

MAINTENANCE AND SUPPORT SERVICES AGREEMENT

By ordering or receiving maintenance and support services (“Maintenance and Support”) for software previously licensed from Jama Software, Inc. (“Jama”) on a perpetual basis (“Software”) and/or ordering or receiving consulting, implementation, or other professional services (collectively, “Professional Services”) each, in a quote, statement of work or other order form that is mutually agreed by the parties (“Order”), the customer identified in such Order (“Customer”) acknowledges and agrees that it is a party to this agreement with Jama and that these terms and conditions shall apply even if the Order has been issued and/or executed by a reseller. The specific terms of each Order will be set forth in the Order, but all applicable terms and conditions below shall apply.

1. Maintenance and Support Services. If purchased by Customer, Jama will provide Maintenance and Support in accordance with the following terms and conditions (“Support Terms”), which terms may be amended from time to time by Jama in its sole discretion:

- 1.1. **Supported Versions.** Jama will provide the maintenance and support services described herein for the current Standard Release and two Standard Releases prior to the current Standard Release and any related Patch Releases. As used in this Section 1, “Standard Release” means an updated release delivered to Customer as part of Maintenance and Support. The Standard Releases contain feature updates intended to improve functionality, enhance user experience, and/or correct defects or deficiencies. As used in this Section 1, “Patch Release” means a progressing of the 3rd digit of the version release number in a three-point version control system (e.g., v2.1.1 to v2.1.2). Customer will not be entitled to receive as part of Maintenance and Support for a perpetual license any Standard Release from v.9.0 or any subsequent Standard or Patch Release.
- 1.2. **Items Covered by Maintenance and Support.** Maintenance and support shall include support for technical issues relating to the use of the Software (including errors or problems with the Software, issues relating to the use of the Software, issues during installation and assistance understanding specific features); and all Patch Releases and Standard Releases to which Customer is entitled will be made available electronically for download from Jama’s website as they become available.
- 1.3. **Items Not Covered by Maintenance and Support.** Jama is not obligated to provide Maintenance and Support for errors or problems caused by the following (each, an “Excluded Cause”): (a) third-party components not provided by Jama, including, without limitation, related networks and databases; (b) any modifications or extensions of the Software; (c) use of the Software other than in a recommended environment described in the documentation; (d) errors that are not able to be reproduced by Jama using commercially reasonable efforts; (e) continued use of a Standard Release version of the Software for which Maintenance and Support is no longer provided in accordance with Section 1.1 above; or (f) any modifications to a related database or schema.
- 1.4. **Customer Obligations.** Customer agrees to provide Jama with all information and materials requested by Jama for use in replicating, diagnosing, and correcting an error or other problem with the Software reported by Customer. Customer acknowledges that Jama’s ability to provide satisfactory Maintenance and Support is dependent on Jama having the information necessary to replicate the reported problem with the Software. In reporting an error to Jama, Customer will send a complete and accurate error report, including a thorough written description of the issue, error logs, screenshots and/or video recordings (an “Error Report”). Additionally, in order for Jama to properly provide the Support and Maintenance described herein, upon request, Customer must implement certain monitoring tools that accomplish the following: (a) ability to troubleshoot within a browser other than end user’s default (e.g. if default is Internet Explorer, then the ability to troubleshoot within Chrome or Firefox); (b) Frontend/User interface and network troubleshooting (e.g. Chrome, Fiddler, Charles Proxy); (c) Network troubleshooting (e.g. Wireshark); (d) Thread dumps and profiling (Thread dumps are native functionality within Java) (examples of profiling tools: Java Mission Control, jProfiler, VisualVM); and (e) Application performance monitoring (e.g. Introscope, Java Melody, Java Mission Control, App Dynamics, New Relic). Customer may choose and administer whichever specific tool they wish to accomplish the foregoing, provided that Customer acknowledges that Jama-recommended tools are preferred. If Customer does not implement and maintain the foregoing functionality upon Jama request, Jama’s ability to provide Support and Maintenance Services may be impaired and Customer’s use of the Software may be negatively impacted.
- 1.5. **Contact Methods.** Named representatives designated by Customer may contact Jama to provide an Error Report and request Maintenance and Support by any of the method listed at support.jamasoftware.com. Customers may have up to two (2) named support contacts. WHILE JAMA WILL USE COMMERCIALY REASONABLE EFFORTS TO RESPOND TO CUSTOMER’S REQUESTS USING ALL AVAILABLE METHODS, THE INITIAL RESPONSE TIMES SPECIFIED IN EXHIBIT A ONLY APPLY TO CRITICAL ISSUES WHEN JAMA IS CONTACTED VIA TELEPHONE.
- 1.6. **Business Hours and Days.** Support hours are defined as 7:00am to 5:00pm Pacific Time, Monday through Friday, excluding Jama recognized holidays. A business day is Monday through Friday, Pacific Time, excluding holidays.
- 1.7. **Response Times.** Jama will use commercially reasonable efforts to respond within the response times specified in Exhibit A. Note that severity level designations may be lowered by Jama upon making available a workaround or other such solution to a particular issue.

