

**BY CLICKING THE "I ACCEPT" BUTTON OR OTHERWISE ACCEPTING THIS AGREEMENT THROUGH AN ORDERING DOCUMENT THAT INCORPORATES THIS AGREEMENT, YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, "YOU" AND "YOUR" AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR SUCH ENTITY DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.**

## **APROOVE WORK MANAGEMENT MAINTENANCE AND TECHNICAL SUPPORT SERVICES AGREEMENT**

This Aproove Work Management Maintenance and Technical Support Services Agreement is between Aproove SA, 1 Boulevard Initialis, 7000 Mons, Belgium, Crossroads bank for Enterprise number 0867.065.974 ("Aproove") and the individual or entity that has executed the Agreement ("You" and/or "Client"). This Agreement sets forth the terms and conditions that govern orders placed by You for Services under the Agreement.

### **1. AGREEMENT DEFINITIONS**

- 1.1. "Agreement"** means the agreement between Aproove and You, which comprises the contractual documents listed in the Order Form including but not limited to this Maintenance and Technical Support Services Agreement.
- 1.2. "Aproove Programs"** refers to the software products owned or licensed by Aproove to which Aproove grants You access as part of the Agreement, and any program updates provided as part of the Agreement.
- 1.3. "Error"** means a reproducible defect in the Aproove Programs when operated in accordance with the Documentation, which causes the Aproove Programs not to operate substantially in accordance with the Documentation.
- 1.4. "Fix"** means a solution and/or additional or replacement lines of code in the Aproove Programs provided by Aproove to remedy an Error in the Aproove Programs that caused the Aproove Programs not to operate substantially in accordance with the Documentation.
- 1.5. "Maintenance Release"** has the meaning set forth in Section 4.1.1 herein.
- 1.6. "Maintenance Services"** has the meaning set forth in Section 4 herein.
- 1.7. "Major Release"** has the meaning set forth in Section 4.1.3 herein.
- 1.8. "Minor Release"** has the meaning set forth in Section 4.1.2 herein.
- 1.9. "Order Form"**, the order form executed by You in order to enter into the Agreement with Aproove.
- 1.10. "Program Documentation"** refers to the user manuals referenced within the Agreement, as well as any help windows and readme files for the Aproove Programs. The Program Documentation describes technical and functional aspects of the Aproove Programs. You may access the documentation online at <https://www.aproove.com/legals> or such other address specified by Aproove.

- 1.11. **“Standard Support Hours”** has the meaning set forth in Section 3.1.1 herein.
- 1.12. **“Support Services”** has the meaning set forth in Section 3 herein.
- 1.13. **“Users”** means those employees, contractors and end users, as applicable, authorized by You or on Your behalf to use the Aproove Programs in accordance with the Agreement.
- 1.14. **“Workaround”** means a temporary solution to an Error.
- 1.15. **“Work Product”** has the meaning set forth in Section 4.2 herein.
- 1.16. **“You”** and **“Your”** refers to the individual or entity that has executed the Agreement.
  
- 1.17. **“Separate Terms”** refers to separate license terms between You and a third party licensor that are specified in the Program Documentation, Service Specifications, readme or notice files and that apply to Separately Licensed Third Party Technology.
- 1.18. **“Separately Licensed Third Party Technology”** refers to third party technology that is licensed under Separate Terms and not under the terms of the Agreement.
- 1.19. **“Services”** means, collectively, both the Cloud Services and Professional Services that You have ordered.
- 1.20. **“Services Environment”** refers to the combination of hardware and software components owned, licensed or managed by Aproove to which Aproove grants You and Your Users access as part of the Cloud Services which You have ordered. As applicable and subject to the terms of the Agreement, Aproove Programs, Your Content may be hosted in the Services Environment.
- 1.21. **“Service Specifications”** means the descriptions accessible online at <https://www.aproove.com>, or such other address specified by Aproove, that are applicable to the Services under the Agreement, including any Program Documentation, hosting, support and security policies (for example, Aproove Cloud Hosting and Delivery Policies), and other descriptions referenced or incorporated in such descriptions or in the Order Form.
- 1.22. **“Services Period”** refers to the period of time for which You ordered Cloud Services as specified in the Order Form.
- 1.23. **“Your Content”** means all text, files, images, graphics, illustrations, information, audio, video, photographs, data (including Personal Data as that term is defined in the Data Processing Agreement for Aproove Work Cloud Services described in ‘Data Protection’ Section below) and other content and material in any format, provided by You or Your Users that reside in, or run on or through, the Services Environment.

