

## Schedule 1 – Standard Support

### PART A

1. **Support hours.** RPM Software Pty Ltd (RPM) and/or its Authorised Distributor will provide you with support services during Business Hours. Support requests can be logged 24 hours a day through the RPM Customer Portal.
2. **Customer Data** - You own all data, including any business or personal data owned by you, stored or processed through the Product ("**Customer Data**"). RPM will handle Customer Data only in accordance with the SLSA including the security and privacy provisions of paragraph 16 of this Schedule 1 below. You shall obtain all permissions and consents necessary to provide Customer Data to RPM in connection with receiving Services and support under this Schedule 1.
3. **Error reporting.** You must report each Error you experience to RPM or its Authorised Distributor using the RPM Customer Portal (the web portal maintained by RPM for recording and tracking the status of Errors) provided by RPM or if that portal is not provided by reporting the Error to the service centre phone number or e-mail address notified by RPM, or at such other number or address as RPM may designate from time to time. You must include with each such Error report sufficient information, including upon request from RPM such Data necessary, to enable RPM and/or its Authorised Distributor to reproduce and verify the Error. RPM is not responsible for actioning Errors that are not logged correctly in accordance with this process. You may, through the Error reporting process nominate a requested priority for that Error in accordance with the definitions contained within the Schedule of Triage detailed in Part B of this Schedule 1.
4. **Error Corrections.** RPM or its Authorised Distributor will acknowledge each Error report and will use commercially reasonable efforts to reproduce and verify reported Errors and provide Error Corrections. RPM and/or its Authorised Distributor shall endeavour to triage each reported Error in accordance with the Schedule of Triage detailed in Part B of this Schedule 1. You acknowledge RPM may acting reasonably upgrade or downgrade the priority for any reported Error to ensure adherence to the priority descriptions in Part B of Schedule 1. Both parties have an obligation if reasonably requested by the other party, to reasonably demonstrate that any reported Error meets the priority description defined in Part B of Schedule 1 based on the technical impact of the Error. You acknowledge that additional paid consulting Services may be required if you would like RPM to install and configure any Error Corrections and if RPM agrees to provide those Services, it will be documented in a separate agreement between the parties.
5. **Diagnosis of Non-Error.** You acknowledge that RPM and/or its Authorised Distributor may be required to conduct a diagnosis when verifying the Error under paragraphs 3 and 4 of this Schedule 1. For the purpose of this Schedule, Support Services extend to include any such diagnosis. RPM and/or its Authorised Distributor is not obligated to provide any Services in respect of a problem or issue that is not an Error or is a request for advice ("**Non-Error**") under this Schedule. Where RPM elects to provide support for Non-Errors, RPM will charge its time and costs of providing that Non-Error support separately to you under a separate agreement.
6. **Upgrades.** RPM will provide you with access to Upgrades including release notes (where available) if and when RPM makes any such Upgrades generally available to its end user customers receiving Support Services from RPM. Unless otherwise specified in the Product Schedule, you acknowledge that additional paid consulting services may be required if you would like RPM to install and configure the Upgrades and if RPM agrees to provide those Services, it will be documented in a separate agreement between the parties.
7. **Part of Products.** All Error Corrections and Upgrades constitute part of the Products, and those Error Corrections and Upgrades are subject to the terms of this Schedule. You agree to comply with these terms in respect of any Error Corrections and Upgrades.
8. **Limitations.** RPM and/or its Authorised Distributor is not obligated to provide Support Services where:
  - a. the Product is not one of the two most recent major releases of the Product made available to customers by RPM and the reported Error has been corrected in a later release that has been made available to the Customer and the Customer has elected not to install;
  - b. A Product has been modified, changed or damaged by any person or entity other than RPM;
  - c. Any fees are owing under the SLSA;
  - d. You have not used the Products on equipment with the Minimum Hardware Requirements;
  - e. You have not installed and implemented any Error Corrections or Upgrades that RPM and/or its Authorised Distributor has supplied; or
  - f. Support Services are necessary due to:
    - i. failure of computer hardware, equipment or third-party software;

- ii. your negligence or the negligence of any person other than RPM;
- iii. your failure to comply with the terms of this Schedule or the Software License & Services Terms and Conditions;
- iv. operator errors, or use of Products by anyone who is not suitably qualified and adequately trained;
- v. attempted maintenance by an unauthorised person;
- vi. improper or unauthorised use of a Product;
- vii. merging or combining a Product with any hardware or software not expressly authorised by RPM; or
- viii. use of computer programs other than the Products.