2. General Terms. The terms of this Section 2 (General Terms) shall apply unless Customer and Jama have previously executed a written Master Agreement or Software License Agreement. If the parties have executed such an agreement, this Section 2 shall not apply.

- 2.1. Fees and Payment. Subject to the terms and conditions below, all fees for Professional Services and/or Maintenance and Support will be set forth on the applicable Order. Unless otherwise agreed to in writing by the parties, Customer will pay to Jama or, if applicable, one of its authorized resellers all undisputed fees owed within thirty (30) days after Customer's receipt of an invoice pertaining thereto. Payments will be sent to the address included on the invoice. Unless otherwise agreed, all amounts payable shall be in the currency of the United States and specifically exclude (and Customer is responsible for) any and all applicable sales, use and other taxes, (other than taxes based on Jama's income). In addition to any other rights Jama may have, Jama may suspend Customer's access to Maintenance and Support and any Professional Services if Customer fails to pay amounts when due pursuant to this Agreement.
- 2.2. Termination. Either party may terminate any Order(s) entered pursuant to this Agreement upon written notice to the other party if the other party materially breaches any term of this Agreement or an Order and fails to cure such breach within 30 days after receiving written notice of such breach from the non-breaching party.
- 2.3. Professional Services. If indicated in the Order, Jama will perform Professional Services. The particulars of each Professional Services engagement (including any materials to be provided to Customer by Jama in connection therewith ("Deliverables")) will be as set forth in Jama's standard services descriptions provided to Customer and/or one or more statements of work (each an "SOW") entered into by the parties. In a timely manner, Customer will provide all assistance reasonably requested by Jama in connection with the Professional Services.
- 2.4. Limited Warranty. Jama represents and warrants that it will perform all Professional Services in a professional manner consistent with industry standards and practices. In the event of any breach of this warranty, Customer shall provide written notice of such breach to Jama within thirty (30) days of completion of the Professional Services, and Jama shall, as its sole liability and Customer's sole remedy, reperform the defective Professional Services. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THE SERVICES, AND DELIVERABLES, ARE PROVIDED "AS IS" AND JAMA AND ITS SUPPLIERS HEREBY DISCLAIMS ALL WARRANTIES, IMPLIED OR EXPRESS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS, NON-INFRINGEMENT, TITLE, ACCURACY, AND COURSE OF DEALING.
- 2.5. Proprietary Rights. As between the parties, (a) Customer and its suppliers shall retain ownership of all Customer Confidential Information (defined below), Customer intellectual property and data, requirements and other content of any kind uploaded by Customer and its Users through the Software (collectively, "Customer Content"), and (b) Jama and its suppliers will retain all right, title and interest in and to the Software, documentation, all Patch Releases and Standard Releases (defined below), the Deliverables (except to the extent they include pre-existing Customer Confidential Information or Customer intellectual property), and other derivative works of the Software and/or documentation, including any and all intellectual property and other proprietary rights to the foregoing. Jama may collect and use data pertaining to use of the Solution ("Usage Data"). All Usage Data will be collected anonymously without reference to any User. All rights not expressly licensed by Jama hereunder are reserved. Customer's rights to the Deliverables shall be the same as Customer rights to the Software to which such Deliverables pertain.
- 2.6. Confidentiality. Each party acknowledges that it may have access to certain confidential information of the other party ("Discloser"). "Confidential Information" shall include, but not be limited to, the Software, each party's proprietary technology and trade secrets, and all information concerning the Discloser's business, plans, customers, products, services, technical know-how, patent applications, customer and supplier lists, product roadmaps, concepts, ideas, methods and procedures of operations, and marketing and financial information, and which the Discloser, in the case of tangible disclosures, marks as "Confidential" or with a similar legend, or in the case of non-tangible disclosures, designates as confidential at the time of disclosure; provided, however, that regardless of whether so marked or designated, any information which the receiving party ("Recipient") knows or reasonably should know is confidential or proprietary to the Discloser shall be deemed Confidential Information of the Discloser. Regardless of whether the Confidential Information is received prior to or following the Effective Date, each party shall: (i) maintain the Discloser's Confidential Information in confidence and shall not disclose Confidential Information, or any portion thereof, to any third party, and shall protect the Confidential Information with at least the same degree of care as the Recipient uses in maintaining as secret its own confidential information, but in no case less than reasonable care; (ii) restrict disclosure of Confidential Information solely to employees, contractors, and professional advisors of the Recipient who have a need to know such Confidential Information for purposes of the relationship between the parties; provided such employees, contractors, and professional advisors are bound to confidentiality obligations no less restrictive than the terms of this Agreement before they receive such Confidential Information; and (iii) use Confidential Information received from Discloser only as authorized in this Agreement. These obligations will last for a period of five (5) years from the date of return or destruction of the Confidential Information, regardless of when this Agreement terminates. The obligations in this Section 2.6 do not apply to Confidential Information that: (a) is or becomes publicly available through no fault of Recipient; (b) was known by Recipient without a confidentiality obligation prior to receipt from Discloser; (c) becomes available to Recipient without an obligation of confidentiality from a third party who has no obligation to Discloser; or (d) is lawfully and independently developed by Recipient without use of Discloser's Confidential Information. If Recipient becomes