## 2. TERM OF AGREEMENT

This Agreement is valid for the Order Form which the Agreement accompanies.

## 3. SUPPORT SERVICES

- 3.1. Subject to the terms and conditions of the Agreement, Aproove shall provide You with Support Services as described in this Section 3.

- 3.1.1. Standard Support Hours.** Aproove shall maintain standard service hours from Monday to Friday, between 8:30 AM and 5:30 PM in the customers timezone unless otherwise specified in the Order Form, excluding all Federal and State public holidays and Aproove company holidays.
- 3.1.2. Telephone Support.** Aproove will provide telephone support for all Errors during the Standard Support Hours. Telephone technical support includes assistance relating to any Fixes or Workarounds. The support line is not toll free. Phone number : +1 847-857-7558
- 3.1.3. E-mail Support.** Aproove shall provide e-mail support during Standard Support Hours. Address: [support@aproove.com](mailto:support@aproove.com).
- 3.1.4. Support requests outside Standard Support Hours.** All voicemails and emails will receive a response during the next normal Business Day. Voicemail requests marked “urgent” and that are actually urgent will receive a live response within one hour of the start of the next normal Business Day.
- 3.1.5. Remote Support.** Initial support will be provided in part by directing you to use certain diagnostic tools available in the Aproove Programs or on Aproove’s website. If this proves insufficient to resolve the support request, and only if (a) You have granted explicit permission, and (b) You establish and maintain the appropriate network configuration, then Aproove personnel may access the Aproove Programs remotely for support purposes. If any or part of your Aproove software is hosted outside of Aproove’s managed Microsoft Azure environment, Aproove must have the ability to connect via VPN or any other mutually agreed method, if Aproove are unable to connect to servers hosted by the client (either for technical or security reasons) then the SLA commitments are void.
- 3.1.6. Direct contact with Aproove engineers.** This Agreement offers access to the Aproove Partner Portal system used by Aproove engineering and technical support staff and the customer Jira helpdesk system. Customers are not permitted to email or telephone our support engineers directly. Support tickets must be logged via email [support@aproove.com](mailto:support@aproove.com) or via telephone +1 847-857-7558. Contacting Aproove engineers directly and outside of the helpdesk voids the SLA.
- 3.1.7. Travel and Other Expenses.** Support Services provided hereunder shall be provided from Aproove’s principal place of business. Should You request that Aproove send personnel to any Your facility to resolve any Error in the Aproove Programs, You shall pay Aproove’s reasonable travel, meals and lodging expenses. Under such circumstances, You shall also pay actual costs for supplies and other expenses reasonably incurred by Aproove and necessary for the Support Services, as well as the hourly rate for all Aproove personnel for such travel and Support Services. The timing for onsite requirement is dependent on Aproove’s scheduling and availability.

New clause

#### **4. MAINTENANCE SERVICES**

- 4.1.** Subject to the terms and conditions of the Agreement, Aproove may, but is not obligated to, provide periodic software releases, product updates, feature enhancements, patches, and software bug-fixes as described in this Section 3 (“ Maintenance Services “):
- 4.1.1. Maintenance Releases.** Aproove may provide periodic Maintenance Releases. “Maintenance Releases” are generally available release of the Aproove Programs that provide Fixes only. Such a release shall be denoted by a change in the digit to the right of the second decimal point - for example, 3.0.0 to 3.0.1.