**9. Exclusions.** Unless agreed in the Product Schedule or a separate agreement with RPM, Support Services do not include:

- a. training of your staff;
- b. installation of the Product on your Computer or system;
- c. development or ongoing maintenance of non-core software customisations or customer specific configurations or amendments to the Products that were delivered as a part of the implementation of the Product in your system that do not form part of an Upgrade;
- d. ongoing support of the adaptors, connectors and integration points between RPM Products and third party products (for example SAP) where any Error arises due to any changes in any third party products or changes in any configuration settings in third party products or in the your system outside of the Products;
- e. building, enhancing, fixing or supporting the software models (including pro-formas) used or generated within the Products; or
- f. script writing, advance configuration, specialist consulting services, equipment maintenance, faults not associated with Products, or supply of or maintenance to accessories, supplies, consumables or associated items, whether or not manufactured or distributed by RPM.

**10. Your responsibilities.** You are responsible for:

- a. promptly accepting and implementing all Error Corrections and Upgrades. RPM may discontinue the provision of Support Services in the event you refuse to accept and implement any Error Correction or Upgrade;
- b. cooperating and assist RPM in the provision of Support Services, and RPM is not liable to you for any failure to perform under this Schedule if such cooperation or assistance is not provided or is incomplete, inaccurate or untimely;
- c. nominating internal product experts (champions) who are adequately trained on the Product to respond to day to day technical and user questions. The internal product experts (champions) should be the first step for Product assistance before an Error is reported to RPM.
- d. providing training to new Users on the Products or requesting RPM to provide that training;
- e. upon request from RPM, providing RPM with remote access to the environments where the Product is installed (e.g. development, test and production environments) with administrator access rights. Where that access is provided you acknowledge that RPM may access their installation at any time to:
  - i. validate performance of the Product and perform health checks;
  - ii. investigate if a potential Errors exist; and
  - iii. extract analyses to validate the number of Users; and
  - iv. implement Error Corrections.
- f. providing and maintaining the hardware and system architecture in accordance with RPM requirements, including the servers (e.g. thin client servers, web servers, application servers, database servers), the network, and maintaining adequate disaster recovery procedures;
- g. maintaining the non-RPM side of any adaptors and interfaces;
- h. ensuring that all Users are registered individually (and where licensed as a Named User that those Users are registered in their own name and multiple Users do not log into the Product using the same username), that the

number of Users does not exceed the number licensed and that requirements for additional Users are communicated to RPM;

- i. ensuring that the recommended application and database maintenance guidelines are followed, including but not limited to the database administration and SQL Server optimisation, database backup and recovery strategy, SQL Server security settings (including SSRS, SSAS), database and application server disk configurations and unsupported database modifications. The Customer must not make any changes to any database schema;
- j. Where upon request from RPM, a copy of the relevant database or other Customer Data is provided to RPM as a requirement of providing Services under this Schedule, such provision must be done via secure transfer as advised by RPM at the time and not via email or hard-copy (USB or hard disk drive); and
- k. Maintain and provide to RPM upon request, an up-to-date record of the configuration and use of the third party software, hardware and systems upon which the RPM Software Product is dependent in all operating environments. Customer will also make every effort to promptly inform RPM of any configuration or third party software update changes.

**11. Maintenance Fees.**

- a. Maintenance Fees for Perpetual licenses are paid in advance. Payment for each maintenance term is due and payable within 30 days of the date of RPM's or the Authorised Distributor's invoice. Except as otherwise agreed with RPM, and for clarity, RPM reserves the right to increase the annual Maintenance Fees for any renewed maintenance term and will give you advance notice in writing of such increase. RPM may, on not less than ninety (90) days written notice to you prior to any renewal charge an additional premium to continue to support a version of the Product if that version of the Product is not one of the two most recent major releases of the Product made available to customers by RPM.
- b. Maintenance Fees are included within the Subscription Fee payable for a Subscription Term, within the SaaS Fee for any SaaS offering and within the rental fee for any rental offering.

**12. Your right to terminate Maintenance Services for Perpetual licenses.** Unless terminated by either party by notice in writing, which notice must be received by the other party at least 90 days prior to the anniversary of the commencement date of the then current Maintenance Services term, or otherwise in accordance with clause 30 (Termination) of the terms and conditions, the Maintenance Services shall automatically renew for successive 12-month periods. If you choose to terminate, you are **not** entitled to a refund of any amounts previously paid or then due and owing to RPM in connection with Maintenance Services.

**13. Re-instatement of Maintenance Services for Perpetual licenses.** If you do not purchase Maintenance Services at the time you license the Product or if you terminate or fail to renew Maintenance Services, and you subsequently want to start to receive or recommence Maintenance Services, you may do so provided that you pay RPM the then-current annual Maintenance Fee and a reinstatement fee equal to the sum of Maintenance Fees for all previous annual periods since licensing the Products for which you elected to decline receipt of Maintenance Services.

