

TECHNICAL SUPPORT AND MAINTENANCE SCHEDULE

I. SUPPORT AND MAINTENANCE PROVIDED

A. Support Contact and Hours Information. Support for Customers who subscribe to Empirix Technical Support and Maintenance Services (included for first year after delivery of Product) shall be available from the following sources:

North America

Email: support@empirix.com

Phone: +1 978-313-7002

Hours: M-F, 8:00 am – 8:00 pm EST, excluding Empirix Holidays

Online esupport: <https://esupport.empirix.com/>

EMEA

Email: support@empirix.com

Phone: UK +44 0118 935 7010, Italy +39 059 740 9324

Hours: M-F, 8:00 am – 6:00 pm GMT +0, excluding Empirix Holidays

Online esupport: <https://esupport.empirix.com/>

APAC

22-23, A-tower, 6th Floor, Emaar Digital Greens, Gurgaon-122102

Hours: M-F 8:00am – 5:00pm IST, excluding Empirix Holidays

Online esupport: <https://esupport.empirix.com/>

Standard Support: Support is available in the US and Canada between the hours of 8:00 a.m. and 8:00 p.m. EST, and in EMEA between the hours of 8:30 a.m. and 6:00 p.m. GMT, and in APAC between the hours of 8:00 AM and 5:00 PM IST (as applicable, “**Business Hours**”) Monday to Friday, with the exception of holidays (“**Business Days**”).

Premium Support: Empirix offers an optional premium support services program for many of our product lines. Customers who purchase this premium service are entitled to Standard Support and in addition, 24x7 pager and call-back support for all severity 1 technical support issues covered under these terms. For Premium Support, target response and resolution times for software are as set out in the table below, with timing on a 24x7 basis.

B. Severity Levels, Response & Resolution Target Times. Empirix will provide technical advice and assistance in connection with the use of Software and/or Hardware (together, the “**Products**”) according to severity level. Empirix will use commercially reasonable efforts to meet all target times noted in below, with respect to Software. In order to best resolve the problem, Customer must make available a contact person to provide ongoing support and cooperation with Empirix to identify and support resolution of the technical issue. In order to resolve a technical issue in the most efficient means available, Empirix may request remote access to the Software, and Empirix and Customer will cooperate to establish the required network connections using best practices for security and in all cases, in compliance with the network security policies of both parties.

The table below applies with respect to support of Software:

Severity	Definition	Target Response*	Target Resolution Time
1	<ul style="list-style-type: none"> System is down and inoperable (hardware or software) Problem is causing hangs and/or data corruption, and/or is security related, without workaround A critical application is unusable <p>Workload is totally disrupted and no work is possible</p>	2 Business Hours	Within 72 hours after the error is identified.** The solution may include a temporary workaround or a generally available new release of the Software.
2	<ul style="list-style-type: none"> Problem prevents end user from using machine as originally intended Useful production is difficult because system or software is failing to perform correctly and/or reliably Regular Failures are occurring, and system is not completely unusable <p>Problem is causing hangs and/or data corruption, and/or is security related, with workaround</p>	4 Business Hours	Within 5 Business Days after error is identified.** The solution may include a temporary workaround or a generally available new release of the Software.
3	<ul style="list-style-type: none"> Inconvenience or performance problems (but system is otherwise functional and able to be used for its intended purpose) System or software is not operating in a normal manner <p>There is a workaround or the problem is very intermittent</p>	8 Business Hours	Within 7 Business Days after error is reproduced. The solution may consist of (a) a change to the Software code in a future release at the discretion of Seller, or (b) other workaround.
4	<ul style="list-style-type: none"> Causing error messages or other nuisance type problems System is useable <p>The problem is causing only a minor inconvenience, or the case is a request for information or a new feature</p>	12 Business Hours	Within 10 Business Days. The solution may consist of providing answers to questions, submitting feature requests to product management, and/or making changes to future releases of the Product.

*Response time shall be measured from the time that Customer has properly notified Empirix of the defect through the proper Empirix Technical Support channel, which is limited to the designated Support phone numbers, the <https://esupport.empirix.com> portal, or the designated Empirix technical support email addresses, with sufficient information that enables Empirix to identify the error in question as it relates to the specific operating environment of Customer.

Except with respect to new Software and/or Hardware installation (each, a “New Installation**”), and/or an authorized Empirix Service deployment agreed upon with SOW in which case the Target Resolution Times noted for Severity 1 and Severity 2 in the table above may be extended.

If Empirix determines that an operational or functional error is Hardware-related, or if a Software work-around does not correct the problem and Empirix cannot otherwise correct the problem through remote means, Customer shall follow the return procedures set out in Section D below to return the Product to Empirix for resolution, which may then include a Software work-around or code fix, or a Hardware repair or replacement.

Software Updates. Empirix will provide Customer all Bug Fixes, Minor Releases, Major Releases, and enhancements to the Software which it makes generally available to its other licensees of the Software under contract for Empirix Technical Support for no additional fee, together with all required amendments to the associated Documentation. Technical Support is provided for Current Software Revisions only. “Current Software Revisions” are defined as (a) the two most current “minor” releases of the current major version; and (b) the last released “minor” release of the previous major version. Major Releases and new Products for which Empirix charges separate fees are not included as part of Technical Support.

For the purpose of this provision, the following definitions shall apply:

- i. “**Bug Fix**” means a software patch or code intended to fix errors, usability, or performance issues in Software and is designated by a higher number two digits to the right of the decimal (e.g., from version 2.10.2 to 2.10.3);
- ii. “**Minor Release**” means a new release of Software intended to fix errors, and minor changes in features, functions or performance, and is designated by a higher number one digit to the right of the decimal (e.g., from version 2.1 to 2.2);
- iii. “**Major Release**” means a new release of Software intended to fix errors, and major changes in features, functions or performance, and is designated by a higher number one digit to the left of the decimal (e.g., from version 2.x to 3.x).

