



OSNEXUS Corporation

TERMS OF SUPPORT

Updated Nov 5, 2025

The Terms of Support and Maintenance in this Agreement apply to the sale of support services or license of software from OSNEXUS Corporation (“OSNEXUS”), or one of its resellers, to Customer for OSNEXUS products and services indicated on the applicable purchase order. By using the Services (as defined in Section 1.1 below), you agree to be bound by the terms of this Agreement.

1. Product Support

1.1 Services and Support Package. OSNEXUS will provide to Customer the technical support and maintenance services (“Services”), for Silver, Gold, or Platinum Support as described in Exhibit A, the (“Support Guidelines”).

Customer’s Support Package will be listed on the applicable purchase order (“Customer’s Purchase Order”).

1.2 Covered Products. OSNEXUS will provide the Services for the products as set forth in the applicable Customer Purchase Order that are purchased by or licensed to Customer from OSNEXUS (“Covered Products”).

1.3 Service Modifications. OSNEXUS reserves the right to add, change, or delete available Services or Support Packages for certain hardware or software platforms and configurations in its reasonable discretion upon sixty (60) days’ prior written notice so long as any such change applies to OSNEXUS’s Services customer base generally.

2. Maintenance Releases, Software Updates, and Software Upgrades

2.1 Maintenance Releases

(a) A “Maintenance Release” is a set of related or unrelated bug fixes that OSNEXUS makes generally available to customers who have

purchased a license subscription with an active Support Package. Maintenance Releases are typically labeled with a change in the version number after the second decimal (e.g. 1.0.0 to 1.0.1), although not each change may be deemed a Maintenance Release.

(b) OSNEXUS will make available Maintenance Releases for the version of the OSNEXUS software included in or with Covered Products (“Covered Software”), until the release of the next Software Upgrade. Maintenance Releases will be deemed Covered Software upon release to Customer, and Customer’s access and use of Maintenance Releases will be subject to the same license terms as applicable for the Covered Software.

2.2 Software Updates.

(a) “Software Updates” are improvements, bug fixes, error corrections, and patches that may include minor new features but not architectural changes or major new features, which OSNEXUS makes generally available to customers who have purchased a Support Package. Software Updates are typically labeled with a change in the version number after the first decimal (e.g. 1.0 to 1.1), although not each change may be deemed a Software Update.

(b) OSNEXUS will make available Software Updates for the Covered Software, until the next Software Upgrade. Software Updates will then be deemed Covered Software, and Customer's access and customer's use of the Software Updates will be subject to the same license terms as applicable for the Covered Software.

2.3 Software Upgrades

(a) "Software Upgrades" are new software releases, versions, modules, or feature sets that may include new features, architectural changes, and quality improvements that allow the Customer to upgrade from one version of OSNEXUS's software to the next version (e.g., 3.0 to 4.0).

2.4 Documentation.

OSNEXUS will make available to Customer all published revisions or corrections to the documentation for the Covered Products that OSNEXUS makes generally available to customers who have ordered Services for the Covered Products. This documentation will be made available online via the OSNEXUS Wiki at <http://wiki.osnexus.com>

3. Technical Support and Error Corrections

3.1 Technical Support Center. During the hours stated in Exhibit A for the applicable Support Package, OSNEXUS, or one of its resellers, will use commercially reasonable efforts to provide Customer with assistance to diagnose and resolve technical problems with the Covered Products through the Web Site, by e-mail, by telephone (at the e-mail address and telephone number indicated on the Web Site), or by any other means specified by OSNEXUS.

3.2 OSNEXUS Support Web Site

All software that is available for download on

the Web Site will be licensed to Customer in accordance with any license terms stated on the Web Site for the software, and the terms of the parties' license agreement for the Covered Products. Customer acknowledges that OSNEXUS will be entitled to track usage and other statistics on the Web Site, which information may be used by OSNEXUS to improve its services or otherwise for its internal business without restriction.

3.3 Error Corrections. Customer may report to OSNEXUS any failure of the Covered Products to substantially conform to their published specifications ("Error"). In accordance with this Section 3.3, OSNEXUS will use commercially reasonable efforts to correct or minimize the adverse effect of any reproducible and demonstrable Error reported to OSNEXUS by Customer.

