



**SpaceTRAX® Inventory Management System
Terms and Conditions**

Effective: May 2, 2024

Seller's ("Licensor") SpaceTRAX Inventory Management System is a cloud-based inventory management system that allows users to track inventory and usage of clinical supplies as described in the Documentation.

The following terms and conditions apply if Client ("Licensee") purchases SpaceTRAX Inventory Management System Hardware or a subscription to Cloud Services. Unless specified otherwise within these terms and conditions, all capitalized terms used in these terms and conditions shall have the same meaning as they do in the Agreement.

1. Cloud Services. Clients access to and use of the SpaceTRAX Inventory Management System (the "SpaceTRAX Services") shall be governed by the terms of (a) the End User License Agreement posted at www.securitashealthcare.com/eula (the "EULA"), and shall constitute "Cloud Services" for purposes thereof, or (b) if Client has a separate written agreement with Seller expressly governing Client's access to and use of the SpaceTRAX Services, then the terms of such written agreement.
2. Subscription Term. Notwithstanding anything to the contrary in the Agreement, Client's subscription to the Cloud Services shall commence upon the date of purchase. Except as otherwise set forth in the applicable ordering document, the Initial Term of Client's subscription to the SpaceTRAX Services shall be one (1) year.
3. Usage Parameters. Usage of SpaceTRAX Services are licensed for use during the Subscription Term by those departments identified on the applicable Order Document (each, a "Licensed Department"). Client may not use or permit the SpaceTRAX Services by any other individual, entity, department, or organization. Client shall immediately notify Seller if it exceeds these license rights.
4. Usage Restrictions. In addition to all other restrictions contained in the Agreement, Client shall not (a) provide or attempt to provide access to the Cloud Services to other individuals, departments or organizations, other than the Licensed Department; or (b) download data from the global Cloud Services database that is not part of the Licensed Department's database.
5. Business Associate. If Seller serves in the capacity of a "business associate" as that term is defined by HIPAA (as defined in Appendix 1) in the provision of the Cloud Services to Client, then Seller shall comply with the terms and conditions of the Business Associate Addendum attached hereto as Appendix 1.

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Appendix 1
Business Associate Addendum

This Business Associate Addendum (the “**Addendum**”) applies when the activities, functions and services that Seller (hereinafter, “**Business Associate**”) performs for Client (hereinafter, “**Covered Entity**”) under the Agreement cause Business Associate to be considered a “business associate” under the regulations contained in 45 C.F.R. Parts 160 and 164, as amended (the “**HIPAA Rules**”) promulgated under the Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”) and the Health Information Technology for Economic and Clinical Health Act as incorporated in the American Recovery and Reinvestment Act of 2009 and all regulations promulgated thereunder, as amended (collectively, the “**HITECH Act**”), together with any guidance and/or regulation issued by the U.S. Department of Health and Human Services.

1. Definitions

- 1.1 General Definitions. The following terms used in this Addendum shall have the same meanings as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.
- 1.2 Specific Definitions. The following terms used in this Addendum shall have the same meanings as set forth above in this Addendum: Addendum, Business Associate, Covered Entity, Effective Date, HIPAA, HIPAA Rules, HITECH Act and Agreement.

2. Obligations of Business Associate

- 2.1 Prohibition on Use or Disclosure. Business Associate agrees not to Use or Disclose Protected Health Information other than as permitted or required by this Addendum or as Required by Law or if such Use or Disclosure does not otherwise cause a Breach of Unsecured Protected Health Information.
- 2.2 Safeguards. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information to prevent Use or Disclosure of Protected Health Information other than as provided for by this Addendum.
- 2.3 Reporting. Business Associate shall report to Covered Entity in writing: (a) any Use or Disclosure of Protected Health Information that is not permitted by this Addendum of which it becomes aware, (b) any Security Incident of which it becomes aware, except that, for purposes of this reporting requirement, the term “Security Incident” does not include inconsequential incidents that occur on a frequent basis such as scans or “pings” that are not allowed past Business Associate’s firewall, and (c) any Breach of Unsecured Protected Health Information as required by 45 C.F.R. §164.410 after discovery thereof.
- 2.4 Subcontractors. Business Associate agrees, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information.
- 2.5 Access. Business Associate agrees to make available Protected Health Information in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. 164.524.
- 2.6 Amendment. Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526 or take other measures as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. 164.526.



