

FirstDMT Software Maintenance Policy

1. Overview

Software Maintenance is part of a comprehensive management process to minimize disruptions, optimize costs, improve security, expand functionality and bring best practice to the organization. Effective maintenance and support of assets extends investment lifetime while increasing productivity and user satisfaction.

Software Maintenance ensures the upkeep of the System and any other Axiros product purchased by the Customer, in the form of Patches, Updates and Upgrades as released by Axiros from time to time.

2. Purpose

The formal process of maintaining software ensures that a clearly defined set of procedures is used to manage system resources. Proper maintenance and support increases usability and lowers the total cost of ownership to the organization. This policy is designed to support preventative and ongoing maintenance of the Axiros software.

3. Provider Obligations

- 3.1 The Provider shall provide the Maintenance Services to the Customer during the term and period of a valid and active Master Services Agreement (MSA) for the delivery of Axiros products or Services.
- 3.2 The Provider shall notify the Customer via periodical update/service review meetings (monthly or otherwise) of any major patch, update or upgrade released or to be released by Axiros, or of any minor patch, update or upgrade that would address an open or ongoing ticket or issues that is currently being experienced by the Customer on Axiros products.
 - 3.2.1 Given that Axiros advances their software for a global market, a large percentage of minor releases are focused on specific International use-cases and would be of no effect or impact on the Customer's local Service or ACS. For this reason the provider does not unilaterally or automatically roll-out each code release or update. Although the Provider is obligated to facilitate consultation on all code releases, it remains the prerogative of the Customer to have these releases approved for implementation or passed over.
 - 3.2.2 Once a Software release has been approved for implementation a service delivery ticket is to be created for the said task in order to manage expectations on timeframes, deliverables, plan project parameters (such as downtime, testing and impact on other systems) and track progress on the software maintenance task.
 - 3.2.3 Should the Customer fail to nominate a software release for upgrade within a period of 1 full year, the Provider will propose to have the system updated to the latest major release of the software. The Provider will extensively consult the Customer on timing of the implementation and any potential

impact on business operations and shall ensure that all project parameters are well documented in a service delivery ticket as contemplated in section 3.2.2 above.

- 3.3 The Provider shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Provider's industry.
- 3.4 The Provider may suspend the provision of the Software Maintenance Services if any amount due to be paid by the Customer to the Provider is overdue, and the Provider has given to the Customer at least Thirty (30) days' written notice, of said overdue amount.

4. Customer Obligations

- 4 Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:
 - 4.1 co-operation on software maintenance tasks/projects as agreed between the Parties from time to time;
 - 4.2 information and knowledge internal to the Customer's operations that might not or would not be known to the Provider that would negate the need for or increase the risk of any software maintenance task/project;
 - 4.3 advise on organizational governance, policy or procedural rules/guidelines pertaining to software or Patch management that needs to be adhered to or to enable the Provider to perform its obligations under this Policy.
 - 4.4 access to the Customer's computer hardware, software, networks and systems as may be reasonably required by the Provider to enable the Provider to perform its obligations under this Policy.

5. Software Maintenance Fees

5.1 PaaS Customers

- 5.1.1 Fees and costs related to Software Maintenance have been apportioned for within the PaaS fee schedule as published by the Provider from time to time and formally agreed between Customer and Provider.
- 5.1.2 For the avoidance of doubt, PaaS Customers automatically qualify for Software Maintenance on active Axiros products as per this policy without any additional Software Maintenance costs being levied.

5.2 Outright Purchase customers:

- 5.2.1 Fees and costs related to Software Maintenance are levied in the month of the upgrade taking place, annually in advance and is based on a percentage of the original combined cost of all Axiros product licensing. This combined cost includes the total project spend on both Server Licences and Device licences for all Axiros products.
- 5.2.2 Annual Software Maintenance costs are calculated at Eightteen Percent (18%) of total license spend as contemplated in clause 4.b.1 above, unless an alternative calculation method or percentage have been formalised and agreed upon in any relevant project documentation, such as the MSA, Bill of Quantity or pricing schedule.

6. Cancellation of Software Maintenance

- 6.1 Cancellation of Software Maintenance (not applicable to PaaS Customers) must be issued in writing to the Provider no later than Ninety (90) days prior to lapse of the current annual Software Maintenance cycle (12 months).
- 6.2 Cancellation of software maintenance will invalidate the right of the Customer to new patches, updates, and upgrades (major and minor) as from the first day in the following Software Maintenance cycle.
- 6.3 Should the Customer opt, in future, to reinstitute Software Maintenance, the Customer will be liable for all passed over annual Software Maintenance payments for each year that the Software Maintenance was suspended.