4. Limitations on Services

4.1 Services Not Covered. Notwithstanding anything to the contrary in this Agreement, the Services do not include the correction of, and OSNEXUS will have no obligation, responsibility, or liability with respect to, any errors, defects, or other problems caused by or resulting from:

(a) Customer's failure to implement any Maintenance Release or Software Update made available to Customer by OSNEXUS; (b) changes by Customer or third parties to an operating system, network configuration, or environment that adversely affect the Covered Products; (c) any alterations or modifications of, or additions to, the Covered Products made by parties other than OSNEXUS; (d) use of the Covered Products in a manner for which they were not designed or other than as specified in the applicable documentation or specifications; (e) the combination, use, or interconnection of the Covered Products with other software or

hardware not supplied or not approved by OSNEXUS; (f) use of the Covered Products on or with an unsupported hardware or software platform; (g) abnormal usage or misuse of the Covered Products, including, but not limited to, accident, fire, water damage, earthquake, lightning, other acts of nature, and other causes external to the Covered Products; (h) removal of the Covered Products from the location originally specified by Customer or reinstalled without the prior written approval of OSNEXUS; (i) the Customer's or a third party's negligence; (j) any breach by Customer of this Agreement; (or (k) Customer's refusal or failure to implement any Error correction or replacement part made available to Customer by OSNEXUS.

4.2 Limitations on Support and Error Corrections. The Services to be provided under Sections 3.1, 3.3, and 4 are limited to addressing problems that are demonstrable and reproducible. OSNEXUS makes no commitment, representation, or guaranty regarding the amount of time it will take to diagnose or resolve a problem once it is brought to OSNEXUS's attention. Except as expressly stated in this Agreement, OSNEXUS will have no obligation to correct errors in or failures of any Covered Products.

4.3 Restrictions. Services provided by OSNEXUS under this Agreement are limited to the Covered Product and are contingent upon the Customer's proper use of the Covered Product in the application for which it was designed. OSNEXUS will not be obligated to provide any service or to correct any malfunction, damage or other problem if the Covered Product: (a) has been altered, except by OSNEXUS or an OSNEXUS-designated

representative or in accordance with OSNEXUS instructions, (b) has not been installed, operated, repaired, or maintained in accordance with OSNEXUS instructions, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence or accident, (d) is related to configuration of Customer's network beyond that necessary to the use or installation of Covered Products or (e) experiences any malfunction, damage or other problem arising from the use of third party software.

5. **Customer Responsibilities.**

OSNEXUS's obligation to perform the Services is conditioned on the following:

5.1 Maintenance. Customer will: (a) maintain the installation site in accordance with the applicable specifications for the Covered Products; (b) maintain the Covered Products and the operating environment for the Covered Products in good working order and in accordance with the specifications in the documentation for the Covered Products; (c) use the Covered Products in a proper manner by competent, trained personnel; and (d) implement all Software Updates, Maintenance Releases, and Error corrections and workarounds in a timely manner to be at the most current release of the product (or at most one release back).

5.2 Remote Access. At OSNEXUS's request, Customer will allow OSNEXUS support remote access via screen sharing or other means to the Covered Products to enable OSNEXUS support to perform remote diagnosis and service.

5.3 Notification of Errors. Customer will notify OSNEXUS promptly regarding Errors with reasonable detail so that OSNEXUS can

reproduce the Error. Customer will provide a complete description of the Error, including, if applicable, a description of any physical indicator of injury, such as a LED, alarm, or event on management system on the Covered Products, system log files or any other reasonable information requested by OSNEXUS to diagnose reproducible Errors.

5.4 Cooperation. Customer will provide OSNEXUS with reasonable cooperation and assistance and with information as is reasonably requested by OSNEXUS in connection with OSNEXUS's performance of the Services. Any information provided by Customer to OSNEXUS may be freely used by OSNEXUS for future versions of the Covered Products or otherwise without restriction.

5.5 Designated Contact. Customer will designate a primary contact and an alternate contact in connection with the Services. These contact persons will promptly notify OSNEXUS of Errors, provide the information set forth in Section 6.3, and perform additional duties, including but not limited to system restarts, logging, and running of operational readiness tasks, as may be reasonably requested by OSNEXUS.

5.6 Data. Customer will be responsible for maintaining back-up copies of all data residing in or relying in any way on the Covered Products. OSNEXUS will have no liability or responsibility for the loss of any data during the provision of the Services.

6. Charges/Fees

6.1 Charges/Fees. Customer will pay the maintenance charges/fees as set forth in Customer's Purchase Order.

7. Proprietary Rights

OSNEXUS retains all right, title, and interest in and to the intellectual property in the Covered Products and Covered Software, including any Maintenance Releases, Software Updates, documentation, and all derivative works. Customer does not acquire any rights, express or implied, in or to the intellectual property in the Covered Products, Covered Software, Maintenance Releases, Software Updates, and documentation. Customer will not delete or in any manner alter the copyright, trademark, or other proprietary rights notices of OSNEXUS appearing on the Covered Product, including any Covered Software, Maintenance Releases, Software Updates, and documentation, as delivered to Customer. Customer will reproduce the notices on all permitted copies it makes of the Covered Software, Maintenance Releases, Software Updates, and documentation.

8. Term and Termination

8.1 Term. These Terms of Support and Maintenance shall be in effect for the period reflected on the Customer's Purchase Order.