- 2.7 Accounting of Disclosures. Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.528.
- 2.8 Covered Entity Obligation. To the extent Business Associate is to carry out any obligation of Covered Entity under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E of 45 C.F.R. Part 164 that apply to Covered Entity in the performance of such obligation.
- 2.9 Internal Practices, Books and Records. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with Subpart E of 45 C.F.R. Part 164.

3. Permitted Uses and Disclosures

- 3.1 Agreement. Business Associate may Use or Disclose Protected Health Information for purposes of performing its obligations under the Agreement.
- 3.2 De-identification. Business Associate may de-identify Protected Health Information so long as (a) Business Associate complies with the requirements for de-identification of Protected Health Information set forth in 45 C.F.R. 164.514(b) and (b) such de-identification does not impair the integrity or availability of Protected Health Information. The parties acknowledge and agree that such information that has been de-identified is not Protected Health Information subject to HIPAA, the HIPAA Rules and the HITECH Act or the terms of this Addendum and that Business Associate may Use and Disclose such de-identified information for its commercial and other business purposes consistent with the limitations set forth in the Agreement.
- 3.3 Required by Law. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 3.4 Use or Disclosure Prohibition. Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 4.1, 4.2 and 4.3 below.

4. Specific Uses and Disclosures

- 4.1 Proper Management and Administration or Legal Responsibilities Use. Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- 4.2 Proper Management and Administration or Legal Responsibilities Disclosure. Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that (a) such Disclosure is Required by Law or (b) Business Associate obtains, in writing, prior to making any Disclosure to a third party (i) reasonable assurances from such third party that such Protected Health Information will be held confidential as provided under this Addendum and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to such third party and (ii) an agreement from such third party to notify Business Associate immediately of any breach of the confidentiality of the Protected Health Information of which it becomes aware.
- 4.3 Data Aggregation. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity.

5. Term and Termination

- 5.1 Term. The term of this Addendum shall be in effect as of the Effective Date and shall terminate on the earlier of the date that either party terminates for cause under Section 5.2 or all of the Protected Health



Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return or destroy Protected Health Information, protections are extended in accordance with Section 5.3.

- 5.2 Material Breach. Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation or terminate this Addendum. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed thirty (30) days from the notification of the breach, or if a material term of this Addendum has been breached and a cure is not possible, the non-breaching party may terminate this Addendum and the Agreement, upon prior written notice to the other party.
- 5.3 Termination. Upon termination of this Addendum for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity or created, maintained or received by Business Associate on behalf of Covered Entity shall: (a) retain only that Protected Health Information that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form; (c) continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section 5, for as long as Business Associate retains the Protected Health Information; (d) not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 4.1 and 4.2 which applied prior to termination and (e) return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- 5.4 Survival. The obligations of Business Associate under this Section 5 shall survive the termination of this Addendum.

6. General Provisions

- 6.1 Minimum Necessary. Business Associate shall Use, Disclose and request the minimum amount of Protected Health Information necessary in order to accomplish the purpose of the Use, Disclosure or request, provided that Covered Entity agrees not to provide any Protected Health Information to Business Associate, unless Covered Entity gives reasonable prior written notice to Business Associate indicating that Covered Entity intends to provide Business Associate with Protected Health Information, under the Agreement.
- 6.2 Inconsistency or Conflict. In the event of any inconsistency or conflict between the terms of this Addendum and the terms of the Agreement, the terms of the Agreement shall govern.
- 6.3 Amendment. The parties agree to take such action as is necessary to amend this Addendum to comply with the requirements of HIPAA, the HIPAA Rules and the HITECH Act.



Appendix 2
SpaceTRAX® Inventory Management System Custom Integration
Terms and Conditions

The terms of this Appendix 2 shall apply if Licensee purchases (a) Services whereby Licensor will develop one or more integrations between Licensor's SpaceTRAX Inventory Management System and certain third-party applications ("**Integration Development Services**"), and/or (b) SpaceTRAX Integration Support and Maintenance.