**4.1.2. Minor Releases.** Aproove may provide periodic Minor Releases. A “Minor Release” is a generally available release of the Aproove Programs that provides enhancements designated minor by Aproove, as well as Fixes. Such a release shall be denoted by a change in the digit to the right of the first decimal point - for example, 3.0 to 3.1.

**4.1.3. Major Releases.** Aproove may provide periodic Major Releases. “Major Releases” are generally available releases of the Aproove Programs that provides enhancements designated as major by Aproove, as well as minor new enhancements and Fixes. Such a release is denoted by a change in the digit to the left of the first decimal point - for example, 3.0 to 4.0.

**4.2. Intellectual Property.** All Fixes, enhancements, new releases (including, without limitation, Maintenance Releases, Minor Releases, and Major Releases), updates, or Workarounds and any other work product created by Aproove and/or on Aproove’s behalf in connection with the Support and Maintenance Services provided under this Aproove Work Management Maintenance and Technical Support Services Agreement (“Work Product”) are and shall remain the exclusive property of Aproove, regardless of whether You, Your employees, or agents may have contributed to the conception, joined in its development, or paid Aproove for the development or use of the Work Product. Such Work Product shall be considered as the Aproove Programs, and subject to the terms and conditions contained herein and in the Agreement. If for some reason You obtains any rights whatsoever in any Work Product, You shall hereby expressly and irrevocably assign to Aproove and its successors and assigns, all right, title and interest to any such Work Product, and the intellectual property rights thereto. You shall give Aproove and its attorneys all reasonable assistance in connection with the preparation and prosecution of any patent applications and shall cause to be executed all such assignments or other instruments or documents as Aproove may consider necessary or appropriate to carry out the foregoing.

**4.3. Planned Maintenance.** For planned maintenance likely to impact the accessibility of the Aproove Programs, Aproove shall inform You in advance in order to minimize the impact on Users. Wherever possible, Aproove shall notify You at least 48 hours before the scheduled date for the execution of the planned maintenance operation and inform to what extent the Aproove Programs will be affected. Aproove will endeavor to schedule the action at a time that least impacts the Users (preferably outside office hours).

## **5. LIMITATIONS ON SCOPE OF SUPPORT AND MAINTENANCE SERVICES**

**5.1.** Aproove shall have no obligation to provide Support Services or Maintenance Services for the Aproove Programs except as set forth in this Aproove Work Management Maintenance and Technical Support Services Agreement. Aproove shall not have any responsibility to develop subsequent components for Aproove Programs or additional processes for You, except as explicitly set forth herein and/or in the Order Form.

**5.2.** Aproove shall use reasonable effort to provide modifications or additions to correct Errors in Aproove Programs reported by You. Nevertheless, Aproove shall have no obligation to fix Errors in the Aproove Programs within specific time duration due to the nature of software operating in a multivendor environment.

**5.3.** Your rights and obligations concerning the use of any Fixes, Maintenance Releases, Minor Releases, Major Releases, Workarounds and Work Product (or any other programming provided by Aproove relating to the Aproove Programs) shall be as provided under the Agreement. Aproove shall have sole and exclusive ownership of all right, title, and interest in and to such works (including ownership of all Intellectual Property Rights and other proprietary rights pertaining thereto), subject only to the limited license expressly granted to You in the Agreement if any.

