

Teradici Corporation
PRODUCT SUPPORT AND MAINTENANCE TERMS AND CONDITIONS

Teradici Corporation, a Canadian corporation with offices at 101-4621 Canada Way, Burnaby, British Columbia, Canada, (“Teradici”) shall provide Technical Support and Maintenance Services (as defined herein) (collectively, the “Services”) to the Customer (“Customer”) (each of Teradici and Customer, a “Party”) per the terms of this Agreement (the “Agreement”).

The applicable Teradici Product(s), Effective Date and Service Period will be set forth on Customer’s purchase order (“Order”) or the associated Teradici Product license agreement.

1. DEFINITIONS.

1.1 “Fix” means the repair or replacement of object code or executable code versions of a Product or documentation to remedy a Problem as determined by Teradici in its sole and absolute discretion.

1.2 “Maintenance” means the ability for the Customer to have access to Patch, Maintenance, Minor and Major Releases.

1.3 “Maintenance Release” means an update to an existing minor/major release to add small features or to address specific issues.

1.4 “Major Release” means the addition of major new features, architecture changes or product components beyond previous minor/major releases.

1.5 “Minor Release” means the addition of new features or fixes beyond previous minor/major releases.

1.6 “Modified Code” means any modification, addition and/or development of code scripts (whether created by Teradici, Customer or any third party) that deviates from the pre-defined product code tree(s)/modules developed by Teradici for production deployment and/or integration into third party products.

1.7 “Optional Support Services” means any of the Services set out in an exhibit to this Agreement, and any other services to Customer under this Agreement that Customer and Provider may from time to time agree on in writing.

1.8 “Patch Release” means an update to an existing maintenance/minor/major release to address a specific failure or issue. A Patch release is generally only issued to specific customers encountering the issue.

1.9 “Problem” means a defect in a Teradici Product which significantly degrades such Product performance as compared to Teradici’s published product documentation published on www.techsupport.teradici.com.

1.10 “Product” for the purposes of these Service Terms means Teradici software or firmware that does not include Modified Code or Third Party Products.

1.11 “Product Support Identifier” means the unique identifier that identifies the support services that have been purchased.

1.12 “Service Fees” means the fees that are applicable to the Services as specified in a corresponding Teradici or Teradici Channel Partner invoice.

1.13 “Service Period” means the period for which Customer has purchased the Services and any subsequent renewal periods. A Service Period shall commence on the date of purchase of the services and shall have a term of not less than one year except as otherwise provided in the applicable price list for that Product.

1.14 “Services” means the services for Technical Support and Maintenance offered by Teradici for the Products, as described herein.

1.15 “Technical Support” means the provision of web-based, email or telephone interactive technical assistance provided by Teradici to Customer technical contact(s) with respect to installation, Problems and technical product problems at the corresponding Service level purchased by the Customer.

1.16 “Ticket” means a Technical Support request that is entered via Teradici’s support website. A ticket relates to a single issue or problem. If an issue or problem can be broken down into multiple sub-issues then multiple tickets are required.

1.17 “Third Party Products” means any third party proprietary software or hardware that is manufactured by a party other than Teradici, or its affiliates

1.18 “Workaround” means a change in the procedures followed or data supplied by Customer to avoid a Problem without substantially impairing Customer’s use of a Product.

2. **SUPPORT SERVICES.**

2.1 Provision of Services

Subject to the terms and conditions of this Agreement and associated Teradici Product license agreement, and conditioned on Customer's and its Representatives' compliance therewith, during the Term, Teradici will provide to Customer the Services in accordance with the Provider service levels set forth in Table 1. Teradici will use commercially reasonable efforts to provide the Services as agreed to by the parties below.

2.2 Purchase Requirements

2.2.1 Except as otherwise provided for by Teradici, Customer may purchase initial Services only for the most current, generally available release of the Products.

2.2.2 Customer must purchase and/or renew Services at the same Services level for all of the licenses for a particular Product or suite that has been installed in a given environment.

