Sunhillo Corporation

Software Maintenance and Support Agreement

A Software Maintenance Contract (CONTRACT) between Sunhillo Corporation (SUNHILLO) and the purchaser (CUSTOMER) consists of this Software Maintenance Agreement (AGREEMENT), detailing the terms of coverage, plus a Maintenance Coverage Document, detailing the CONTRACT number, the type of coverage, products covered (COVERED PRODUCTS) and the period of coverage (TERM).

1. SOFTWARE MAINTENANCE:

1.1. SUNHILLO will provide CUSTOMER with Software updates, complete with updated documentation, including changes, modifications, enhancements, upgrades, and additions for COVERED PRODUCTS during the TERM. Software updates will be made available via the SUNHILLO support portal (https://support.sunhillo.com).

1.2. If required, CUSTOMER may request physical shipment of Software updates. CUSTOMER will be responsible for all shipping charges and any and all import duties and taxes. Purchasers of multiple copies of a single software package should indicate when more than one (1) update is required.

1.3. SUNHILLO will fix or replace, on a timely basis, Software for any software defect attributed to SUNHILLO that substantially impairs your permitted use of that Software. Average problem resolution is best efforts within two (2) working days for high-priority, seven (7) working days for medium-priority, and twenty-one (21) working days for low-priority problems.

1.4. Written notice of maintenance claims must be received by SUNHILLO within the TERM.

2. SUPPORT SERVICES:

2.1. All product maintenance claims and support services must be initiated by contacting SUNHILLO's Helpdesk. Details of how to contact SUNHILLO's Helpdesk may be found on the SUNHILLO website at www.sunhillo.com/support.

2.2. When contacting SUNHILLO's Helpdesk, the following information is required in order to verify maintenance coverage and to effectively diagnose the issue:

- Your CONTRACT number (e.g. 123450101), given on the coverage document provided when the maintenance was purchased.
- Serial Number of Product and/or SUNHILLO Packing Slip Number.
- Description of Problem with supporting information such as Error Logs and Configuration Files.

2.3. SUNHILLO will verify maintenance claims provided that the problem can be recreated with the latest unaltered release of the appropriate Software. Verified problems will be forwarded to SUNHILLO's software engineering department for problem resolution and validation.

2.4. Product enhancements requests may be submitted via the SUNHILLO Helpdesk. SUNHILLO will review such requests for possible inclusion in future releases of Software.

2.5. SUNHILLO's Helpdesk provides customer support that includes but is not limited to hardware repair and replacement, product troubleshooting for hardware and software configurations, and user operations. Support beyond the scope of the Helpdesk or during off hours can be purchased separately.

3. LIMITATIONS:

3.1. Nothing in this AGREEMENT shall be construed as requiring any SUNHILLO personnel to visit any location of CUSTOMER in connection with furnishing maintenance or support services.

3.2. SUNHILLO reserves the right to define the addition of a major function to the Software as a new product option and not as an update.

3.3. Software releases provided by SUNHILLO under a CONTRACT to correct non-conformities may contain updates, upgrades, and enhancements in addition to the corrected Software. CUSTOMER may not activate or use such updates, upgrades, or enhancements unless specifically authorized to do so under additional license.

3.4. Software releases provided by SUNHILLO under a CONTRACT to correct non-conformities may only be installed where the original Software is under warranty or covered under a CONTRACT.

3.5. SUNHILLO has no obligation to correct defects or difficulties due to CUSTOMER modifying the Software, changing its system or computer environment, using the Software on equipment not approved by SUNHILLO, or other causes external to the Software.

3.6. Priority level and escalation will be mutually set by SUNHILLO and CUSTOMER based on the severity and situation of the software problem.

4. CUSTOMER AGREES:

4.1. To install updates within sixty (60) days of receipt.

4.2. To upgrade the Operating System environment to the most current release within nine (9) months after its availability.

4.3. Software Updates will be provided via SUNHILLO's support portal (https://support.sunhillo.com).

5. RENEWAL

5.1. Unless otherwise indicated, renewal notification will be sent using the contact details provided on the purchase order for the expiring CONTRACT. Alternatively, to renew a CONTRACT, please contact your SUNHILLO sales representative quoting the expiring CONTRACT number.

5.2. SUNHILLO will provide a quotation against which a purchase order may be placed. For each purchase order, SUNHILLO will provide details of this Agreement plus a Maintenance Coverage Document.

5.3. SUNHILLO reserves the right to increase its annual maintenance fee at time of renewal.

5.4. Should CUSTOMER allow the CONTRACT to expire, a reinstatement fee will be charged for a renewal. Reinstatement is only available during the twelve (12) month period following expiration.

5.5. SUNHILLO reserves the right to decline renewal of a CONTRACT should production cease or End of Support be declared for the COVERED PRODUCTS.

5.6. SUNHILLO may refuse renewal due to breach of this AGREEMENT by CUSTOMER.

6. GENERAL

6.1. SUNHILLO's failure to exercise any of its rights under this AGREEMENT shall not constitute a waiver or forfeiture of such rights.

6.2. The headings and titles of the clauses in this AGREEMENT are used for convenience and ease of reference and do not limit the scope or intent of the clause.

6.3. This AGREEMENT will be governed by and construed in accordance with the laws of the State of New Jersey, USA, without regard to its conflict of laws principles.

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