D. Hardware Repair/RMA. With respect to Hardware, support also includes (i) remote dial-in to the Hardware system for assistance; (ii) US and EMEA depot hardware repair for Hardware systems that cannot be repaired remotely; and (iii) Hardware replacement for defective components as determined by Empirix. If Empirix determines that it is necessary for the Customer to return Hardware to Empirix for repair or replacement, the returned Hardware must be accompanied by a Return Material Authorization (“**RMA**”) number. An RMA number will be provided by an Empirix support technician. The following procedures will apply to Empirix’s repair of Hardware, except as otherwise noted:

- i. Empirix’s Technical Support channel will provide an interface to Customer to manage the return and repair of Hardware.
- ii. Customer will email initiate an RMA through the standard support request process. When contacting Empirix for an RMA, Customer should have the following information available:
 - Model number and serial number of the Hardware;
 - Reason for return and symptoms of problem;
 - Purchase order number to cover charges for out-of-warranty items;

- Name and phone number of person to contact if Empirix has questions about the Hardware; and
 - Address to which Empirix should return the repaired or replaced Hardware.
- iv. Empirix will provide the RMA number within four (4) Business Hours of the determination that it is necessary for the Customer to return Hardware to Empirix for repair or replacement. Customer must return all Hardware to Empirix prior to shipment of replaced Hardware. All Hardware returned by Customer to Empirix must be returned to the nearest Empirix depot repair facility, shipping prepaid, and packaged according to best commercial practices for electronic equipment. Customer is responsible for mode and cost of shipment and insurance to Empirix.
- v. Customer must mark the RMA number on the package shipped to Empirix. Hardware sent to Empirix without RMA numbers will be returned to Customer, unopened, at Customer's expense.
- vi. Empirix seeks to ship the repaired or replacement Hardware to the Customer within five (5) Business Days of receipt. However, the time required to return the Hardware in good working order will be impacted by a number of factors, including: the time required to order replacement parts, build replacement systems, prepare the replacement systems for return shipping, and the actual shipping. Empirix will use all reasonable good faith efforts to minimize any delays relating from these factors that are within its control.
- vii. Empirix will return the repaired or replacement Hardware by the same method (e.g., overnight express, regular express, etc.) utilized by the Customer in shipping the Hardware to Empirix. Empirix will pay shipping charges for delivery of repaired or replaced Hardware on return from the Empirix factory.

Empirix encourages its Customers to avoid operational disruption that may be caused by the delays inherent in the above RMA procedures by either (a) purchasing spares kits or replacement systems for Hardware to have on hand as a back-up during any repair or replacement down-times, or (b) participate in the optional advance replacement program as described in Part VI below.

E. Exclusions. Support specifically excludes:

- defects or errors resulting from any modifications of the Software or Hardware made by any person other than Empirix or an authorized agent of Empirix;
- incorrect use of the Software or Hardware or operator error. any error caused by fault in the Customer's use environment or in any software not supplied by Empirix used in conjunction with the Software or Hardware; and
- defects or errors caused by the use of the Software with any third party products other than those specifically certified or approved for use by Empirix.

II. OBLIGATIONS OF CUSTOMERS

Empirix's Support policy requires that the Customer shall:

- ensure that the Software and/or Hardware is used in accordance with the terms of the applicable license agreement between the Customer and Empirix;
- not request, permit or authorize anyone other than an Empirix authorized person to provide any maintenance or support services for the Software and/or Hardware;
- co-operate fully with Empirix's personnel in the diagnosis of any error or defect in the Software and/or Hardware; and

- make available to Empirix, free of charge, all information, facilities and services reasonably required by Empirix to enable Empirix to perform the support services described in this policy.

III. DISCONTINUATION OF SUPPORT

Empirix may, from time to time in its sole discretion, decide to discontinue support for one or more of its Products and shall endeavor to provide Customer written notice of its decision to discontinue support at least six (6) months in advance.

IV. REINSTATEMENT OF LAPSED SUPPORT

Should Customer terminate support from Empirix, and then seek to reinstate support, Customer must pay Empirix a reinstatement fee equal to fifty percent (50%) of all support fees that would have been due to Empirix during the intervening period had the Customer not terminated.

V. INCORPORATION OF OTHER POLICIES

From time to time, Empirix adopts policies regarding matters such as use of anti-virus programs, support of operating systems, and other similar policies. These policies are available at <https://esupport.empirix.com/>, as may be amended by Empirix from time to time, and are incorporated by reference herein. If any of these policies impact the Customer's use of the Product in any materially adverse respect, Customer may, within sixty (60) days of the posting of such policy, cancel its maintenance renewal for a pro-rata refund of the maintenance fees.

VI. ADVANCE REPLACEMENT PROGRAM

For many products, Empirix offers an advance replacement program. In consideration of payment of Empirix's then-current annual program fee, Customers who purchase this program are entitled to receive a replacement Hardware unit prior to returning their existing Hardware unit to Empirix. The program works as follows: once Empirix has determined that the problem is in fact with the Hardware and is not a problem with software installed on the Hardware or the Customer environment, Empirix will promptly ship the Customer a replacement Hardware unit (with a target of two (2) Business Days) via next day delivery (for certain configurations, the build and burn process may delay shipment beyond this two (2) business day period). Customers are required to return their existing Hardware unit to Empirix within fifteen (15) days of receipt of the replacement unit; if Customer fails to do so, Customer agrees to pay Empirix an amount equal to the then-current list price for the replacement Hardware unit. Empirix will bear the cost of shipping and will provide Customers with packing material.