

EMESENT SUPPORT POLICY (FORM 11)

The below is the updated wording in our contracts for support. Note this is software specific. We are finalizing how this rolls into Hardware and Support contracts but it won't be materially different.

Support, Maintenance & Upgrades

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7.1 Entitlement: Your sole entitlement to receive Support, Maintenance & Upgrades is conditioned on maintaining either:

An active Software Subscription; or

A valid Perpetual License together with an active Support Subscription.

"Active" means all fees due under the applicable Quote have been paid in full and neither party has validly terminated the applicable subscription under clause 20.

7.2 Suspension or Termination of Entitlement: If Your Software Subscription or Support Subscription lapses, expires or is terminated for any reason, We will have no obligation to provide Support, Maintenance or Upgrades from the date of lapse onward.

7.3 Scope of Support, Maintenance & Upgrades where 7.1 is satisfied:

(a) Support: We will provide Online helpdesk support to the end users of Emesent products via our support portal, email, and phone from 9am to 5pm AEST on Business Days. Requests must be placed by You or Your Authorized User. We will acknowledge requests within four (4) business hours and respond within forty-eight (48) business hours, with weekly status updates. Support is contingent on implementing Support is contingent upon You implementing or allowing us to perform Maintenance and/or Upgrades and you using the Services in accordance with this Agreement and any instructions provide by us. Support for Third Party Inputs is excluded. Any support or assistance that is not included above is out of scope and must be requested as an Additional Service.

(b) Additional Service: You may request additional services, such as consultancy support, training, and maintenance, by providing written notice, including via email. Upon receiving your request, we will prepare and provide a detailed scope of services, a proposal, or a statement of work. This documentation will outline the specific services to be provided and any additional fees required. If you agree to the terms and conditions specified in the documentation, we will proceed to deliver the requested services in exchange for the payment of an additional fee.

(c) Maintenance: We will make available fixes for reproducible defects in the Software, including corrective maintenance to fix bugs and preventive maintenance to prevent future problems.

(d) Upgrades: We will make available new major releases and feature enhancements, provided Your entitlement under Clause 7.1 remains active.

7.4 From time to time, We may perform such reasonable scheduled and emergency maintenance and updates in relation to the Software (Scheduled or Emergency Maintenance). You agree that access to, or the functionality of all or part of the Software, may be suspended for a time in order for Us to perform Scheduled or Emergency Maintenance, and to the maximum extent permitted by law, We will not be liable to You for any interruptions or downtime to the Subscription as a result of any Scheduled or Emergency Maintenance.

7.5 We will endeavour to provide You with reasonable notice, where possible, of any interruptions to access and availability of the Software.

7.6 You agree that We may make changes to the Software as part of any Maintenance or Upgrade, provided those changes do not substantially and adversely affect Your use and enjoyment of the Software. Where We notify You of Maintenance or Upgrade, You are required to follow Our directions and do all things reasonable to facilitate such updates within a reasonable time.

Below is the definition of Support, Maintenance and Upgrades:

Support, Maintenance & Upgrades” means:

- (a) technical support as described in Clause 7.3(a) (“Support”);
 - (b) error corrections, patches, bug-fixes and minor updates (“Maintenance”); and
 - (c) new releases, major upgrades and feature enhancements (“Upgrades”)
- each delivered electronically.