

SCHEDULE 1

MAINTENANCE AND SUPPORT SERVICES

Description of Maintenance Services

- (a) SpatialNetworkX shall provide maintenance services for the Software as described herein ("Maintenance Services") to Customer during the first year of this Agreement, which shall commence upon the effective date of this Agreement (the "Maintenance Term"), for the maintenance fee as specified on the applicable order ("Maintenance Fee"). The Maintenance Term shall automatically renew for successive periods of one (1) year unless either party advises the other in writing not less than ninety (90) days prior to completion of the then-current term that the Agreement will not automatically continue. In respect of any such automatic period of renewal the Customer shall continue to be obliged to pay the Maintenance Fee at the rate prevailing at the time of renewal. Payment of the Maintenance Fee for each renewal term shall be made in full prior to the commencement of such renewal term.
- (b) During all Maintenance Periods where Customer requests such service and has paid the requisite Maintenance Fees herein, SpatialNetworkX shall provide Maintenance Services, available 9:00 a.m. to 5:00 p.m. MST, Monday through Friday, excluding public and/or company observed holidays ("Maintenance Hours"). As part of these Maintenance Services, SpatialNetworkX shall provide an adequate number of qualified personnel to perform and support the Maintenance Services on SpatialNetworkX' behalf. SpatialNetworkX shall respond to all requests for support in accordance with the response guidelines set forth below in paragraph(f).
- (c) The Maintenance and Support Services shall apply to the current version of the Software and up to two minor versions prior to the most recent release. For the purposes of this Agreement a "Minor Version" shall be a release designated by a change to the first number to the right of a decimal in the release number. Support of any other versions of the Software is not guaranteed and is at SpatialNetworkX' sole discretion. SpatialNetworkX shall use its best efforts to correct any errors in the Software which cause it to deviate from the specifications for the Software contained in the Documentation ("Errors") in accordance with the Response Times set forth below in Section (f). SpatialNetworkX will investigate and correct suspected Errors in the Software at its office to the extent possible. If SpatialNetworkX travels to Customer's place of business at the request of Customer, Customer will pay SpatialNetworkX for the reasonable and direct travel and other out-of-pocket expenses of SpatialNetworkX personnel. If it is determined that a suspected error is attributable to a cause other than an Error in the Software, then Customer shall pay for SpatialNetworkX' work on a time and materials basis at SpatialNetworkX' standard published software services rates.
- (d) During the Initial Maintenance Period and all subsequent Maintenance Periods, SpatialNetworkX at its sole discretion will provide Customer Updates for the Software. SpatialNetworkX shall provide such Updates to Customer upon their general release. Upon completion of installation of any Updates, SpatialNetworkX shall provide Maintenance Services for such Updates under this Agreement.
- (e) Customer will submit support request notifications via SpatialNetworkX' prescribed on-line Support Portal. Customer will provide a description of the Error and the severity of the Error to SpatialNetworkX, stating the circumstances that lead to the severity condition. The actual severity level may be re-determined by the mutual agreement of the parties during the Error resolution process. The incident report shall contain, to the extent known, applicable and/or possible: (i) the name of the Software, the version or release number; (ii) client or server OS and version; (iii) RDBMS type and version; (iv) Customer contact name, email address if available, telephone number and fax number; (v) the nature of the Error and a description of the Error; and (vi) Customer's classification of the severity

of the Error. Customer will provide SpatialNetworkX with as much information and access to systems as possible to enable SpatialNetworkX to investigate and attempt to identify and verify the reported Error issue. Customer will work with SpatialNetworkX support personnel during the Error isolation process, as reasonably needed.

(f) Subject to Schedule 1 (b), SpatialNetworkX shall provide an initial response to Customer regarding Errors with the Software and shall seek a resolution of such Errors based upon the severity of the Error according to the following schedule:

Severity	Definition	Service Level	Response Time ¹	Release Type ²
1	Critical – All production use of the Software Product is stopped for all users or so severely impacted that the Customer cannot reasonably continue in their production environment.	Report status every 4 hours. Work during Maintenance Hours until problem is resolved, or until a workaround is found and the severity reduced.	2 hours from receipt of Customer notification during Maintenance Hours.	New upgrade; Patch release; Python, SQL, Doctor2 or other tools; or Workaround.
2	Major Inconvenience – Serious Loss of Functionality Important functionality is not operating properly causing Customer to spend significant time and resources addressing the issue in their production environment	Report status (progress of rectification of the defect) once daily. Work normal business hours until problem is resolved, or until a workaround is found and the severity reduced.	12 hours from receipt of Customer notification during Maintenance Hours	New upgrade; Patch release; Python, SQL, Doctor2 or other tools; or Workaround
3	Causing Inconvenience Functionality is not operating in accordance with ordinary use and Customer must spend some time and expense dealing with the problem in their production environment	Report status Monthly via standard report. Work normal business hours.	48 hours from receipt of Customer notification during Maintenance Hours	New upgrade; Patch release; Python, SQL, Doctor2 or other tools; or Workaround
4	Request for information or software enhancement	Report status Monthly via standard report. Work normal business hours. Fulfillment of all software enhancement requests is at the sole discretion of SpatialNetworkX.	Up to 60 hours from receipt of customer request phone, fax, or e- mail during Maintenance Hours	Email delivery or Website reference of requested information

Notes

1. “Response” indicates that SpatialNetworkX has acknowledged Customer’s inquiry in the same manner it was received or in another manner reasonably acceptable to Customer.
2. “Release Type” is indicative only and is at SpatialNetworkX reasonable discretion.
3. “Response Time” and “Service Level” are subject to SpatialNetworkX’ direct access to customer production data; or receipt of minimally necessary data, supportive files (e.g. logs) or complete schema copy for analysis.

(g) Maintenance Services described herein specifically do not include “Software Services.” Software Services are defined as repairs made necessary as a result of:

- (i) Customer’s failure to maintain a suitable installation environment if and as specified in the Documentation;
- (ii) use of the Software for purposes other than set forth in the Documentation or this Agreement or the purposes for which they were designed, or neglect or misuse of the Software in violation of the Documentation or this Agreement;
- (iii) repair or alterations of the Software by any person not authorized by SpatialNetworkX in writing, or use of parts or supplies other than ones recommended or approved in writing by SpatialNetworkX;
- (iv) damage resulting from accident, disaster (including but not limited to fire, flood, water, wind and lightning);
- (v) the relocation, reconfiguration or rearrangement of the Software; and
- (vi) the use of the Software on equipment or in conjunction with third party software not meeting the minimum specifications as defined in the Documentation.
- (vii) repair of data base corruption errors
- (viii) software installation or upgrade assistance outside of stated support business hours
- (ix) dedicated installation or upgrade support

(h) Software Services, as well as expanded support or technical assistance, are available when requested by Customer. SpatialNetworkX may provide such services at an additional charge in accordance with SpatialNetworkX’s then-current pricing policy, plus reasonable and direct travel expenses and costs incurred in performing such services

SpatialSUITE LIFECYCLE AND END-OF-LIFE POLICY

SpatialNetworkX provides support and maintenance during the stated time periods for each of the releases of SpatialSUITE - the "Product Lifecycle".

The lifecycle allows customers and partners to plan, deploy, and support SpatialSUITE effectively. The lifecycle period is counted from the initial version release date - referred to as the general availability (GA). It is additionally defined by the number of major or minor release versions after GA. SpatialNetworkX provides this lifecycle schedule for transparency and planning purposes but may make exceptions from this policy if conflicts arise.

DEFINITIONS

- **spatialSUITE** refers to all separately licensed applications: spatialNET, spatialNET² (BricsCAD version), spatialSTORM, spatialHINDSIGHT, spatialOFFLINE, spatialWEB, spatialINSIGHT - Enterprise (all modules), spatialINSIGHT – Foundation, spatialINSIGHT -Planning, spatialINSIGHT – Migration and Loaders, spatialINSIGHT-Metrics, spatialSDK, spatialOFFICE, spatialMOBILE, spatialCAD, spatialOFFICE – Cyclomedia Plugin.
- The **Major** version release is identified by the first digit of the version. E.g. 7.0, 8.0, 9.0.
- A **Minor** version shall be a release designated by change to the first number to the right of a decimal in the release number. For instance, releases 8.5.1 and 8.5.2 are minor version release of 8.5.0.
- A **product update** means patches, additions, modifications, and new versions of the Software incorporating such patches, additions, and modifications that are provided to Customers by SpatialNetworkX and that are not included in the initial delivery of the Software. Updates do not include additions or modifications that SpatialNetworkX considers to be a separate product or for which SpatialNetworkX charges its customers extra or separately. Any update may be released independent of customer reported issues.
- A **critical issue** is a bug present in the latest GA version of a product for which there is no suitable work-around and which materially prevents use of that product.