2.2.3 These Terms and Conditions prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2.2.4 These Service terms and conditions will automatically update to Teradici’s then-current Services terms and conditions set forth at <http://www.teradici.com/Support/Terms-and-Conditions> upon any renewal of Services.

2.3 Product Support Duration and Availability

Teradici may, at its discretion, decide to retire Products (including specific versions in the case of software/firmware products) and/or Services from time to time (“End of Availability”). Teradici shall publicly post for all customers notice of End of Availability, including the last date of general commercial availability of the affected Products and the timeline for discontinuing Services at (<http://www.teradici.com/Support/Policies/lifecycle>). Teradici shall have no obligation to provide Services for Products that are outside of the applicable Service life.

2.4 Service Fees

- 2.4.1 Service Fees are due and payable on the Effective Date or in the case of a renewal term, no later than the date of commencement of the applicable Service Period. Service Fees are specified in the applicable price list and are non-refundable.
- 2.4.2 In the event that Customer renews or adds a Services offering that has a minimum term of one year, customer may elect to make Services for all of its Product licenses coterminous with the renewed or added Services. In such case, Teradici will prorate the applicable Service Fees to extend the current Services Period to make it coterminous with such renewed or added Services.
- 2.4.3 For Products that are licensed on a perpetual basis, if a Customer purchases Services after acquiring the Product licenses, or has elected not to renew Services and later wishes to re-enroll in the Services, Customer must move to the then-current Major Release of the Product and must pay (a) the applicable Service Fees for the current Service Period; (b) the amount of Service Fees that would have been paid for the period of time that Customer had not enrolled in the Services.
- 2.4.4 In cases where Customer purchases a License to migrate up from one edition of the Product to another, any unused period of the Service Period on the original License will be converted and used to extend the Service Period for the newly purchased upgrade License.

2.5 Eligibility

Teradici, in its sole discretion, may provide Optional Support Services to Customer on Customer's request, at Teradici's standard hourly rates then in effect. The terms and conditions of this Agreement govern the provision of any Optional Support Services delivered by Teradici to Customer.

For the avoidance of doubt, the following types of issues are not included in the Services but may be addressed separately, as Optional Support Services:

- 2.5.1 A problem with any Product that is End of Availability for which support is no longer available;
- 2.5.2 A problem with any Product that is not a currently supported release. Please see release version support policy at (<http://www.teradici.com/Support/Policies/lifecycle>)
- 2.5.3 Problems related to improper installation by Customer or use of the Products that deviates from any operating procedures as specified in the documentation;
- 2.5.4 Problems related to actual or attempted modification, alteration or addition to the Products undertaken by Customer or any third party;
- 2.5.5 Problems caused by Customer negligence, abuse or misapplication, use of Products other than as specified in the Teradici documentation or other causes beyond the control of Teradici;
- 2.5.6 Problems caused by unusual external physical factors such as inclement weather conditions that cause electrical or electromagnetic stress or a failure of electric power, air conditioning or humidity control; neglect, misuse, operation of the Products with other media not in accordance with manufacturers specifications;
- 2.5.7 Problems related to Products installed on or combined with any hardware or operating system that is not supported by Teradici;
- 2.5.8 Problems related to a customer solution or environment that does not incorporate Teradici Products; or

2.5.9 Problems resulting from anything other than ordinary use of the Products.

2.6 Technical Support Process and Requirements

Authorized customer technical contact(s) may initiate an eligible Technical Support request Ticket through Teradici's support website at techsupport.teradici.com. If Ticket entry assistance is required, please see knowledge base article #344 at techsupport.teradici.com.

2.6.1 Customer shall provide the following information for each Ticket so that Teradici can perform its obligations:

2.6.1.1 Accurate customer contact information, including additional Customer contacts involved in the problem tracking and/or resolution.

