SpatialNetworX

SCHEDULE 1

MAINTENANCE AND SUPPORT SERVICES

Description of Maintenance Services

(a) SpatialNetworX shall provide maintenance services for the Software as described herein ("Maintenance Services") to Customer during the first year of this Agreement, which shall commence upon the effective date of this Agreement (the "Maintenance Term"), for the maintenance fee as specified on the applicable order ("Maintenance Fee"). The Maintenance Term shall automatically renew for successive periods of one (1) year unless either party advises the other in writing not less than ninety (90) days prior to completion of the then-current term that the Agreement will not automatically continue. In respect of any such automatic period of renewal the Customer shall continue to be obliged to pay the Maintenance Fee at the rate prevailing at the time of renewal. Payment of the Maintenance Fee for each renewal term shall be made in full prior to the commencement of such renewal term.

(b) During all Maintenance Periods where Customer requests such service and has paid the requisite Maintenance Fees herein, SpatialNetworX shall provide Maintenance Services, available 9:00 a.m. to 5:00 p.m. MST, Monday through Friday, excluding public and/or company observed holidays ("Maintenance Hours"). As part of these Maintenance Services, SpatialNetworX shall provide an adequate number of qualified personnel to perform and support the Maintenance Services on SpatialNetworX' behalf. SpatialNetworX shall respond to all requests for support in accordance with the response guidelines set forth below in paragraph(f).

(c) The Maintenance and Support Services shall apply to the current version of the Software and up to two minor versions prior to the most recent release ("Supported releases"). For the purposes of this Agreement a "Minor Version" shall be a release designated by a change to the first number to the right of a decimal in the release number. Support of any other versions of the Software is not guaranteed and is at SpatialNetworX' sole discretion. Customer may be requested to upgrade to a latest release to get support. SpatialNetworX shall use its best efforts to correct any errors in the Software for supported releases which cause it to deviate from the specifications for the Software contained in the Documentation ("Errors") in accordance with the Response Times set forth below in Section (f). SpatialNetworX will investigate and correct suspected Errors in the Software at its office to the extent possible. If SpatialNetworX travels to Customer's place of business at the request of Customer, Customer will pay SpatialNetworX for the reasonable and direct travel and other out-of-pocket expenses of SpatialNetworX personnel. If it is determined that a suspected error is attributable to a cause other than an Error in the Software, then Customer shall pay for SpatialNetworX' work on a time and materials basis at SpatialNetworX' standard published software services rates.

(d) During the Initial Maintenance Period and all subsequent Maintenance Periods, SpatialNetworX at its sole discretion will provide Customer Updates for the Software. SpatialNetworX shall provide such Updates to Customer upon their general release. Customer shall not obtain SpatialNetworX software from other 3rd parties or provide SpatialNetworX software to 3rd party companies without SpatialNetworX written agreement. Software installation, Software Update or Upgrade services are not included in this agreement and shall be ordered separately. Upon completion of installation of any Updates, SpatialNetworX shall provide Maintenance Services for such Updates under this Agreement. Any breach of this clause shall constitute a material breach of this Agreement and shall entitle SpatialNetworX to terminate the Agreement immediately upon written notice. In addition, the Customer shall, upon request, certify in writing that all software obtained from unauthorized sources has been uninstalled and deleted from all

devices and environments under its control, and shall identify the source from which such software was obtained.

(e) Customer will submit support request notifications via SpatialNetworX' prescribed on-line Support Portal. Customer will provide a description of the Error and the severity of the Error to SpatialNetworX, stating the circumstances that lead to the severity condition. The actual severity level may be re-determined by the mutual agreement of the parties during the Error resolution process. The incident report shall contain, to the extent known, applicable and/or possible: (i) the name of the Software, the version or release number; (ii) client or server OS and version; (iii) RDBMS type and version; (iv) Customer contact name, email address if available, telephone number and fax number; (v) the nature of the Error and a description of the Error; and (vi) Customer's classification of the severity of the Error. Customer will provide SpatialNetworX with as much information and access to systems as possible to enable SpatialNetworX to investigate and attempt to identify and verify the reported Error issue. Customer will work with SpatialNetworX support personnel during the Error isolation process, as reasonably needed.