LIFECYCLE STAGES

SpatialNetworkX recognizes 3 lifecycle stages for all SpatialSUITE:

Standard – Two minor versions prior to the most recent release.

Extended – Three or more minor versions prior to the most recent release. Versions in extended lifecycle are only *updated* at SpatialNetworkX' discretion via a commercial agreement.

End of Life - Products in End-of-Life status are no longer supported.

SOFTWARE UPDATE POLICY

UPDATE AVAILABILITY

- **Product updates**, regardless of lifecycle state (**Standard** or **Extended**), shall only be available to customers current on annual Maintenance and Support fee obligations.

DURING STANDARD STAGE

- **Enhancement requests.** Provided at SpatialNetworkX' discretion and delivered in a future planned release according to their priority relative to other enhancements, issues, security updates, and features. *Enhancements are not back-patched to old releases.*
- **Critical Issues Resolution.** SpatialNetworkX aims to prioritize updates for critical issues in the next release. If explicitly requested, and at SpatialNetworkX' discretion, a product update for a critical issue may additionally be delivered as part of a *patch* on the customers current release or most recent GA release. If SpatialNetworkX determines a product update is required for a non-critical issue, the update will be prioritized relative to other issues, security updates, enhancements, and features.

DURING EXTENDED STAGE

- **Enhancement requests.** Provided at SpatialNetworkX' discretion and only delivered pursuant to a commercial agreement.
- **Critical Issues Resolution.** Most bugs present in an old release will be resolved either via workaround or by upgrading to the latest GA release. However, if explicitly requested, and at SpatialNetworkX' discretion, a product update for a critical issue may be delivered, provided every possible avenue for upgrading to an updated Standard Support release has been exhausted by the customer. Hotfix/patches will only be delivered pursuant to a commercial agreement.

AT END-OF-LIFE (AFTER ENHANCED STAGE)

- Only available via upgraded to current GA product.

TIMING OF FIXES FOR ISSUES AND VULNERABILITIES

DURING STANDARD STAGE

- Customers can request problem investigation for any issue or security vulnerability.
- SpatialNetworkX will target the fixing of critical bugs or critical security vulnerabilities in the next planned release. Most SpatialNetworkX products release at least once per year.
- If explicitly requested, and at SpatialNetworkX' discretion, a critical issue resolution or critical security update may be delivered as part of a hotfix/patch on the most recent GA release.

DURING EXTENDED STAGE

- Customers can request problem investigation for any critical issue or critical security vulnerability.
- SpatialNetworkX may provide hotfixes for critical issues or critical security vulnerabilities at its discretion, provided that every possible avenue for upgrading to an updated most recent GA release has been exhausted by the customer.

AT END-OF-LIFE (AFTER ENHANCED STAGE)

- Updates are not available.

SPATIALSUITE LIFECYCLE STATUS

Application	Version	General Availability	Lifecycle Status
spatialSUITE	9.0.0	08/22/2023	Standard
spatialSUITE	8.6.2	06/03/2022	Standard
spatialSUITE	8.6.1	11/05/21	Standard
spatialSUITE	8.6.0	7/20/2021	End of life
SpatialSUITE	8.5.3	09/30/2000	End of life
spatialSUITE	8.5.2	12/17/2019	End of life
spatialSUITE	8.5.1	8/14/2019	End of Life
spatialSUITE	8.4.1	12/20/2018	End of Life
spatialSUITE	8.3.0	6/29/2017	End of Life
SpatialSUITE	8.2.2	1/15/2017	End of Life
spatialSUITE	8.2.1	1/15/2017	End of Life
spatialSUITE	8.2.0	12/1/2016	End of Life
spatialSUITE	8.1.0 & prior	07/8/2016	End of Life

Note: spatialSUITE and refers to any of these separately licensed applications:

- spatialNET
- spatialNET2 (BricsCAD version)
- spatialSTORM
- spatialHINDSIGHT
- spatialOFFLINE
- spatialWEB
- spatial INSIGHT-Foundation
- spatialINSIGHT-Design
- spatial INSIGHT-Migration and Loaders
- spatialINSIGHT-Metrics
- spatialSDK
- spatialOFFICE (including additionally licensed plugins)
- spatialCAD