2.6.1.2 Customer's classification of the problem and requested severity level

2.6.1.3 Problem description and details including, but not limited to,

2.6.1.4 Customer solution environment,

2.6.1.5 Products used and the firmware and/or software release information,

2.6.1.6 Relevant Third Party Products and release information,

2.6.1.7 Error messages, logs (especially Product logs),

2.6.1.8 Checklists and network diagrams (if any),

2.6.1.9 Problem frequency,

2.6.1.10 Video of problem (if any),

2.6.1.11 Procedures to reproduce.

2.6.2 Once the information above is available, the customer shall open a ticket on the Teradici support site. If the request severity level is Critical (S1) then the customer shall call the Teradici Support team 24x7 on at +1 604-628-5390 (for additional contact information see knowledge base article #344 at techsupport.teradici.com) to notify that a critical ticket has been entered.

2.6.3 Upon receipt of Customer Ticket, Teradici shall, within the response times set forth in Table 1.

2.6.3.1 Acknowledge receipt of the ticket;

2.6.3.2 Assign a Ticket number;

2.6.3.3 Review the request to determine if there is sufficient information to start the investigation.

2.6.3.4 If the information is not available then prior to investigating or assigning the request, Teradici will request additional information within the ticket, or Teradici will call the customer for Critical (S1) requests.

2.6.3.5 Review the requested problem severity and assign a problem priority based on the severity levels determined by Teradici in its sole and absolute discretion as further defined in Table 1.

2.6.4 Escalation Guidelines:

- 2.6.4.1 Customer may request an escalation of the assigned severity within the ticket or by calling the Teradici customer support phone line at +1 604-628-5390 (for additional contact information see knowledge base article #344 at techsupport.teradici.com). The Teradici Technical Support Representative (TSR) will review the request, including management review, and respond within the ticket by accepting the escalating request and adjusting the ticket severity level, or providing a brief description of why the escalation request was not accepted.

2.6.5 Teradici will review and resolve the reported Ticket as follows:

- 2.6.5.1 If the Ticket is determined to be a Problem, then Teradici will use commercially reasonable efforts to isolate, root cause and/or resolve the Problem,
- 2.6.5.2 If the Ticket is determined not to be a Problem, then Teradici will inform the customer and may advise next steps (i.e. contact other vendor). If the Ticket is or involves a Product feature request, then Teradici product management team will be advised and the Support Ticket will be closed.

2.6.6 Customer obligations regarding Services are subject to the following:

- 2.6.6.1 Customer agrees to receive communications from Teradici via e-mail, telephone, and other formats, regarding renewals, quotes and other topics relating to Services (such as communications concerning a Problem or other technical issues or the availability of new releases).
- 2.6.6.2 Customer's technical contact(s) shall cooperate to enable Teradici to deliver the Services.
- 2.6.6.3 Customer is solely responsible for the use of the Products by its personnel and shall properly train its personnel in the use and application of the Products.
- 2.6.6.4 Customer shall promptly report to Teradici all problems with the Products, and shall implement any corrective procedures provided by Teradici promptly after receipt.
- 2.6.6.5 Customer shall have dedicated resources with relevant domain expertise available to work on Tickets. For severity Critical S1 Tickets, the resources shall be available 24x7x365.
- 2.6.6.6 Customer is solely responsible for protecting and backing up the data and information stored on the computers and systems on which the Products are used and should confirm that such data and information is protected and backed up prior to contacting Teradici for Technical Support. Teradici is not responsible and shall not be liable for any lost data or information in the event of Problems, implementation of corrective procedures or other malfunction of the Products or computers or systems on which the Products are used.

2.7 Customer Tickets may be closed at Teradici's sole and absolute discretion in scenarios including but not limited to:

- 2.7.1 The Ticket is determined to be a Product feature request. The Technical Support Representative handling the Ticket will advise the product management team of the Product feature request and the ticket will be closed.
- 2.7.2 If the Ticket is determined to not be a Problem then the Technical Support Representative may advise of next steps (i.e. contact another vendor or direct Customer to a community forum) and close the ticket.