(f) Subject to Schedule 1 (b), SpatialNetworX shall provide an initial response to Customer regarding Errors with the Software and shall seek a resolution of such Errors based upon the severity of the Error according to the following schedule:

Severity	Definition	Service Level	Response Time1	Release Type2
1	**Critical –** All production use of the Software Product is stopped for all users or so severely impacted that the Customer cannot reasonably continue in their production environment.	Report status every 4 hours. Work during Maintenance Hours until problem is resolved, or until a workaround is found and the severity reduced.	2 hours from receipt of Customer ticket notification during Maintenance Hours.	New upgrade; Patch release; Python, SQL, Doctor2 or other tools; or Workaround.
2	**Major Inconvenience – Serious Loss of Functionality** Important functionality is not operating properly causing Customer to spend significant time and resources addressing the issue in their production environment	Report status (progress of rectification of the defect) once daily. Work normal business hours until problem is resolved, or until a workaround is found and the severity reduced.	12 hours from receipt of Customer ticket notification during Maintenance Hours	New upgrade; Patch release; Python, SQL, Doctor2 or other tools; or Workaround
3	**Causing Inconvenience** Functionality is not operating in accordance with ordinary use and Customer must spend some time and expense dealing with the problem in their production environment	Report status Monthly via standard report. Work normal business hours.	48 hours from receipt of Customer ticket notification during Maintenance Hours	New upgrade; Patch release; Python, SQL, Doctor2 or other tools; or Workaround

4	**Request for information or software enhancement**	Report status Monthly via standard report. Work normal business hours. Fulfillment of all software enhancement requests is at the sole discretion of SpatialNetworX.	Up to 60 hours from receipt of customer ticket request during Maintenance Hours	New upgrade; Patch release; Python, SQL, Doctor2 or other tools; or Workaround or Website reference of requested information

Notes

1. "Response" indicates that SpatialNetworX has acknowledged Customer's inquiry in the same manner it was received or in another manner reasonably acceptable to Customer.
2. "Release Type" is indicative only and is at SpatialNetworX reasonable discretion.
3. "Response Time" and "Service Level" are subject to SpatialNetworX' direct access to customer production data; or receipt of minimally necessary data, supportive files (e.g. logs) or complete schema copy for analysis.

(g) Maintenance Services described herein specifically do not include "Software Services." Software Services are defined as repairs made necessary as a result of:

(i) Customer's failure to maintain a suitable installation environment if and as specified in the Documentation;

(ii) use of the Software for purposes other than set forth in the Documentation or this Agreement or the purposes for which they were designed, or neglect or misuse of the Software in violation of the Documentation or this Agreement;

(iii) repair or alterations of the Software by any person not authorized by SpatialNetworX in writing, or use of parts or supplies other than ones recommended or approved in writing by SpatialNetworX;

(iv) damage resulting from accident, disaster (including but not limited to fire, flood, water, wind and lightning);

(v) the relocation, reconfiguration or rearrangement of the Software; and

(vi) the use of the Software on equipment or in conjunction with third party software not meeting the minimum specifications as defined in the Documentation.

(vii) repair of database corruption errors

(viii) software installation, update or upgrade assistance

(ix) dedicated installation, update or upgrade support

(h) Software Services, as well as expanded support or technical assistance are available when requested by Customer. SpatialNetworX may provide such services at an additional charge in accordance with SpatialNetworX's then-current pricing policy, plus reasonable and direct travel expenses and costs incurred in performing such services