1. Integration Development Services.

- a. SpaceTRAX Integration Development Services. If Licensee purchases Integration Development Services as indicated on an Ordering Document, Licensor will develop one or more integrations between Licensor's SpaceTRAX Inventory Management System and certain third-party applications (the "**SpaceTRAX Integration**") as agreed upon by the Parties in one or more SOWs. The SOW shall set for the specific scope of work and will include, at a minimum, the specifications for the SpaceTRAX Integrations (the "**SpaceTRAX Interface Document**"), and the estimated timeline for performance.
- b. SpaceTRAX Integration Development Fee. The Parties agree that the fee for the Integration Development Services shall be stated in the applicable Ordering Document, quote, or SOW (the "**Integration Development Fee**").
- c. SpaceTRAX Integration License. The following terms shall apply to any SpaceTRAX Integration developed for Licensee by Licensor pursuant to this Agreement:
 - i. License Grant. Subject to the terms and conditions of the Agreement and Licensee's payment of the Integration Development Fee, Licensor grants Licensee a nonexclusive, nontransferable, non-sub-licensable license to use the SpaceTRAX Integration in connection with Licensee's use the SpaceTRAX Inventory Management System and the applicable third-party application during the Subscription Term for Licensee's subscription to the SpaceTRAX Inventory Management System for its internal use.
 - ii. Restrictions. Licensee may not copy, modify, create derivative works of, sell, assign, lease, rent, distribute or sublicense the SpaceTRAX Integration or any associated documentation or to use the SpaceTRAX Integration or associated documentation in a time-sharing arrangement or in any other unauthorized manner nor permit any other party to do any of the foregoing. Further, no license is granted to Licensee in the human readable code of the SpaceTRAX Integration (source code). This Agreement does not grant Licensee any rights to patents, copyrights, trade secrets, trademarks, or any other rights with respect to the SpaceTRAX Integration or documentation. Licensee may not assign or transfer its rights under this Appendix, nor export the SpaceTRAX Integration or documentation in violation of the law of the United States or that of other countries. Licensee acknowledges that it has the responsibility to obtain any necessary licenses to export, re-export, or import SpaceTRAX Integration or documentation. Licensee may not derive or attempt to derive the source code of the SpaceTRAX Integration by any means, nor permit any other party to derive or attempt to derive such source code. Licensee may not reverse engineer, decompile, disassemble, or translate the SpaceTRAX Integration or any part hereof.
- d. Licensee Obligations and Responsibilities. Licensee agrees to timely comply with the terms and conditions contained in this Agreement, including without limitation, the terms of this Agreement and all SOWs. Licensee shall provide Licensor any materials, information, items, materials, and direction reasonably required by Licensor to perform the Integration Development Services in a timely manner. Licensee further agrees to respond promptly to any request for direction, information, approval, authorization or decisions that are reasonably necessary for Licensor to perform the Integration Development Services in accordance with the terms of this Agreement. Except as expressly set forth in a SOW, Licensee shall be solely



responsible, at its cost, for all necessary third-party licenses and materials necessary for the SpaceTRAX Integration and the Integration Development Services.

- e. Changes. If either Party desires to modify the scope of Integration Development Services set forth in a SOW, such Party shall provide the other Party a detailed description of such proposed modifications. Licensor shall in good faith develop and deliver to Licensee a change order (each a “**Change Order**”) setting forth the revised SOW and the Integration Development Services to be provided by Licensor, including any corresponding changes to delivery dates and the Integration Development Fee. Upon execution of the Change Order, such Change Order shall be effective and shall become a part of the Agreement. In the event the Parties do not agree to the terms of a Change Order, the SOW shall continue in effect as originally executed by the Parties. Licensor may also propose changes to the scope under a SOW and Licensee shall consider such proposed changes in good faith.
- f. Acceptance. Unless otherwise set forth in the applicable SOW, Licensee shall have fourteen (14) days (unless a different time is specified in the SOW) following the date on which a deliverable produced during a milestone is delivered to it by Licensor to complete inspection and/or testing of such deliverables (the “**Acceptance Period**”). If Company accepts the deliverable, Licensee shall execute Licensor’s user acceptance document. If the deliverable does not materially comply with the acceptance criteria stated in the SOW, Licensee may reject the deliverable by written notice of rejection to Licensor. A written notice of rejection will specify in detail the reasons the deliverable fails to meet the relevant criteria. Licensor will correct any material deficiencies and will retender the deliverable to Licensee for review and approval as soon as reasonably practicable. Licensee will have the right to accept or rejected the revised deliverable in accordance with the acceptance criteria and this paragraph. The process described herein shall repeat until Licensor corrects all material deficiencies and the deliverable materially complies with the acceptance criteria stated in the applicable SOW. If no written notification of rejection is received by Licensor within the Acceptance Period or if the deliverables are utilized for purposes other than testing, regardless of whether Licensee executes Licensor’s user acceptance document, the deliverables shall be deemed accepted by Licensee.

