



## REAL-TIME INNOVATIONS, INC. MAINTENANCE POLICY

Maintenance refers to RTI's processes for furnishing You with updates to the Software. For assistance in using the Software, or for reporting and fixing bugs or other problems, please refer to RTI's Support Policy.

Capitalized terms in this policy are as defined in the in the RTI Software License Agreement or Your specific signed Software License Agreement with RTI (SLA) and Your License Acknowledgement Certificate (LAC).

"Updates" in this document refers to new minor and major version releases of, and patches to, the Software. RTI offers maintenance and Updates only on the terms described in this policy.

- 1. Software subject to Maintenance**

The Software subject to maintenance is as specified in an LAC or a Maintenance and Support Certificate (MSC) issued by RTI. RTI offers maintenance only for Software subject to the SLA. Maintenance is not available for Software subject only to the RTI Infrastructure Community License.
- 2. Maintenance**

RTI will supply You Updates of the Software that RTI makes generally available while Your maintenance payments are current. Such Updates shall be for the same platforms, hardware, and operating systems as set forth in Your LAC. If RTI changes packaging or product bundles, Your Update will be for a similar configuration of the new bundling in RTI's reasonable discretion. All Updates shall be subject to the SLA.
- 3. Fees and Renewal**

RTI will make reasonable efforts to inform You of a pending expiration of Your maintenance. Maintenance renewal fees shall be at the current maintenance rate for new licenses.  
You are under no obligation to renew maintenance for the renewal period.  
All licenses of a product on the same Project must be renewed.  
The maintenance fee is exclusive of all federal, state, and local sales, use, license, and similar taxes or assessments, which are Your responsibility.
- 4. Termination and Reinstatement**

If You do not pay Your maintenance fee prior to expiration, then Your right to receive Updates will terminate. Failure to receive notice shall not affect termination. To reinstate maintenance, You must purchase maintenance retroactively to the original expiration date and for one year from the current date. RTI may add an administrative fee of up to 20% of the value of the contract on all expired maintenance contracts for the first year that the contract is renewed.
- 5. Compatibility**

RTI makes ongoing best efforts to ensure that its Software conforms to published standards, notably including the Data Distribution Service (DDS) standard from the Object Management Group (OMG). To the extent permitted by the evolution of these standards, future versions of our Software will be backwards compatible with old versions.  
RTI will make reasonable commercial efforts to support new versions of underlying operating systems and infrastructure frameworks within one year of their general availability.
- 6. Feature and Platform Discontinuation**

With one year's notice, RTI reserves the right to terminate Updates for product features or components, hardware platforms, and operating system platforms and versions. RTI normally accepts one final year of renewed maintenance during the notice period. Continued maintenance for discontinued platforms may be purchased from RTI at an increased rate.

RTI reserves the right to change the terms and conditions of this Maintenance Policy at the time of renewal by changing the online policy or providing You with a new policy with Your renewal notice; such changes will not be effective earlier than three (3) months after notice. If You have any questions concerning this Maintenance Policy, or if You want to contact RTI for any reason, please write or call: Real-Time Innovations, Customer Service, 232 East Java Drive, Sunnyvale, CA 94089; [license@rti.com](mailto:license@rti.com); (408) 990-7400.