(i) Where a Customer's Maintenance has lapsed, SpatialNetworX may, at its sole discretion, permit reinstatement of Maintenance Services. Reinstatement shall be conditional on prior payment by the Customer of: (a) the Maintenance Fees that would have been payable for each full and partial Maintenance Term from the date on which Maintenance lapsed up to the date of reinstatement, calculated at the Maintenance Fee rate that would have applied during each such Maintenance Term had Maintenance been continuously in effect (the “Retroactive Maintenance Fees”); (b) the Maintenance Fees for the then-current Maintenance Term at SpatialNetworX's then-prevailing rates (the “Prospective Maintenance Fees”); and (c) a reinstatement fee to be determined by SpatialNetworX at the time of reinstatement, which shall not exceed thirty per cent (30%) of the then-current price of the applicable licence or seat (the “Reinstatement Fee”). Reinstatement shall take effect only upon SpatialNetworX's confirmation in writing following receipt of all amounts payable under this paragraph. Reinstatement shall not entitle the Customer to any Updates, Upgrades, enhancements or support items that would have been delivered or made available during the lapsed period, other than those forming part of the then-current Supported Release at the date of reinstatement. Reinstatement of Maintenance does not constitute a waiver of any rights or remedies SpatialNetworX may have arising from the lapse or any breach occurring during the lapsed period. SpatialNetworX reserves the right, in its sole discretion, to decline reinstatement where a material breach of the Software License Agreement or this Agreement has occurred during the lapsed period.

(j) Licenses for which Maintenance has not been renewed or has lapsed ("Uncovered Licenses") shall not be entitled to Updates, Upgrades, or Support Services. Uncovered Licenses may continue to be used solely with the version of the Software installed as at the date on which Maintenance lapsed, and may not be updated or upgraded to any subsequent version unless and until Maintenance is reinstated for those licenses, including payment of all applicable retroactive Maintenance fees.

(k) To the maximum extent permitted by applicable law, SpatialNetworX' total aggregate liability to the Customer under or in connection with this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total Maintenance and Support fees paid by the Customer to SpatialNetworX in the twelve (12) months immediately preceding the event giving rise to the claim. In no event shall SpatialNetworX be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, loss of revenue, loss of data, loss of goodwill, or business interruption, howsoever caused, even if SpatialNetworX has been advised of the possibility of such damages. The limitations set forth in this section shall apply to the fullest extent permitted by applicable law.

(l) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of New South Wales, Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SpatialNetworX

SpatialSUITE LIFECYCLE AND END-OF-LIFE POLICY

SpatialNetworX provides support and maintenance during the stated time periods for each of the releases of SpatialSUITE - the "Product Lifecycle".

Supported Software and supported releases are defined by the lifecycle specific for each Supported Product. At any time, SpatialNetworX may inform the Customer of changes to the lifecycle for upcoming and existing Software releases via email or online support portal.

The lifecycle allows customers and partners to plan, deploy, and support SpatialSUITE effectively. The lifecycle period is counted from the initial version release date - referred to as the general availability (GA). It is additionally defined by the number of major or minor release versions after GA. SpatialNetworX provides this lifecycle schedule for transparency and planning purposes but may make exceptions from this policy if conflicts arise.

DEFINITIONS

- **spatialSUITE** refers to all separately licensed applications: spatialNET, spatialNET^2 (BricsCAD version), spatialSTORM, spatialHINDSIGHT, spatialSDK, spatialOFFICE, spatialOFFICE – Cyclomedia Plugin, spatialFIELD, spatialMOBILE, spatialCAD, spatialINSIGHT (all modules), not limited to spatialINSIGHT – Foundation, spatialINSIGHT -Planning, spatialINSIGHT – Migration and Loaders, spatialINSIGHT-Metrics
- The **Major** version release is identified by the first digit of the version. E.g. 8.0, 9.0, 10.0, 11.0.
- A **Minor** version shall be a release designated by change to the first number to the right of a decimal in the release number. For instance, release 10.1 is a minor version release of 10.0.
- A **product update** means patches, additions, modifications, and new versions of the Software incorporating such patches, additions, and modifications that are provided to Customers by SpatialNetworX and that are not included in the initial delivery of the Software. Updates do not include additions or modifications that SpatialNetworX considers to be a separate product or for which SpatialNetworX charges its customers extra or separately. Any update may be released independent of customer reported issues.
- A **critical issue** is a bug present in the latest GA version of a product for which there is no suitable workaround and which materially prevents use of that product.

