**

At Townsend's discretion, Customer may reinstate lapsed Maintenance Services on a Covered Product within 60 days of the renewal date by paying all previous maintenance related fees in arrears that would have been due if the Maintenance Period had continued uninterrupted, plus the then current Administrative Fee for Lapsed Maintenance. Customers who allow Maintenance Services to lapse on multiple copies of a Covered Product must reinstate Maintenance Services on all copies of the Covered Product to take advantage of this leniency. Maintenance that is more than 60 days in arrears must be re-licensed at the current one-time license charge and subject to then current Maintenance policies and Annual Maintenance Fees.

#### **Section 11 – Enhanced Maintenance Services**

Townsend offers an Enhanced Annual Maintenance contract that includes priority telephone support, 24/7 support (24 hours a day, 7 days a week), and other benefits for an additional charge. Contact Townsend directly for more information on the pricing and availability of this option.

#### **Section 12 - Modification, Termination**

Townsend reserves the right to make changes to its Maintenance policies from time to time, and shall have the right to terminate Maintenance Services at any time in its sole discretion, in which case Customer will be provided a prorated refund of the portion of its Maintenance Fees representing the remainder of the then current Maintenance Period. Townsend will not refund Maintenance Fees for any termination of Maintenance Services by Customer.

#### **Contact Information**

If you need support you can contact Townsend in one of several ways:

Web: [www.townsendsecurity.com](http://www.townsendsecurity.com) (click on Support)  
Toll Free: (800) 357-1019  
International: +1 360 359 4400  
Fax: (360) 357-9047  
Postal: 724 Columbia St. NW, Suite 400  
Olympia, WA 98501