

## Schedule 1 – Standard Support

### PART A

1. **Support hours and Error reporting.** RPM Software Pty Ltd (RPM) and/or its Authorised Distributor will provide you with telephone support during normal business hours of 8:00am to 5:00pm AEST, Monday through Friday but excluding public holidays or such other times agreed with RPM. You must report each Error you experience to RPM or its Authorised Distributor using the RPM support portal (the web portal maintained by RPM for recording and tracking the status of Errors) provided by RPM or if that portal is not provided by reporting the Error to the service centre phone number, facsimile number or e-mail address notified by RPM, or at such other number or address as RPM may designate from time to time. You must include with each such Error report sufficient information to enable RPM and/or its Authorised Distributor to reproduce and verify the Error. RPM is not responsible for actioning Errors that are not logged correctly in accordance with this process.
2. **Error Corrections.** RPM or its Authorised Distributor will acknowledge each Error report and will use commercially reasonable efforts to reproduce and verify reported Errors and provide Error Corrections. RPM and/or its Authorised Distributor shall endeavour to triage each reported Error in accordance with the Schedule of Triage detailed in Part B of this Schedule 1. The Customer acknowledges that additional paid consulting services may be required if you would like RPM to install and configure any Error Corrections and if RPM agrees to provide those services, it will be documented in a separate agreement between the parties.
3. **Diagnosis of Non-Error.** The parties acknowledge that RPM and/or its Authorised Distributor may be required to conduct a diagnosis when verifying the Error under paragraphs 1 and 2 of this Schedule 1. For the purpose of this Agreement, Maintenance Services extend to include any such diagnosis. RPM and/or its Authorised Distributor is not obligated to provide any services in respect of a problem or issue that is not an Error or is a request for advice ("**Non-Error**") under this Agreement. Where RPM elects to provide support for Non-Errors, RPM will charge its time and costs of providing that Non Error support separately to the Customer under a separate agreement.
4. **Upgrades.** RPM will provide you with access to Upgrades if and when RPM makes any such Upgrades generally available to its end user customers receiving Maintenance Services from RPM. The Customer acknowledges that additional paid consulting services may be required if you would like RPM to install and configure the Upgrades and if RPM agrees to provide those services, it will be documented in a separate agreement between the parties.
5. **Part of Products.** All Error Corrections and Upgrades constitute part of the Products, and those Error Corrections and Upgrades are subject to the terms of this Agreement. You agree to comply with these terms in respect of any Error Corrections and Upgrades.
6. **Limitations.** RPM and/or its Authorised Distributor is not obligated to provide Maintenance Services where:
  - a. A Product has been modified, changed or damaged by any person or entity other than RPM;
  - b. You have not paid Maintenance Fees when due;
  - c. You have not used the Products on equipment with the Minimum Hardware Requirements;
  - d. You have not installed and implemented any Error Corrections or Upgrades that RPM and/or its Authorised Distributor has supplied; or
  - e. Maintenance Services are necessary due to:
    - i. failure of computer hardware, equipment or third party software;
    - ii. your negligence or the negligence of any person other than RPM;
    - iii. your failure to comply with the terms of this Agreement;
    - iv. operator errors, or use of Products by anyone who is not suitably qualified and adequately trained;
    - v. attempted maintenance by an unauthorised person,
    - vi. improper or unauthorised use of a Product,
    - vii. merging or combining a Product with any hardware or software not expressly authorised by RPM; or
    - viii. use of computer programs other than the Products.
7. **Exclusions.** Unless agreed in a separate agreement with RPM, Maintenance Services do not include:
  - a. training of your staff;
  - b. installation of the Product on your Computer or system;

- c. development or ongoing maintenance of non-core software customisations or customer specific configurations or amendments to the Products that were delivered as a part of the implementation of the Product in the Customer's system that do not form part of an Upgrade;
- d. ongoing support of the adaptors, connectors and integration points between RPM Products and third party products (for example SAP) where any Error arises due to any changes in any third party products or changes in any configuration settings in third party products or in the Customer's system outside of the Products;
- e. building, enhancing, fixing or supporting the software models (including pro-formas) used or generated within the Products; or
- f. script writing, advance configuration, specialist consulting services, equipment maintenance, faults not associated with Products, or supply of or maintenance to accessories, supplies, consumables or associated items, whether or not manufactured or distributed by RPM.