LIFECYCLE STAGES

At any time, SpatialNetworX may inform the Customer of existing Software releases stage change via email or online support portal. SpatialNetworX recognizes 3 lifecycle stages for all SpatialSUITE:

Standard – Two minor versions prior to the most recent release

Extended – Three or more minor versions prior to the most recent release. Versions in extended lifecycle are only *updated* at SpatialNetworX' discretion via a commercial agreement.

End of Life - Products in End-of-Life status are no longer supported.

SpatialNetworX

SOFTWARE UPDATE POLICY

UPDATE AVAILABILITY

- **Product updates,** regardless of lifecycle state (**Standard** or **Extended),** shall only be available to customers current on annual Maintenance and Support fee obligations. Provided updates shall only be used by Customers on Licensed Software instances covered by a valid Maintenance and Support agreement.

DURING STANDARD STAGE

- **Enhancement requests.** Provided at SpatialNetworX' discretion and delivered in a future planned release according to their priority relative to other enhancements, issues, security updates, and features. *Enhancements are not backpatched to old releases.*

- **Critical Issues Resolution.** SpatialNetworX aims to prioritize updates for critical issues in the next release. If explicitly requested, and at SpatialNetworX' discretion, a product update for a critical issue may additionally be delivered as part of a *patch* on the customer's current release or most recent GA release. If SpatialNetworX determines a product update is required for a non-critical issue, the update will be prioritized relative to other issues, security updates, enhancements, and features.

DURING EXTENDED STAGE

- **Enhancement requests.** Provided at SpatialNetworX' discretion and only delivered pursuant to a commercial agreement.

- **Critical Issues Resolution.** Most bugs present in an old release will be resolved either via workaround or by upgrading to the latest GA release. Hotfix/patches will only be delivered pursuant to a commercial agreement.

AT END-OF-LIFE Only available via upgraded to current GA product.

TIMING OF FIXES FOR ISSUES AND VULNERABILITIES

DURING STANDARD STAGE

- Customers can request problem investigation for any issue or security vulnerability.

- SpatialNetworX will target the fixing of critical bugs or critical security vulnerabilities in the next planned release. Most SpatialNetworX products release at least once per year.

- If explicitly requested, and at SpatialNetworX' discretion, a critical issue resolution or critical security update may be delivered as part of a hotfix/patch on the most recent GA release.

DURING EXTENDED STAGE

- Customers can request problem investigation for any critical issue or critical security vulnerability.

- SpatialNetworX may provide hotfixes for critical issues or critical security vulnerabilities at its discretion, provided that every possible avenue for upgrading to an updated most recent GA release has been exhausted by the customer.

AT END-OF-LIFE

- Updates are not available.

SPATIALSUITE LIFECYCLE STATUS

Application	Version	General Availability	Lifecycle Status
spatialSUITE	10.1	10/08/2026	Standard
spatialSUITE	10.0	01/10/2025	Standard
spatialSUITE	9.0.0	08/22/2023	Standard
spatialSUITE	8.6.2	06/03/2022	Extended
spatialSUITE	8.6.1	11/05/21	End of life
spatialSUITE	8.6.0	7/20/2021	End of life
SpatialSUITE	8.5.3	09/30/2000	End of life
spatialSUITE	8.5.2	12/17/2019	End of life
spatialSUITE	8.5.1	8/14/2019	End of Life
spatialSUITE	8.4.1	12/20/2018	End of Life
spatialSUITE	8.3.0	6/29/2017	End of Life
SpatialSUITE	8.2.2	1/15/2017	End of Life
spatialSUITE	8.2.1	1/15/2017	End of Life
spatialSUITE	8.2.0	12/1/2016	End of Life
spatialSUITE	8.1.0 & prior	07/8/2016	End of Life

Note: spatialSUITE refers to any of these separately licensed applications:

- spatialNET
- spatialNET2 (BricsCAD version)
- spatialSTORM
- spatialHINDSIGHT
- spatialOFFLINE
- spatialWEB
- spatialINSIGHT (all modules)
- spatialINSIGHT-Foundation
- spatialINSIGHT-Design
- spatialINSIGHT-Migration and Loaders

- spatialINSIGHT-Metrics
- spatialSDK
- spatialOFFICE (including additionally licensed plugins)
- spatialFIELD
- spatialCAD