2. **SpaceTRAX Integration Support and Maintenance.**

- a. General. If Licensee purchases Integration Support and Maintenance as set forth in an Ordering Document, Licensor shall provide Licensee with Integration Support and Maintenance for the SpaceTRAX Integration as set forth in herein and in Appendix 3 during the Integration Support Term. For clarity, if Licensee does not purchase Integration Support and Maintenance, Licensee shall not be entitled to receive any support, professional services, updates, upgrades, patches, bug fixes, or other releases for its SpaceTRAX Integration(s).
- b. Integration Support Term and Support Fees. The annual Integration Support and Maintenance fees and initial term (the “**Integration Initial Support Term**”) for Integration Support and Maintenance shall be stated on the applicable Ordering Document. If no Integration Initial Support Term is specified on the applicable Ordering Document, the Initial Support Term shall be one (1) year. After the Initial Support Term, Integration Support and Maintenance shall be automatically renewed for successive one (1) year renewal terms (each, an “**Integration Support Renewal Term**” and together with the Integration Initial Support Term, the “**Integration Support Term**”) at Licensor’s then-current price for Integration Support and Maintenance, except that either Party may elect not to renew the Integration Support and Maintenance at the end of the Integration Initial Support Term or any Integration Support Renewal Term by giving the other Party at least ninety (90) days written notice prior to the end of such term. Licensor shall notify (email shall be sufficient) Licensee of any price increases at least ninety (90) days prior to the commencement of any Integration Support Renewal Term.



- c. Integration Support and Maintenance Reinstatement. Licensee shall not be entitled to Integration Support and Maintenance if (a) Licensee fails to pay the Integration Support and Maintenance fees in full when due and owing, or (b) Licensee elects not to renew the Integration Support and Maintenance (each, a “**Suspension Condition**”). Licensee shall have the right, subject to Licensor’s agreement, to reinstate Integration Support and Maintenance following the occurrence of a Suspension Condition if Licensee first pays to Licensor: (i) a reinstatement fee equal to twenty percent (20%) of the then-current Integration Support and Maintenance Fee; (ii) the amount of unpaid or refunded Integration Support and Maintenance fees for the period during which Licensee was not receiving Integration Support and Maintenance; and (iii) yearly Integration Support and Maintenance fees for the new period of Integration Support and Maintenance, which shall commence as of the date of reinstatement (collectively, the “**Reinstatement Fee**”). The Reinstatement Fee will provide the Licensee with a right to all applicable Integration Updates released since the Integration Support and Maintenance lapsed. Notwithstanding anything to the contrary, Licensee agrees that it shall not be entitled to Integration Support and Maintenance if Licensor elects not to renew the same.

3. Limited Warranties.

- a. Services. Licensor shall perform the Integration Development Services and Integration Support and Maintenance in a professional and workmanlike manner in accordance with generally recognized industry standards. Licensor will re-perform any Integration Development Services and Integration Support and Maintenance not performed in accordance with the warranty in this Section provided that Licensor receives written notice from Licensee within thirty (30) days after such Integration Development Services and Integration Support and Maintenance were performed. Re-performance of the integration development services and integration support and maintenance shall be Licensee’s sole and exclusive remedy and Licensor’s entire liability for any breach of the warranty contained in this section.
- b. Integration Limited Warranty. For a period of ninety (90) days from the Licensee’s receipt of the SpaceTRAX Integration (the “**Integration Warranty Period**”), the SpaceTRAX Integration will operate when used as permitted under this Agreement and in accordance with the instructions in the associated documentation. Licensor does not warrant that the SpaceTRAX Integration will operate in the combinations that the Licensee may select for use, that Licensee’s use of the SpaceTRAX Integration will be uninterrupted or error-free, or that any security mechanisms implemented by the Integration will not have inherent limitations. Licensor and its licensors’ sole liability, and Licensee’s exclusive remedy, for any breach of this limited warranty will be, in Licensor’s sole discretion, to use commercially reasonable efforts to provide Licensee with an error-correction or work-around which corrects the breach, or if in Licensor’s sole opinion, the foregoing remedy is not feasible, accept return of the Integration and refund or credit Licensee for the Integration subject to the warranty claim. Notwithstanding anything to the contrary herein, Licensor will have no obligation with respect to a warranty claim unless notified of such claim in writing by Licensee within the Integration Warranty Period. Any error correction, work-around, or other remedy provided to Licensee will not extend the original Integration Warranty Period.
- c. Exceptions. THE WARRANTIES SET FORTH IN THIS SECTION 3 ARE LIMITED WARRANTIES AND SET FORTH THE ONLY WARRANTIES MADE BY LICENSOR WITH RESPECT TO THE INTEGRATION AND SERVICES PERFORMED HEREUNDER. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 3, LICENSOR AND ITS LICENSORS DO NOT MAKE ANY OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY, LEGAL, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF QUALITY, MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES ARISING OUT OF THE COURSE OF DEALING, USAGE OR TRADE. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO



WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES OF ANY KIND WHATSOEVER HAVE BEEN MADE BY ANY OF LICENSOR'S LICENSORS.

4. **Ownership.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all SpaceTRAX Integrations and any documents, work product and other materials that are delivered to Licensee under this Exhibit, a SOW, or prepared by or on behalf of the Licensor in the course of performing any services hereunder, shall be owned by Licensor and/or its licensors.

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Appendix 3 SpaceTRAX Integration Support and Maintenance

The following terms and conditions shall apply to Licensees who purchase Integration Support and Maintenance Services for a SpaceTRAX Integration:

1. **Defined Terms.** Capitalized terms used in this Appendix 3 have the meanings set out below. Other capitalized terms are defined in context or have the meanings set out in the Agreement.
 - 1.1. “**Business Days**” means Monday through Friday, excluding Federal holidays.
 - 1.2. “**Business Hours**” means 8:00 AM to 5:00 PM (Central Standard Time) during Business Days.
 - 1.3. “**Error**” means a failure of an unmodified version of a SpaceTRAX Integration to materially conform to the SpaceTRAX Interface Document. Errors are categorized and prioritized pursuant to Section 2.7.2.
 - 1.4. “**Error Correction**” means a modification or addition that, when made or added to the SpaceTRAX Integration or the SpaceTRAX Products either: (i) removes the Error; (ii) otherwise establishes material conformity of the SpaceTRAX Integration with the SpaceTRAX Interface Document; or (iii) constitutes a procedure or routine that, when observed in the normal course of operation of the SpaceTRAX Integration, eliminates the adverse effect of the Error without material loss of performance.
 - 1.5. “**Knowledgebase**” means the online portal through which Licensor provides the following to eligible customers: (i) software downloads; (ii) documentation; and (iii) other related resources.
 - 1.6. “**SpaceTRAX Products**” means the SpaceTRAX Inventory Management System and associated Products.
 - 1.7. “**Workaround**” means a temporary bypass, procedure, or routine that eliminates or materially reduces the effect of the Error. The term “Workaround” expressly excludes Error Corrections.
2. **Description of Integration Support and Maintenance Services.** Subject to Licensee’s payment of the Integration Support and Maintenance fees, Licensor shall, during the Integration Support Term, provide the following support services for the SpaceTRAX Integrations (collectively, the “**Integration Support and Maintenance**”):
 - 2.1. Licensee is entitled to Emergency Support 24 hours a day 7 days a week. In addition, customer will have access to Licensor technicians who may provide consultation and expertise on complex technical matters.
 - 2.2. Support Service Access. Except as otherwise set out herein, Licensor will provide Integration Support and Maintenance to Licensee, and Licensee shall be entitled to seek Integration Support and Maintenance, via telephone and/or through Licensor’s online support website (<http://www.securitashealthcare.com/connect/support>). Licensee will also be provided with user credentials that will allow it to access an online portal through which Licensee can: (i) report Errors by creating Support Tickets; (ii) track the status of applicable Support Tickets; (iii) download available Updates, Error Corrections, and support information; and (iv) access other resources that Licensor may make available from time-to-time and in its sole discretion (e.g., Knowledgebase, FAQs, support papers, and application notes).
 - 2.3. SpaceTRAX Updates. During the Integration Support Term, Licensor shall provide Licensee with updates as necessary to maintain the SpaceTRAX Integration with Licensor’s current version of the SpaceTRAX Inventory Management System and Licensor supported version(s) of the applicable third-party application (each, an “**Update**”). Additional fees shall apply to new integrations and integrations with unsupported versions of third-party applications.



