

## Sunhillo Software Maintenance and Support Agreement

### SOFTWARE MAINTENANCE:

- Sunhillo Corporation (SUNHILLO) will provide Customer with Software updates, complete with updated documentation, including changes, modifications, enhancements, upgrades, and additions. Software updates will be made available via the SUNHILLO support website. 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.
- 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.
- The Customer can submit modification requests, via the SUNHILLO Helpdesk, to report problems encountered with Software. Details of how to contact the SUNHILLO Helpdesk can be found on the SUNHILLO website at [www.sunhillo.com/support](http://www.sunhillo.com/support). SUNHILLO will verify problems 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.

### SUPPORT SERVICES:

- Product enhancements may be submitted via the SUNHILLO Helpdesk. SUNHILLO will review such requests for possible inclusion in future releases of Software.
- Contact the SUNHILLO Helpdesk for all Technical Support assistance requests. Please include the SW Maintenance number listed above (e.g. SM1234501-1) and a detailed description of the question, problem, etc. that requires assistance from the SUNHILLO Helpdesk.

### LIMITATIONS:

- 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.
- Software releases provided by SUNHILLO under this Agreement 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.
- Software releases provided by SUNHILLO under this Agreement to correct non-conformities may only be installed where the original Software is under warranty or covered under this Agreement.
- SUNHILLO reserves the right to increase its annual maintenance fee at time of renewal.

- 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.
- Priority level and escalation will be mutually set by SUNHILLO and the Customer based on the severity and situation of the software problem.
- Nothing in this Agreement shall be construed as requiring any personnel of SUNHILLO to visit any location of Customer in connection with furnishing maintenance or support services.
- Should the Customer allow this Agreement to expire, a reinstatement fee will be charged for a renewal of this Agreement. Reinstatement is only available during the twelve (12) month period following expiration.
- SUNHILLO reserves the right to decline renewal of this Agreement should End of Support be declared for the Software.

#### CUSTOMER AGREES:

- To install updates within sixty (60) days of receipt.
- To upgrade the Operating System environment to the most current release within nine (9) months after its availability.
- That SUNHILLO may refuse renewal due to breach of Agreement by Customer or discontinued production of Software by SUNHILLO.

To purchase an extension of this software maintenance, please contact your SUNHILLO sales representative for the proper cost and include this in your purchase order. SUNHILLO will provide you a copy of this Agreement which will be valid for each product identified in the Agreement. Please indicate the address and contact for future updates to your Software. Purchasers of multiple copies of a single software package should indicate when more than one (1) update is required.

Renewal notification will be made to the address given on the purchase order for this Maintenance and Support Agreement unless otherwise indicated.

This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, USA.

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