



REAL-TIME INNOVATIONS, INC. SUPPORT POLICY

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

Capitalized terms in this policy are as defined in the RTI Software License Agreement or Your specific signed Software License Agreement with RTI (SLA) and/or Your License Acknowledgement Certificate (LAC), Maintenance and Support Certificate (MSC), or Infrastructure Community License Certificate (ICLC).

RTI offers support only on the terms described in this policy.

1. Support Type, Supported Software, Fee basis
 - a) Commercial license support: If You have software subject to the SLA, then the Supported Software is as specified in Your LAC. Your Support Term shall be as on the LAC or on a Maintenance and Support Certificate (MSC) issued at time of renewal. RTI will make reasonable efforts to inform You of a pending expiration of Your Support Term. If You do not pay Your support fee prior to the expiration of Your Support Term, then Your right to receive support will terminate. Failure to receive notice shall not affect termination. To reinstate support, You must purchase support 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 support contracts for the first year that the contract is renewed. Support renewal fees shall be at RTI's then-current rates. You are under no obligation to renew support.
 - b) Open Infrastructure Community license support: If You do not have an SLA or an LAC, but do have software subject to RTI's Open Infrastructure Community License, then the Supported Software is the "Infrastructure Community Software" as specified in Your ICLC. Your support is on a Time and Materials (T&M) basis. You must purchase support hours in blocks as specified in RTI's then-current price list. Blocks of hours expire one (1) year after purchase. You are under no obligation to purchase additional hours.

Support is available for RTI-built binary libraries and images only. RTI is unable to support modified source code or binaries under this policy.

Support fees are exclusive of all federal, state, and local sales, use, license, and similar taxes or assessments, which are Your responsibility.

2. Definitions

"Error" means a failure attributable to the Supported Software that causes the Supported Software to deviate materially from the functional specifications in the end user documentation. RTI will categorize the Error "Severity Level" at the time of Your report based on the following level definitions:

Severity Level	Impact
1	The problem causes the Supported Software in end use to fail to substantially function as documented leading to a system failure, inoperability of the Supported Software, or catastrophic failure.
2	The problem causes the Supported Software in end use to fail to substantially function as documented but the fielded system can continue to operate with degraded performance or periodic manual maintenance; or the problem causes the Supported Software to fail to substantially function as documented in a non-end use system or development effort.
3	The problem results in degraded, but usable, system performance, with little or no impact on users or on developers.
4	The problem describes cosmetic errors, typographical errors, or a requested feature that would enhance ease of use, or extend utility.

"Error Correction" is a software modification, patch, or addition that, when made or added to the Supported Software, establishes material conformity of the Supported Software to its functional specification.



“Workaround” means a procedure, routine, or suitable alternate solution that, when implemented in the regular operation of the Supported Software, allows the user to eliminate or mitigate the practical adverse effect of an Error on the Supported Software.

“Case” means a case within RTI’s web-based support site (the “support portal”) that is associated with each Error. The Case will be assigned a unique identifier used to communicate about and track the Error by both RTI and You.

“Resolution” means RTI’s final disposition of You Case, including by provision of an Error Correction or a Workaround, or through an update to the Supported Software provided to You.

3. Supported Users, Problems, Systems

Both Term and T&M support are restricted to an identified set of Developers for whom You have paid the appropriate fees, who may submit Cases. Each supported Developer must attend the RTI training course(s) at the then-current pricing. Supported Developers must also be covered by a valid maintenance contract. You may substitute new personnel as supported Developers at your reasonable discretion.

RTI support is not responsible for correcting any errors attributed to Your code or hardware, errors in the host or target operating system or other third-party software or hardware, or errors arising from modifications made by anyone but RTI to the Supported Software, including recompiled binaries from RTI source. RTI support is not responsible for providing design guidance or advice. RTI can provide Professional Services to address these Errors or provide advice under separate agreement. RTI support personnel will direct You to seek these additional services when warranted in RTI’s reasonable discretion and experience.

You must procure, install, and maintain all hardware and third-party software necessary to operate the Supported Software. RTI is not responsible for supporting binaries executing on other than the intended platforms.