2.7.3 The Ticket is inactive because the Customer has not responded to Teradici request(s) for additional information to allow Teradici to continue the investigation. The Customer may re-open the ticket by providing the requested information provided the requested information is provided to Teradici within the applicable Service Period.

3. PROBLEM SEVERITY LEVELS.

Problem severity is a measure of the relative impact a Problem has on the use of Products within a customer environment, as determined by Teradici in its sole and absolute discretion. Table 1 describes the Severity Levels and Targeted Response Times, which Customer agrees are intended to serve as estimates only.

Table 1 Problem Severity Levels

Severity Level	Definition	Target Response Times
Critical S1	Problems causing catastrophic failures that severely impact the customer's ability to conduct business and no procedural workaround exists. Customer's systems and/or products are down or not functioning and business operations are severely disrupted.	Customer must create a Critical (S1) Ticket on Teradici Support Site and must call Teradici Support to report a Critical (S1) problem. First response will occur within 1 hour. Teradici will develop an action plan within 4 hours. Critical support requires Customer to have dedicated resources with relevant domain expertise available to work on the issue on a 24x7 basis. Updates to be provided every 4 hours.
Major S2	Problems causing major functionality to be degraded in which the customer's operation is disrupted but there is an ability to remain productive and maintain necessary business-level operations. Only a temporary workaround is available.	Customer must create a Major (S2) Ticket on Teradici Support Site Major support requires Customer to have dedicated resources with relevant domain expertise available to work on the issue during Teradici Business Hours. First response within 4 business hours.* Updates provided daily.
Minor S3	Problems causing partial loss of non-critical functionality. The problem impairs some operations but the customer can continue to function. A workaround is available.	Customer must create a Minor (S3) Ticket on Teradici Support Site First response within 2 business days.* Customer shall have dedicated resources with relevant domain expertise available to work on the issue. Updates as appropriate.
Query S4	General usage questions, cosmetic issues, request for future product enhancements or modifications.	Customer must create a Query (S4) Ticket on Teradici Support Site First response within 5 business days.* Customer shall have dedicated resources with relevant domain expertise available to work on the issue. Updates as appropriate.

Teradici Business Hours (12x5) are 6AM to 6PM, Monday to Friday Pacific time.

* Major, Minor and Query requests that are created after Teradici business hours, as may be appropriate, will be handled on the next business day.

4. Ownership

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services (collectively, the "**Deliverables**") shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

5. Payments and Taxes

Customer will pay Teradici or Teradici Channel Partner all fees due and payable upon receipt of an invoice. Teradici or Teradici Channel Partner may charge and Customer will pay applicable national, state or local sales or use tax or value added taxes that Teradici is legally obligated to charge ("Taxes").

5.1 Term and Termination.

The term of this Agreement shall commence on the Effective Date and shall continue thereafter for a period of 1 year(s) ("Initial Term").

Teradici may suspend performance of the Services if the Customer fails to meet its obligations, including for non-payment, as set forth under this Agreement. Teradici may terminate the Services if such failure continues for fifteen (15) days after Teradici's or Teradici Channel Partner's written notification to Customer. Teradici may immediately terminate the Agreement and all Services at any time if Customer is in breach of any Teradici Product license restrictions pursuant to Customer's software license, or Customer is in breach of any provision of this Agreement.

On the expiration or earlier termination of this Agreement all rights, licenses and authorizations granted to Customer hereunder will immediately terminate and all amounts payable by Customer to Teradici of any kind are immediately payable and due no later than 30 days after the effective date of the expiration or termination of this Agreement

Any provision of this Agreement which should survive, shall so survive the expiration or termination of this Agreement.

5.2 Entire Agreement

The terms and conditions set forth herein constitute the entire agreement between Teradici and customer relating to Teradici's support programs. Teradici shall not be bound by any terms or conditions of customer's order for support or any other document. Any acceptance by Teradici of customer's order for the support program is expressly conditioned on assent by customer to the terms of this agreement and the exclusion of all other terms except as may be set forth in a written agreement signed by Teradici and the customer expressly superseding these terms. If tender of these terms is deemed and offer, acceptance is expressly limited to the terms hereof.