2.4. Production Environment Upgrades; Limitations.

2.4.1. Production Environment. Licensee may use the SpaceTRAX Integrations in a production system.

2.4.2. Access to Beta System. Access to a beta system will be provided to support requirements development and testing of the SpaceTRAX Integrations before being deployed to production.

2.4.3. Exclusions for Licensee Maintenance. Licensor’s provision of Integration Support and Maintenance pursuant to this Section 2.3 (Production Environment Upgrades; Limitations) does not include support services necessary to address Errors attributable to a change in the Licensee production environment (or Licensee test environment) that is not performed by Licensor. Licensor encourages Licensee to contact Licensor before Licensee makes any change to the Licensee production environment that could impact the SpaceTRAX Products or the SpaceTRAX Integrations.

2.5. Named Contacts. Licensee shall designate two (2) full-time employees as contacts: (i) one primary contact, and (ii) one backup contact (each, a “**Named Contact**”). The Named Contacts shall serve as the sole points of contact between Licensee and Licensor with respect to Integration Support and Maintenance.

2.6. Support Tickets.

2.6.1. Support Ticket Creation. Licensor shall confirm its receipt of a support request from a Named Contact pursuant to Section 2.2 (Support Service Access) by logging and tracking such report using an incident tracking system (each, a “**Support Ticket**”).

2.6.2. Prioritization. Licensor shall assign each Support Ticket to a Licensor technical support engineer (each, a “**TSE**”). The TSE shall classify each Support Ticket, based on her or his review of the Support Ticket and feedback from the Named Contact, as follows:

Error Priority	Error Conditions
Priority 1 – Critical	SpaceTrax Integration is completely non-functional or inoperative, and essential business functions of the SpaceTrax Integration is completely unavailable.
Priority 2 – High	Essential business functions of the SpaceTrax Integration are significantly disrupted, though the SpaceTrax Integration is not completely unusable.
Priority 3 – Medium	Non-essential business functions of the SpaceTrax Integration are disrupted, or the SpaceTrax Integration (including essential business functions) is functioning in a degraded state that does not materially and regularly disrupt business operations.
Priority 4 – Low	The SpaceTrax Integration is suffering from cosmetic Errors or reported Errors have an insignificant effect on the SpaceTrax Integration (either functioning on an as-is basis or through a Workaround). Priority 4 is also used for general user inquiries.

Notwithstanding anything to the contrary, Licensor shall have the right to reclassify the Error priority levels (and associated Response Goals) set out in a Support Ticket to the extent that Workarounds are provided that cause the Error severity to decrease.

2.6.3. Response Goals. The TSE shall use good faith efforts to respond to Support Tickets in accordance with the following timeframes (each a “**Response Goal**”):

Error Priority	Response Goal
Priority 1 – Critical	Two (2) hours.



Priority 2 – High	Four (4) Business Hours.
Priority 3 – Medium	One (1) Business Day.
Priority 4 – Low	Five (5) Business Days.

Each Response Goal measures the difference in time between (i) when the Named Contact created a Support Ticket, and (ii) when a TSE commences her or his attempt to resolve the reported Error. Licensee agrees that (a) Licensor’s ability to meet a Response Goal is contingent upon Licensee’s compliance with its obligations set out in Section 3 (Support Conditions), and (b) the Response Goals measure a TSE’s commencement of her or his attempt to resolve a reported Error and are not a timeframe for the Licensor’s provision of an Error Correction.

2.6.4. Licensee Cooperation. Licensor’s obligation to provide Integration Support and Maintenance is conditioned upon: (i) Licensee’s reasonable effort to resolve the Error after communication with the TSE; (ii) Licensee’s prompt provision of all other documentation, information, and assistance that the TSE reasonably requests; (iii) Licensee’s provision to the TSE of sufficient detailed information and resources to correct the Error; (iv) Licensee’s prompt installation of all provided Error Corrections or Workarounds; and (v) Licensee’s procurement and installation and maintenance of all hardware necessary to operate the SpaceTRAX Products and/or the SpaceTRAX Integration.