4. Support Process

- a) RTI will maintain a support center to receive information and inquiries by telephone, email, and/or web-based forms.
- b) The support center will be available to from 9:00am - 6:00pm Pacific Time (GMT-7), Monday through Friday excluding US federal holidays and 9:00 - 18:00 Central European Time (GMT+2), Monday through Friday excluding Spanish holidays. Extended-hour coverage is available at additional charge.
- c) You can initiate Cases through the support telephone system or by creating a Case through the support portal or emailing support@rti.com. You must provide RTI the necessary information to reproduce the Error at RTI or remote access to the failing system.
- d) You will submit a Severity Level assessment for each Error when creating the case through the support portal or directly with an RTI representative. Severity Level assessments are subject to RTI’s approval.
- e) During resolution of all Errors, You must supply any additional information reasonably requested by RTI relating to the Error, and You must make appropriate resources available to assist in timely problem verification and resolution.
- f) RTI will make commercially reasonable efforts to provide a Resolution within the timeframes outlined in Exhibit A. If You wish to accelerate the Resolution of an Error beyond these timeframes, You may engage RTI professional services under separate agreement. Such services are subject to availability.
- g) Following Resolution, RTI shall provide the solution to Customer through a Workaround or Error Correction, which shall include sufficient installation and operating instructions to implement the solution.
- h) RTI may, at its discretion, include the Workaround or Error Correction in subsequent updates to the Software. Workarounds and Error Corrections relevant to the Supported Software are considered the sole and exclusive property of RTI. You will receive the updates only if You are covered under current maintenance subject to RTI’s Maintenance Policy.

5. Escalation

You may escalate disagreements, such as Severity Level classification, resolution status, or service priority. You may escalate a Case by contacting Your standard support contacts and requesting an escalation call-back or by directly contacting Your sales representative. The nominal escalation sequence shall be:



- a) Account Executive
- b) Vice President, Engineering
- c) Chief Executive Officer

Other contact information and escalation instructions may appear on RTI's web-based support system.

RTI will make commercially reasonable efforts to have the escalation contact or an appropriate representative respond within four business hours.

6. **Expiration of Term or Hours**
RTI will accept new Cases during Your Support Term or while You have outstanding T&M hours. If Your Term expires, or Your T&M hours expire or are exhausted, then RTI may discontinue efforts to achieve Resolution. Any estimates that RTI may provide as to the required effort to achieve Resolution shall not be binding.
7. **Product End of Life**
RTI reserves the right to terminate ongoing support for old versions of the Supported Software. RTI will make reasonable commercial efforts to provide You two (2) years notice of any such termination. Continued support for discontinued platforms or versions may be available from RTI at an increased rate.
8. **Limited Warranty and Disclaimer**
RTI warrants that the support services will comply in material respects with this policy and be of professional quality by qualified personnel. Your sole remedy for breach of this warranty shall be for RTI to re-perform the services.
RTI will make reasonable efforts to ensure that the support services are delivered free from infringement of third-party rights, although warranty and indemnification for infringement shall be only for the Supported Software and only as specified in the SLA.
RTI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES CONCERNING THE SUPPORT SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RTI ASSUMES NO RESPONSIBILITY FOR THE OPERATION OR PERFORMANCE OF ANY CUSTOMER-WRITTEN OR THIRD-PARTY SOFTWARE.
9. **Limitation of Liability**
IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOST DATA OR LOST PROFITS, IN CONNECTION WITH OR ARISING OUT OF THE SUPPORT SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IN THE EVENT THAT THE PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE, OCCUR OR RESULT.
THE PARTIES HEREBY EXPRESSLY AGREE THAT A PARTY'S TOTAL CUMULATIVE LIABILITY FOR DAMAGES SHALL NOT EXCEED THE TOTAL SUPPORT FEES PAID DURING THE SIX (6) MONTHS PRIOR TO AND THE SIX (6) MONTHS AFTER SUBMISSION OF THE RELEVANT CASE.

RTI reserves the right to change the terms and conditions of this Support Policy at the time of Term renewal or before purchase of T&M hours by changing the online policy or providing You with a new policy with Your renewal notice. RTI shall not be liable for events beyond its reasonable control. This policy is governed by the laws of the State of California, without regard to conflict of law provisions.

If You have any questions concerning this Support 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; (408) 990-7400.



EXHIBIT A
Target Error Response

All units (days, hours) are measured in working business time. RTI will use commercially reasonable efforts to provide support consistent with the timetables in this Section.

Level	Initial response	Resolution Targets
Level 1	Respond to Customer Contact within 4 hours	<ul style="list-style-type: none">• RTI allocates senior technical resources across professional services, R&D, and relationship manager until Error drops to Level 2• Patch, workaround procedure, or configuration file within 7 days
Level 2	Respond to Customer Contact within one business day	Error Correction or Workaround within 15 business days.
Level 3	Respond to Customer Contact within two business days	The Error will be addressed in the next point release.
Level 4	Respond to Customer Contact within two business days	This feature or Error correction will be considered for future releases.