



Product Maintenance Agreement

Applicable to the following products:

X-Workflow

X-Connector

X-Intelligence

MavenTree Technology Pte Ltd

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Co. Reg. No. 200407447M | GST Reg. No. 200407447M



Please read the terms and conditions of this Product Maintenance Agreement (“Agreement”) carefully that governs Customer’s acquisition of MavenTree Technology Pte Ltd (“MavenTree”) software maintenance (“Software Maintenance”), which may also be referred to as maintenance and support (“M&S”) in connection with Maventree products. Software Maintenance is provided only for those Eligible Products licensed by Customer within its Enterprise. Acquisition of Software Maintenance in quantities greater than the number for which Customer is licensed does not create or imply any greater license authorization. An “Enterprise” in this Agreement is any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. “Eligible Products” are described below.

MavenTree has signed agreements with certain organizations (called “Business Partners”) to promote and market Software Maintenance offerings. When Customer orders Software Maintenance marketed to Customer by Business Partners, MavenTree will provide Software Maintenance to Customer under the terms of this Agreement.

MavenTree is not responsible for

- a. the actions of Business Partners,
- b. any additional obligations they have to Customer or
- c. any products or services that they supply to Customer under their agreements.

In the event that Customer’s Business Partner is no longer able to market Software Maintenance, for any reason, Customer may continue to receive Software Maintenance under the terms of this Agreement by instructing MavenTree to transfer administration of Software Maintenance to either

- a. another Business Partner of Customer’s choice (who may require Customer to first execute one of their agreements) who is approved to market Software Maintenance to Customer, or
- b. MavenTree.

1. Incorporated Terms

- 1.1. Eligible Products to which this Agreement applies are licensed under the Product License Agreement (“PLA”) unless otherwise specified by MavenTree. The URL link to the PLA can be found on generated quotation provided to Customer and on the internet at MavenTree website (<https://www.maventree.com/product-license-agreement.pdf>). Sections of the PLA subject to the following change(s):
The term “Product” is replaced by the term “Software”.
The term “Licensee” is replaced by the term “Customer”.

2. Software Maintenance

- 2.1. **Eligible Products:** X-Workflow, X-Connector, X-Intelligence
- 2.2. **Product Support:** Customer shall have access to MavenTree Technical support personnel for support of the Software installation or license covered by the Agreement. Customer may request support as designated by MavenTree. Customer shall have access to obtain Maintenance Updates according to procedures established by MavenTree.



- 2.3. **Maintenance Updates:** A patch or updated version of the Software which addresses code errors or provides minor improvements in functionality or performance of the Software. Maintenance Updates are typically developed by MavenTree in the normal course of business. A Maintenance Update may or may not repair “bugs” which have been reported by the Customer. MavenTree will determine, in its sole discretion, the content and timing of any such Maintenance Updates. Maintenance Updates may or may not include versions of the Software which contain material improvements in functionality or performance (“Product Version Release”). MavenTree will determine, in its sole discretion, whether a release constitutes a Maintenance Update or Product Version Release. Product Version Release may be made available to Customer at an additional charge.
- 2.4. **Fees and Payment:** MavenTree will invoice Customer for the applicable maintenance fee(s) in advance and payment must be received before the start of any maintenance period. Past due amounts shall be subject to a monthly service charge of two percent (2%) per month of the unpaid amount. Reinstatement of a maintenance agreement that was lapsed due to non-payment of maintenance fees shall be subject to maintenance fee back payment plus a penalty fee of thirty percent (30%).
- 2.5. **Multiple Licences:** Where a Customer has acquired more than one Eligible Product Licences, an equivalent number of Software Maintenance packages must be purchased in order for the Customer to be entitled to the Product Support and Maintenance Updates.

3. Excluded Services

- 3.1. Customer is responsible for the interface between the Software and Customer’s other software and equipment, and for installing, managing, and operating any Maintenance Updates. MavenTree will be under no obligation to provide any modifications, assistance and support requested by Customer not specifically included in the maintenance services, but may, at its sole discretion, agree to provide the additional services at MavenTree’s then current fee structure. Maintenance services under this Agreement do NOT include repair or service of the hardware on which the Software resides or troubleshooting of systems or networks of which the Software or the hardware upon which it resides may be a part of. Software installations or licenses not covered by a Software Maintenance Agreement are not entitled to Product support or to Maintenance Updates. Nothing herein shall assure uninterrupted operation of the Software.

4. Customer’s Responsibilities

- 4.1. Customer agrees that when Customer acquires Software Maintenance for an Eligible Product:
 - a. Customer will acquire Software Maintenance for the same level of use as that at which the Eligible Product is authorised. Partial coverage for a particular Eligible Product is not offered.
 - b. Customer is responsible for the results obtained from the use of the Software Maintenance.



5. Termination

- 5.1. **Unauthorised Changes:** If Customer or any third party modifies any covered Software, MavenTree may immediately terminate support for the modified Software by giving written notice of termination under this provision.
- 5.2. **Termination of Underlying License:** This Agreement shall terminate automatically for any specific Software upon the termination or expiration of the Customer's license for the use of such Software.
- 5.3. **Effect of Termination on Fee:** No refund or credit of any fees or charges will be due to Customer if this Agreement is terminated before the end of the specified term of the Agreement.

6. Jurisdiction

- 6.1. Each party to this agreement irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this agreement, including any question regarding its existence, validity, formation or termination. For these purposes, each party irrevocably submits to the jurisdiction of the Singapore courts.