**5.4.** The Support and Maintenance Services do not include or cover: (a) Development of custom

computer programs or applications; (b) Repairs or service relating to any third party software or hardware ; (c) Hardware modifications or changes to existing hardware configurations, outside the scope of warranty support ; (d) Support of the Aproove Programs which has been modified or repaired other than by Aproove ; (e) Making specification changes or performing services connected with the relocation of the Aproove Programs; (f) Modification or replacement of the Aproove Programs, repair of damage, or increase in service time caused by failure to continually provide a suitable operational environment with all facilities prescribed by the applicable documentation; including, but not limited to, the failure to provide or the failure of adequate electrical power, temperature or humidity control, or computing environment; (g) Modification or replacement of the Aproove Programs, repair of damage, or increase in service time caused by the use of the Aproove Programs for other than the purposes for which it is authorized or not in accordance with the Documentation; (h) Modification or replacement of the Aproove Programs, repair of damage, or increase in service time caused by: accident, natural or man-made disaster which shall include but not be limited to fire, water, wind, and lightning, transportation, neglect or misuse ; (i) Modification or replacement of the Aproove Programs, or increase in service time caused by the use of the Aproove Programs in combination with other products or materials not furnished by Aproove or in combination with other products or materials furnished by, but not combined by Aproove; (j) Backing up or restoring programs and/or data, including any Your data; (k) Keying, importing, converting or manipulation of data, including any Your data; (l) On-site or formal classroom training on the operation and use of the Aproove Programs; (m) Creation of any new non-standard, defined reports; or (n) Installation of the Aproove Programs and installation of releases, updates, feature enhancements, patches, and software bug-fixes. At Your request and in APROOVE's sole discretion, Aproove may perform any of the foregoing services on a billable special service basis or as part of a separate professional services agreement. You agrees that any services rendered pursuant to a You request for service which is determined by Aproove to have been caused by a problem set forth above will be considered a special service.

- 5.5. You are responsible for ensuring that all appropriate personnel are knowledgeable in the operation and use of the Aproove Programs (pursuant to the Program Documentation) and associated equipment.
- 5.6. The level of support that Aproove is able to provide is dependent upon Your cooperation and the quantity of information that You provide. If Aproove cannot reproduce a problem or if You cannot successfully gather adequate troubleshooting information, Aproove may need temporary login access to Your system to identify and address the problem, and may not be able to resolve a problem if such cooperation, information, and/or access is not adequately provided.

## **6. WARRANTIES, LIMITATIONS AND REMEDIES**

- 6.1. Aproove warrants that it will use reasonable efforts to perform the Support Services in compliance with generally accepted industry standards for providing services similar to the Support Services, provided that: (a) the Aproove Programs has not been modified, changed, or altered by anyone other than Aproove; (b) the operating environment, including both hardware and systems software, meets or exceeds Aproove's recommended specifications; (c) the computer hardware is in good operational order and is installed in a suitable operating environment; (d) You promptly notifies Aproove of its need for service; (e) You provides adequate troubleshooting information and access so that Aproove can identify and address problems; and (f) all Fees due to Aproove have been paid.
- 6.2. EXCEPT AS SET FORTH IN SECTION 6.1 HEREIN, THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS APROOVE WORK MANAGEMENT MAINTENANCE AND TECHNICAL SUPPORT SERVICES AGREEMENT, AND THE SUPPORT SERVICES AND MAINTENANCE SERVICES TO BE PROVIDED BY APROOVE UNDER IT INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR PARTICULAR PURPOSE; (iii) EFFORT TO ACHIEVE PURPOSE; (iv) QUALITY; (v) ACCURACY; (vi) NON-INFRINGEMENT; (vii) TITLE; (viii) MARKETABILITY;

(ix) PROFITABILITY; (x) SUITABILITY; AND/OR (xi) ANY TYPE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

- 6.3.** Your sole and exclusive remedy and Aproove's only obligation under the warranty set forth in Section 6.1 herein, is to redo the Support Services until the Aproove Programs conforms to the most recent Documentation. In the event that such Support Services cannot be provided within a reasonable time after written notification, Your sole and exclusive remedy is to terminate this Agreement upon written notice to Aproove and to receive a refund of any Maintenance Fees paid for the period beginning on the date the Error requiring correction was reported to APROOVE.

\*\*\*