2.7. TSE Response; Escalation.

2.7.1. TSE Response; Error Correction. Upon receipt of a Support Ticket, the assigned TSE shall review the identified Error and obtain from the Named Contact any additional information necessary to address the Error. The TSE shall then work in good faith to provide an Error Correction or other information addressing the Error. Error Correction may, in the TSE’s reasonable discretion, take the form of a written or telephonic response to Error, the provision of an Error Correction either directly (or as part of a subsequent release or Update) or a Workaround, supplementary documentation, logging into the Licensee production environment to troubleshoot an issue, a Workaround, or other correctional aids. By way of clarification, and not limitation, Licensee acknowledges that it may not receive an Error Correction to an Error until Licensor develops a general release that addresses the specific Error.

2.7.2. Proactive Escalation. If the initial TSE is unable to resolve an Error reported in a Support Ticket, then the initial TSE shall escalate such Support Ticket to a senior TSE (each, a “**Tier 2 TSE**”). If the Tier 2 TSE cannot resolve the reported Error, then the Tier 2 TSE shall escalate the Support Ticket to the Licensor’s Engineering and/or Product Marketing groups. In this event, the assigned TSE will retain responsibility for all communication with the Licensee regarding the Support Ticket.

2.7.3. Licensee Escalation. For Support Tickets involving Errors with a Priority 1 or Priority 2 rating, if Licensee reasonably determines that there is a performance issue in connection with the response provided by Licensor’s initial TSEs, then Licensee may request escalation of such Support Ticket to a Tier 2 TSE. If such Error is still not resolved, then Licensee may escalate the Support Ticket for such Error to Licensor’s Technical Support Manager. If such escalation does not resolve the Error, then Licensor may then escalate the Error to its Vice President of Professional Services. Licensee shall not have the right to escalate Errors with a Priority 3 or Priority 4 rating.

3. **Support Conditions.**

3.1. Reproducible Errors. Integration Support and Maintenance are limited to reproducible Errors that Licensee can demonstrate to Licensor in the latest release of the SpaceTRAX Integration, SpaceTRAX Products,



and a supported version of the applicable third-party application. Such reproducible Errors must be reproduced in an unaltered SpaceTRAX Integration that is using the proper hardware and software configuration and otherwise in full compliance with its applicable SpaceTRAX Interface Document. Licensor shall use commercially reasonable efforts to reproduce Errors in connection with its resolution of a Support Ticket.

- 3.2. Support Issues Not Attributable to Licensor. Licensor shall not provide Integration Support and Maintenance for Errors (1) related to: (i) improper installation of the SpaceTRAX Products by non-Licensor personnel; (ii) use of the SpaceTRAX Products in a manner deviating from the associated documentation; (iii) issues with third-party applications not provided by Licensor; (iv) use of unsupported versions of third-party applications; and (v) Errors caused by Licensee's: (a) negligence; (b) non supported hardware malfunction; or (c) third-party software; or (2) arising any time during which Licensee has not paid the applicable Integration Support and Maintenance fees when due. If Licensor provides Integration Support and Maintenance despite the presence of any exceptions set out in the preceding sentence, then Licensee shall reimburse Licensor for such Integration Support and Maintenance at Licensor's then-current time and materials rate.
- 3.3. Support Service Exclusions. Notwithstanding anything to the contrary, Integration Support and Maintenance shall not include:
 - 3.3.1. In-Depth Training. Licensor shall not provide Integration Support and Maintenance that consist of training. By way of clarification, and not limitation, if the resolution of an Error included in a Support Ticket would consist of an extensive discussion or explanation of basic system usage and/or topics covered in Licensor's training classes, then Licensor shall have no obligation to provide such discussion.
 - 3.3.2. Licensee Production Environment. Licensor shall have no obligation to provide Integration Support and Maintenance for Errors that arise outside of the Licensee production environment. By way of clarification, and not limitation, in no event shall Licensor be obligated to provide Integration Support and Maintenance for Errors relating to the use of the SpaceTRAX Integration in a Licensee test environment.
 - 3.3.3. Onsite Technical Support. Licensor's provision of onsite support services is not part of the Integration Support and Maintenance.
4. **Product End of Life.** Should Licensor cease selling or providing the SpaceTRAX Products or should any third-party cease selling or providing the third-party software applicable to one or more SpaceTRAX Integrations during the Integration Support Term, then Licensor may terminate the Integration Support and Maintenance Services, in whole or in part, upon notice to Licensee.

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