8.2 Termination. Either party will have the right to terminate this Agreement upon written notice if the other party breaches any material term or condition of this Agreement and fails to cure the breach within 30 days of written notice of their breach (which notice will set forth the breach in reasonable detail and will be a precondition to the right to terminate).

8.3 Effect of Termination. Upon any expiration or termination of this Agreement, the rights and obligations of the parties under this Agreement will terminate, except that all definitions and the rights and obligations of the parties pursuant to Sections 6, 7, 8.3, 8.4, 9, 10,

and 11 will survive the termination or expiration of this Agreement.

8.4 Exclusive Remedy. Termination of this Agreement will be Customer's sole and exclusive remedy for any breach of this Agreement by OSNEXUS. Upon termination by Customer for a breach of this Agreement by OSNEXUS, OSNEXUS may at its discretion refund to Customer any pre-paid, but unused full calendar years of a multi-year license, less any amounts due OSNEXUS for the Services provided before the effective date of the termination.

9. Disclaimer of Warranties

OSNEXUS MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY MAINTENANCE RELEASES, SOFTWARE UPDATES, DOCUMENTATION, and REPLACEMENT PRODUCTS OR PARTS, OR ANY OTHER ASPECT OF THIS AGREEMENT WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT NEITHER OSNEXUS NOR ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS SHALL BE LIABLE FOR ANY LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, COST OF RECOVERY, LOSS ARISING FROM YOUR USE OF THE SOFTWARE OR SUPPORT, OR DAMAGE ARISING FROM YOUR USE OF THIRD PARTY SOFTWARE OR HARDWARE OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; OR THE

USE OF THE SOFTWARE OR SUPPORT, REFERENCE MATERIALS, OR ACCOMPANYING DOCUMENTATION; OR YOUR EXPORTATION, REEXPORTATION, OR IMPORTATION OF THE SOFTWARE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF OSNEXUS, ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LIABILITY OF OSNEXUS, ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS EXCEED THE AMOUNT PAID FOR THE SOFTWARE OR SUPPORT AT ISSUE. YOU ACKNOWLEDGE THAT THE LICENSE OR SUPPORT FEE REFLECTS THIS ALLOCATION OF RISK. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. For purposes of this AGREEMENT, the term 'OSNEXUS AFFILIATE' shall mean any legal entity fifty percent (50%) or more of the voting interests in which are owned directly or indirectly by OSNEXUS, Inc. Affiliates, suppliers, and authorized distributors are intended to be third party beneficiaries of this AGREEMENT.

11. General Provisions

11.1 Assignment. Customer may not transfer or assign this Agreement, in whole or in part, without the written consent of OSNEXUS, which consent will not be unreasonably withheld. Any attempt by Customer to transfer or assign this Agreement without consent will be null and void. OSNEXUS may transfer or assign this Agreement upon notice, but without Customer's consent, to an affiliate or a successor of all or substantially all of its

business pertaining to this Agreement, whether by merger, consolidation, transfer or sale of all or substantially all of its business, assets, or equity. In addition, OSNEXUS may subcontract certain of its support services provided that any such subcontracting arrangement shall not relieve OSNEXUS of any of its obligations hereunder.

11.2 Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the state of Washington without regard or giving effect to its principles of conflicts of laws or to the United Nations Convention on Contracts for the International Sale of Goods. OSNEXUS and Customer submit to and hereby irrevocably waive any objection to the exclusive personal jurisdiction of, and that venue is proper in, any federal or state court in King County, Washington.

11.3 Export Law Compliance. Customer will comply with all applicable United States export laws and regulations.

11.4 Notices. Any notice, request, demand, or other communication required or permitted in this Agreement will be in writing, will reference this Agreement, and will be effective: (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (c) four business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two business days after deposit with an express courier, with written confirmation of receipt. All notices will be sent to the address set forth on the Customer's Purchase Order or other address for a party as specified in writing by that party.

11.5 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

11.6 Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of these rights.

11.7 Relationship between the Parties. OSNEXUS is an independent contractor under this Agreement. Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the parties.

11.8 Force Majeure. OSNEXUS is not responsible for delays or failures to perform its responsibilities under this Agreement due to causes beyond its reasonable control. If the performance of OSNEXUS is interfered with for reasons beyond its reasonable control, OSNEXUS, upon prompt written notice to Customer, will be excused from performance to the extent of the interference. OSNEXUS will take all reasonable steps to remove the causes of non-performance and resume performance as soon as the causes are removed.

11.9 Entire Agreement. This Agreement and Exhibit A are the complete and exclusive agreement between the parties with respect to the subject matter of this Agreement, superseding and replacing any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding this subject matter. This Agreement may only be modified, or any rights under it waived, by a written document

executed by both parties.

11.10 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer, nor will anything contained in this Agreement confer on, any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations or liabilities.