subject to an order that requires Recipient to disclose Confidential Information, Recipient will, to the extent permitted by law: (a) promptly notify Discloser of the order's terms and the circumstances surrounding its issuance; (b) consult in good faith with Discloser regarding possible responses to the order and, if requested by Discloser, make reasonable efforts to narrow the order's scope, obtain a protective order from the court, or produce documents to the court or government body under seal with appropriate instructions regarding preservation of the information's confidentiality; and (c) if disclosure is required to prevent Recipient from being subjected to contempt sanctions or other penalties, disclose only the Confidential Information that, in the opinion of counsel reasonably satisfactory to Discloser, is legally required to be disclosed, consistent with a reasonable interpretation of the order.

- 2.7. Limitation of Liability. IN NO EVENT SHALL JAMA BE LIABLE TO CUSTOMER, USERS OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF JAMA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF JAMA TO CUSTOMER, USERS OR ANY THIRD PARTY EXCEED THE FEES PAID BY CUSTOMER HEREUNDER. JAMA'S SUPPLIERS MAKE NO WARRANTIES DIRECTLY TO CUSTOMER AND SHALL HAVE NO LIABILITY HEREUNDER.
- 2.8. Miscellaneous. The parties are independent contractors with respect to each other. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay. Neither party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other party's prior written consent, except pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. All modifications to or waivers of any terms of this Agreement must be in a writing that is signed by the parties hereto and expressly references this Agreement. This Agreement shall be governed by the laws of the state of Oregon, excluding its conflicts of law principles. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the courts located in Multnomah County, Oregon. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing. This Agreement, together with the applicable Order, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. The terms on any purchase order or similar document submitted by Customer to Jama will have no effect and are hereby rejected. All notices under this Agreement must be delivered in writing by courier or certified or registered mail, (postage prepaid and return receipt requested) if to Customer, to Customer's invoice address or by email to Customer's invoicing contact or the signer of the applicable Order, and if to Jama the attention Jama's General Counsel at Jama's main corporate headquarters, with a copy by email to legal@jamasoftware.com.

EXHIBIT A
Response Times

Severity Level	Definition	Initial Response
Critical (Severity 1)	A Critical Severity issue has significant to critical business impact on a production system, resulting in Customer's production system being either down, or functioning at a significantly reduced capacity.	Jama will provide a response by a qualified member of its staff to begin to diagnose and to correct a Critical Severity fault within the designated time frames below after notification by Customer. Jama will use commercially reasonable efforts to resolve Critical Severity faults as soon as possible. The resolution will be delivered to Customer as a work-around or as an emergency software fix. If Jama delivers an acceptable work-around instead of a solution, the severity classification will drop to Medium or Low Severity. Severity 1 Response Time Frame: 2 business days
Medium (Severity 2)	A Medium Severity issue has some business impact on a production system, resulting in some functionality loss on Customer's production system. The Software is usable but does not provide a function in the most convenient or expeditious manner.	Jama will provide an initial response by a qualified member of its staff to begin to diagnose a Medium Severity fault within the designated time frames below. Jama will use commercially reasonable efforts to resolve Medium Severity faults within thirty (30) days or in the next Update of the Software. If Jama determines, in its sole discretion, that the requirement is unique to Customer's operations, Jama will notify Customer within two (2) weeks of receiving notification of the fault with an appropriate recommendation and may provide an estimate for resolving the incident. Severity 2 Response Time Frame: 3 business days
Low (Severity 3)	A Low Severity issue is any issue pertaining to a non-production instance and, for production instances, any issue that does not fall into either a Critical or Medium Severity Level above, including general usage questions, issues related to a non-production environment, or feature requests. There is no impact on the quality, performance or functionality of Customer's production system. Any request for a root cause analysis is deemed a Low Severity Level request.	Jama will provide an initial response by a qualified member of its staff to begin to diagnose a Low Severity fault within the designated time frames below. There is no specified resolution time for Low Severity incidents. Severity 3 Response Time Frame: 4 business days