**14. Discontinuance.** RPM reserves the right to discontinue the provision of Support Services should RPM, in its sole discretion, determine that the continued provision of Support Services for any Product is no longer economically feasible. RPM will provide at least 1 month notice of any such discontinuance and the effective date of that cessation will take effect from the conclusion of the then current annual maintenance term (or the end of the then current Subscription Term, SaaS Term or rental term as applicable). Without limiting paragraph 8a. and this paragraph 14, RPM may:

- a. For a Product with a Perpetual license, by providing twelve (12) months written notice to you elect to cease providing Support Services for a version of the Product if that version of the Product is not one of the two most recent major releases of the Product made available to customers by RPM; and
- b. for a Product with a Subscription license or a SaaS license by providing to you twelve (12) months written notice prior to the end of the then current Subscription or SaaS term, elect to cease providing Support Services for a version of the Product if that version of the Product is not one of the two most recent major releases of the Product made available to customers by RPM.

**15. License Management.** If you take up the option of utilising RPM's cloud hosted license management system, you acknowledge your right of access to and right of continued use of this service is subject to the continuation of paid Support Services and that RPM may disable access to this system in the event of discontinuance of Support Services or non-payment of the fees owing under the SLSA.

- 16. Privacy and Data Security.** Customer Data that is accessed, stored and used by RPM through providing Services and support under this Schedule 1, will be managed, stored and used by RPM in accordance with RPM's Information Security Management System ("ISMS") and in the manner detailed in RPM's Privacy Policy available to view at [www.rpmglobal.com](http://www.rpmglobal.com). RPM has implemented and will maintain technical and organisational measures to protect any Customer Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.

**PART B - Schedule of Triage**

RPM - Service Levels (Best Endeavours)			
Priority	Priority Description	SLA Error Response Time Target	SLA Error Correction Time Target *Excludes all custom interfaces and assumes Customer is current on all upgrades.
1	<b>Critical</b>  The Product is unavailable or unusable in the Customer's Production Environment, causing significant business impact to all or a substantial portion of all Users (with no acceptable Workaround). Effectively, Users are prevented from working.	1 Business Hour	RPM will commence investigation during Business Hours and will use best endeavours to work on that Error and provide an Error Correction or Workaround within 5 Business Days.
2	<b>Serious</b>  Important features are unavailable with no acceptable Workaround. Product use can continue in a restricted fashion.	4 Business Hours	RPM will commence investigation during Business Hours and will use best endeavours to work on that Error and provide an Error Correction or Workaround within 10 Business Days.
3	<b>Major</b>  Loss of functionality that causes annoyance but does not materially impact on the ability to use the Product to meet the business use requirements. A Workaround can be used.	24 Business Hours	RPM will commence investigation during Business Hours and will use best endeavours to work on that Error and provide an Error Correction within 60 Business Days.
4	<b>Minor</b>  Loss of functionality that causes an inconvenience.	40 Business Hours	Next Release RPM will use best endeavours to have these corrected in the next product release.

In the above table. For Critical and Serious priority Errors, where an existing patch, resolution, Error Correction or Workaround is determined by RPM Support to successfully address the Error, RPM will provide that existing patch, resolution, Error Correction or Workaround within 1 Business Day of that determination being made.

**Definitions**

In this Schedule 1, the following terms shall have the following meanings:

- **"Business Hours"** – means the Support Hours for the Local Support Office nominated in the Product Schedule, or in the absence of that election shall mean 9.00am to 5.00pm Australian Eastern Standard Time (AEST / UTC+10), on a Business Day.
- **"Business Day"** – means Monday to Friday (excluding public holidays) in the Local Support Office nominated in the Product Schedule, or in the absence of that election, shall mean Brisbane, Queensland, Australia.
- **"Local Support Office"** – means the RPM local support office where RPM will provide help desk services to the Customer that is nominated in the Product Schedule, or in the absence of that election shall mean Brisbane, Queensland, Australia.
- **"Case Number"** – means a unique identifier for each reported Error that allows the Customer and RPM to make future reference to the Error.
- **"Patch"** - means an unscheduled Software Product release that is provided by RPM other than in accordance with the normal maintenance schedule for provision of Updates.
- **"Response"** - means the action in which RPM acknowledges the Customer's request for technical assistance and provides a Case Number.
- **"Response Time"** - means the time for RPM to acknowledge a request for technical assistance as measured from the time of reporting the Error to the time when an RPM Case Number is assigned.
- **"Support Services"** – means the maintenance and support services provided by RPM as detailed in this Schedule to support the operation of the licensed software Product.
- **"Workaround"** - means an alternative way of using the Software Product that avoids the occurrence of a known Error or otherwise reduces its impact, or a temporary change to the Software Product that when implemented either avoids or eliminates the occurrence of the Error or otherwise reduces its impact.
- **"Error Correction Time"** – means the duration it takes for RPM to provide an Error Correction. This is measured from the time RPM receives the Error to the time RPM provides an Error Correction. The duration only includes those periods where RPM has ownership of the Error and excludes any period in which the Customer has been requested to provide further information, or in which RPM is awaiting response from a third party provider. The duration excludes the time to deploy / install the Error Correction on the Customer's Environment.