**8. Your responsibilities.** You are responsible for:

- a. promptly accepting and implementing all Error Corrections and Upgrades. RPM may discontinue the provision of Maintenance Services in the event you refuse to accept and implement any Error Correction or Upgrade;
- b. cooperating and assist RPM in the provision of Maintenance Services, and RPM is not liable to you for any failure to perform under this Agreement if such cooperation or assistance is not provided or is incomplete, inaccurate or untimely;
- c. nominating internal product experts (champions) who are adequately trained on the Product to respond to day to day technical and user questions. The internal product experts (champions) should be the first step for Product assistance before an Error is reported to RPM.
- d. providing training to new Users on the Products or requesting RPM to provide that training;
- e. upon request from RPM, providing RPM with remote access to the environments where the Product is installed (e.g. development, test and production environments) with administrator access rights. Where that access is provided the Customer acknowledges that RPM may access their installation at any time to:
  - i. validate performance of the Product and perform health checks;
  - ii. investigate if a potential Errors exist; and
  - iii. extract analyses to validate the number of Users; and
  - iv. implement Error Corrections.
- f. providing and maintaining the hardware and system architecture in accordance with RPM requirements, including the servers (e.g. thin Customer servers, web servers, application servers, database servers), the network, and maintaining adequate disaster recovery procedures.
- g. maintaining the non-RPM side of any adaptors and interfaces;
- h. ensuring that all Users are registered individually (and where licensed as a Named User that those Users are registered in their own name and multiple Users do not log into the Product using the same user name), that the number of Users does not exceed the number licensed and that requirements for additional Users are communicated to RPM; and
- i. ensuring that the recommended application and database maintenance guidelines are followed, including but not limited to the database administration and SQL Server optimisation, database backup and recovery strategy, SQL Server security settings (including SSRS, SSAS), database and application server disk configurations and unsupported database modifications. The Customer must not make any changes to any database schema.

**9. Maintenance Fees.** Maintenance Fees are paid in advance. Payment for each maintenance term is due and payable within 30 days of the date of RPM's or the Authorised Distributor's invoice. Except as otherwise agreed with RPM, and for clarity, RPM reserves the right to increase the annual Maintenance Fees for any renewed maintenance term and will give you advance notice in writing of such increase. RPM may, on not less than ninety (90) days written notice to you prior to any renewal charge an additional premium to continue to support a version of the Product if that version of the Product is not one of the two most recent major releases of the Product made available to customers by RPM.

**10. Your right to terminate.** Unless terminated by either party by notice in writing, which notice must be received by the other party at least 90 days prior to the anniversary of the commencement date of the then current Maintenance Services term, or otherwise in accordance with clause 30 (Termination) of the terms and conditions, the Maintenance

Services shall automatically renew for successive 12-month periods. If you choose to terminate, you are **not** entitled to a refund of any amounts previously paid or then due and owing to RPM in connection with Maintenance Services.

- 11. Re-instatement.** If you do not purchase Maintenance Services at the time you license the Product or if you terminate or fail to renew Maintenance Services, and you subsequently want to start to receive or recommence Maintenance Services, you may do so provided that you pay RPM the then-current annual Maintenance Fee and a reinstatement fee equal to the sum of Maintenance Fees for all previous annual periods since licensing the Products for which you elected to decline receipt of Maintenance Services.
- 12. Discontinuance.** RPM reserves the right to discontinue the provision of Maintenance Services should RPM, in its sole discretion, determine that the continued provision of Maintenance Services for any Product is no longer economically feasible. RPM will give you at least 1 month notice of any such discontinuance and will refund any accrued Maintenance Fees that you might have pre-paid with respect to the affected Product. Without limiting item 9 of this Schedule, RPM may, on twelve (12) months written notice to you (elect to cease providing Maintenance Services for a version of the Product if that version of the Product is not one of the two most recent major releases of the Product made available to customers by RPM.
- 13. License Management.** If you take up the option of utilising RPM's cloud hosted license management system, you acknowledge your right of access to and right of continued use of this service is subject to the continuation of paid Maintenance Services and that RPM may disable access to this system in the event of discontinuance of Maintenance Services or non-payment of the Maintenance Services Fee.

## **PART B**

### **Schedule of Triage**

| <b>Client Impact</b>                | <b>Definition</b>  |
|-------------------------------------|--|
| 1. Critical                         | Existing application and models are unavailable or unusable, causing a significant business planning or operational impact or effectively stopping people from working.<br>Critical incidents may have one or more of the following characteristics. : <ul style="list-style-type: none"><li>– Data corrupted.</li><li>– A critical, documented function is unavailable.</li><li>– Product hangs indefinitely.</li><li>– Product crashes, and continues to crash repeatedly after restart attempts.</li><li>– Application unavailable due to licensing issues.</li></ul> |
| 2. Serious                          | Important features are unavailable, with no acceptable workaround. However, application users can still continue in a restricted fashion.<br><br>This category can also be used for installation assistance (if needed urgently).  |
| 3. Major                            | Medium loss of functionality, but not affecting ability to carry out day-to-day activities nor is it interrupting the flow of business, impact is annoying. A workaround is being used.  |
| 4. Minor                            | Minor loss of functionality, the impact is an inconvenience, which may require a workaround.   |
| 5. Usage and documentation requests | Usage questions and clarification of documentation where there is no immediate business impact or loss of service.   |
| 6. Enhancement suggestions          | Suggestions, requests for new product features and enhancements.   |