

SOFTWARE MAINTENANCE & SUPPORT AGREEMENT

The following Maintenance and Support Agreement (hereinafter "Agreement") is by and between you (hereinafter "Licensee") and Innovyze, Inc. or Innovyze, Ltd. (as provide in the Innovyze Standard License Agreement and hereinafter collectively "Innovyze") and shall apply to the provision of software maintenance and support services for the Software licensed under the Innovyze Standard License Agreement. If not otherwise defined herein, defined terms shall have the meaning as set forth in the Innovyze Standard License Agreement, which is specifically referenced and incorporated herein. In the event of any conflict in terms, the terms of the Standard License Agreement shall govern.

1. **Definitions.** "Effective Date" shall mean date set forth in the Quotation approved by Licensee.

2. **Term.** This Agreement shall commence on the Effective Date and shall automatically renew on the anniversary date of the Effective Date for a twelve (12) month period or such other period as may be defined in the Quotation ("Term"), unless cancelled as set forth below.

3. **Software Updates and Maintenance.** Innovyze will support, maintain, update, and upgrade ("Maintenance") the Software during the Term. Maintenance will only apply to unmodified Software and the most recently released and updated version of the Software. During the Term, Innovyze will use commercially reasonable efforts to correct any functions in the Software which fail to perform as specified in the supporting documentation. Updates or upgrades issued by Innovyze for the Software also may include enhancements or new features.

4. **Software Support.** Licensee may contact the Innovyze support team. The contact information can be found at <http://www.innovyze.com/contactus/>. Innovyze support staff will be available during normal business hours to assist Licensee regarding the operation of the Software within a reasonable time.

5. **Cancellation.** Either party may elect not to automatically renew this Agreement by providing the other party a written notification of cancellation at least sixty (60) days prior to the end of the then current Term.

6. **Subscription Fees.** On the anniversary of the Effective Date, Licensee agree to pay Innovyze the Annual Maintenance Fees set forth in the Quotation and each year thereafter on the anniversary date of Effective Date. Payment shall be made within 30 days receipt of invoice. Innovyze reserves the right to change the Annual Maintenance Fee.

7. **Late Payment.** If you fail to pay the Annual Maintenance Fee within thirty (30) days of the due date, this Agreement will automatically terminate

without written notice. Failure to make payment will result in Licensee receiving no maintenance and support services as described herein, including but not limited to, the reactivation of the Software in connection with its transfer to another computer or server. If Licensee wishes to renew this Agreement after it has been terminated for non-payment, Licensee shall pay all Annual Maintenance Fees in arrears plus a charge of 25% on the total amount.

8. **Training.** No software training is provided hereunder.

9. **Data.** Any data or information provided by Licensee to assist Innovyze in the provision of maintenance services hereunder shall remain your sole and exclusive property. Innovyze shall have no liability for the accuracy or correctness of such data or information.

10. Limitation of Liability. The parties agree, to the fullest extent permitted by law, to limit the aggregate liability of Innovyze, its parents, subsidiaries and affiliates, and their respective directors, officers, employees and agents, to the Annual Maintenance Fee as set forth in the Quotation. This limitation of liability shall apply to all suits, claims, actions, losses, costs and damages of any nature arising from or related to this agreement and without regard to the legal theory under which such liability is imposed.

Under no circumstances shall Innovyze be liable for any, incidental, special, or consequential damages of any kind (including, but not limited to, damages for loss of revenue or profit, business interruption, or loss of business information) arising out the provision of services under this agreement or the use, or inability to use, the Software, even if Innovyze has been advised of the possibility of such damages.

11. **Controlling Law.** The validity, construction, and performance of this Agreement shall be governed in accordance with the laws of the State of Delaware, USA. The parties agree that any proceeding arising

out this Agreement shall be instituted in the State of Delaware, USA, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction and venue that it may have under any other law.

12. Termination. If Licensee fails to comply with any of the terms and conditions of this Agreement, Innovyze may terminate the license granted hereunder without notice. In the event of termination, you must immediately uninstall the Software and return any accompanying materials and hardware and provide written confirmation that Licensee has complied with the terms of this provision.

13. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning the use of the Software and supersedes all prior or contemporaneous understandings or agreements, whether written or oral. This agreement may not be amended except by a writing signed by an authorized representative of Innovyze.

14. Binding Effect and Assignment. The terms of this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. Innovyze may assign this Agreement, or any right or obligation hereunder, without the prior written consent of Licensee.

15. Parties in Interest. Nothing in this Agreement, express or implied, is intended to confer on any third party or person any right or remedy under or by reason of this Agreement.

16. Severability. The invalidity or unenforceability of any term of this Agreement shall not affect the other terms, and this Agreement shall be construed in all respects as if any invalid or unenforceable term were omitted.

17. Notice. All notices under this Agreement must be delivered in writing by courier, certified or registered mail, to the other party and will be effective upon receipt or three (3) business days after being deposited in the mail, whichever occurs sooner.

18. Waiver. Any waiver, either express or implied, by either party of any term of this Agreement shall not constitute or be construed as a waiver of any subsequent breach or other default.