5.3 Limited Warranty

Teradici warrants that the Services to be performed hereunder will be done in a workmanlike manner and shall conform to industry standards. Upon Customer providing Teradici with reasonably detailed written notice to cure within thirty days of the occurrence of nonconformance, Teradici will re-perform the Services to achieve

commercially reasonable conformance with the above warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TERADICI MAKES NO OTHER WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCTS OR ANY SERVICES, LICENSES OR OTHER SUBJECT MATTER OF THIS AGREEMENT. TERADICI DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TERADICI ALSO MAKES NO WARRANTY REGARDING NON-INTERRUPTION OF USE OR FREEDOM FROM BUGS. THE PRODUCTS AND SERVICES ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE FAILURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE (“HIGH RISK ACTIVITIES”). USE OF THE PRODUCTS IN HIGH RISK ACTIVITIES IS NOT AUTHORIZED AND VOIDS ANY WARRANTIES SET FORTH HEREIN.

5.4 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TERADICI SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT AND EVEN IF TERADICI HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE IN ADVANCE, AND WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT. TERADICI'S LIABILITY WILL NOT, IN ANY EVENT, EXCEED THE SERVICES FEES PAID BY CUSTOMER TO TERADICI FOR THAT PARTICULAR PRODUCT UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT MOST DIRECTLY GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

Teradici shall have no liability for any changes in Customer's hardware which may be necessary to use Products due to a Workaround or maintenance release.

5.5 Confidential Information

In the performance of this Agreement or in contemplation thereof, each party and its employees and agents may have access to private or confidential information owned or controlled by the other party relating to equipment, apparatus, programs, software, plans, drawings, specifications and other data (hereinafter 'Information'), and the Information may contain proprietary details and disclosures. All Information supplied by one party to the other which is clearly marked 'Proprietary', 'Confidential' or with words of similar import or which under the circumstances would be considered confidential information by a reasonable person (collectively, 'Proprietary Information') shall remain the exclusive property of the party supplying same. The receiving party shall use a reasonable degree of care, which in any event shall not be less than the same degree of care which the receiving party uses to protect its own proprietary and confidential information, to keep, and have its employees and agents keep, confidential any and all Proprietary Information. In keeping therewith, the recipient shall not copy or publish or disclose the Proprietary Information to others, or authorize its employees, or agents or anyone else to copy, publish or disclose it to others, without the disclosing party's written approval, nor shall the receiving party make use of the Proprietary Information except for the purposes of executing its obligations hereunder, and shall return the Proprietary Information to the disclosing party at its request. These nondisclosure obligations will not apply to Proprietary Information which: (a) becomes generally known to the public by publication or by any means other than a breach of duty on the part of the recipient hereunder; (b) is information previously known to the recipient; (c) is information independently developed by or for the recipient without use of or access to the Proprietary Information; or (d) is information released by the owning party without restriction or released pursuant to a judicial or governmental decree.

5.6 Severability

If one or more of the terms of this Agreement is considered to be invalid as such or as a result of a law, regulation or definitive decision of a competent body having jurisdiction, it will be treated as not forming part of this Agreement and all other terms will remain in force.

5.7 Force Majeure

Teradici shall not be liable for any delay in performance under this agreement caused by any “act of God” or other cause beyond Teradici’s control and without Teradici’s fault or negligence.

5.8 Governing Language and Choice of Law

The official text of this Agreement and any notices given hereunder shall be in English. In the event of any dispute concerning the construction or interpretation of this Agreement, reference shall be made only to this Agreement as written only in English and not to any translation into any other language.

This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of New York, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

5.9 Non-Assignment

Neither party may assign this Agreement without the prior written consent of the other party, except that Teradici may, without the consent of the other, assign or otherwise transfer the Agreement to a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties. Any assignment or delegation in violation of this section shall be void.