

SOFTWARE ASSURANCE TERMS

Software Assurance provides for ongoing software releases, including updates and upgrades, as well as access to Viewpoint's customer support teams located in the United States, the United Kingdom, and Australia. Viewpoint may from time to time modify these Software Assurance Terms.

1. DEFINITIONS

"Case" means Customer's online submission, telephone call, or chat requesting support.

"Clearview" means Viewpoint's online portal available at <http://clearview.viewpoint.com> where Customer has the ability to create, update, and manage Cases and has access to the Viewpoint Knowledge Base, technical documentation, product downloads, enhancement submissions, and the Viewpoint Learning Center.

"Critical Issue" means that core functionality of the Software is not operational and, for Software deployed as Software-as-a-Service or through Hosting Services, that the system is down or inaccessible by a majority of Customer's users.

"Customer" means the entity identified on an order form executed by that entity to purchase one or more licenses or subscriptions to the Software and related services.

"Hosting Services" means hosting services provided by Viewpoint to Customer as part of *Viewpoint Enterprise Cloud*, *Viewpoint for Cloud*, or other hosting services.

"Release" means an update or upgrade to the Software made available to all customers using that Software that improves usability or adds functionality, cosmetic changes, or bug fixes.

"Software" means the software or Software-as-a-Service provided by Viewpoint, including all updates and upgrades provided under Software Assurance and any customizations or modifications developed during the course of Viewpoint's provision of Professional Services.

"Software-as-a-Service" means a software subscription purchased by Customer from Viewpoint and hosted by Viewpoint or Viewpoint's third party service providers.

2. RELEASES

Viewpoint will use commercially reasonable efforts to provide prior notice to Customer through Clearview or other communication channels when Releases are made generally available to all customers, excluding any unplanned Releases.

2.1 On Premises Deployments. Viewpoint will make Releases available to Customer if and when Releases are generally available to all customers. Unless otherwise set forth in Section 7, Releases are offered for the current and immediate preceding Release of the Software and Customer is responsible for installing all Releases. Upon Customer's election to install a Release, Customer agrees to cease all use of the prior version of the Software and destroy all copies. Releases may require Customer to update third party software, hardware, or operating systems at Customer's expense.

2.2 Software-as-a-Service and Hosting Services. Software delivered as Software-as-a-Service or through Hosting Services is automatically updated by Viewpoint as new Releases become generally available to all customers.

3. SUPPORT

Customer may submit a Case to request support related to the Software. Customers may submit, manage, and track Cases through Clearview or, for Spectrum and Spectrum-related products only, through the separate online support portal listed in the table at Section 3.2.

3.1 Support Levels

Viewpoint will use commercially reasonable efforts to meet the response goals outlined below. Actual response times may vary depending on a number of factors, including but not limited to geography, product, and lifecycle phase of a product.

Priority Level	Priority Definition	Response Goal
Critical	System down or core functionality is not operational	< 2 hours
High	Problem with Software (e.g., major business impact; product is crippled but somewhat usable; very difficult to work around)	< 4 hours
Average	General operational question with no urgency (e.g., minimal business impact; cosmetic problems; usage question; feature Q&A; issue does not require resolution)	1 business day

3.2 Hours of Operation and Contact Methods

Viewpoint's standard hours of operation and contact methods are described below.

North America	
<i>Standard Business Hours</i>	Monday-Friday, 5:00 am to 5:00 pm PST
<i>Holidays</i>	Standard U.S. Federal holidays
<i>Online Support (including chat)</i>	http://clearview.viewpoint.com
<i>Online Support for Spectrum Only</i>	http://online.dexterchaney.com
<i>Phone Support</i>	U.S.: 971.255.4801 Canada: 855.808.2884
<i>Phone Support for Spectrum Only</i>	U.S. and Canada: 800.352.8939

Europe, Middle East, and Africa	
<i>Standard Business Hours</i>	Monday-Friday, 7:30 am to 18:00 pm BDT/BST
<i>Holidays</i>	Standard U.K. holidays
<i>Online Support (including chat)</i>	http://clearview.viewpoint.com
<i>Phone Support</i>	U.K.: 0844 880 2691 Europe: +44 191 525 2494 Middle East and Africa: +44 0191 525 2494

Australia, New Zealand, and Asia-Pacific	
<i>Standard Business Hours</i>	Monday-Friday, 9:00 am to 6:00 pm Sydney Time
<i>Holidays</i>	Standard Australian and New South Wales holidays
<i>Online Support</i>	http://clearview.viewpoint.com
<i>Phone Support</i>	+61 (0)2 9492 4100

Customer must be registered in the Clearview Customer Center to be able to send and receive emails from Viewpoint Support or, for Spectrum only, through the separate online support portal listed above.

3.3 Escalation

If Customer is not satisfied with the level of support provided by the Viewpoint Support team, Customer may request that its Case be evaluated by a Support Supervisor or Manager by submitting a request through the assigned Viewpoint Support representative.

Viewpoint Support may escalate Cases to the Viewpoint Product Management or Viewpoint Product Engineering teams in order to facilitate a fix or workaround, enhancement, or bug fix determination.

4. EXCLUSIONS

Unless otherwise set forth in Section 7, Viewpoint does not support or provide technical assistance for (a) any Release of the Software other than the current and immediate preceding Release; (b) third party databases, third party software or add on products (excluding certain third party interfaces identified and approved by Viewpoint), or more than one production database per server; (c) use of the Software in a manner other than as authorized in the applicable license agreement with Customer; (d) custom services or alterations of the Software; (e) conversions of Customer's databases to accommodate new hardware or software; (f) test systems for new releases, upgrades, and accounting system migrations, unless licenses and Software Assurance has been purchased for test systems; or (g) the repair of lost or damaged data, regardless of cause of the loss or damage. Viewpoint will not provide support for an issue if Viewpoint provided corrections for that issue that were not implemented by Customer or if Customer failed to provide data requested from Customer.

Viewpoint does not provide training, implementation, report creation, onsite support, customizations (e.g., scripting or integration), or assistance with server migrations as part of Software Assurance, but such services may be purchased separately through Viewpoint Professional Services.

5. CUSTOMER OBLIGATIONS

Customer must (a) require its personnel to obtain adequate training to operate the Software; (b) designate employees and/or third party vendors who are authorized to request support from Viewpoint on Customer's behalf; (c) provide internet access for Viewpoint Support team when requesting support; and (d) provide adequate resources to gather any data requested by the Viewpoint Support team and provide reasonable assistance in troubleshooting Cases.

For on premises deployments, Customer is responsible for (a) Customer's server environment, local network, and system security and protocols, which includes providing staff qualified to assume responsibility for management administration and support for Customer's hardware, database, and any third party software; (b) maintaining regular and frequent data backups, and recovering such data if necessary from backups maintained by Customer; and (c) establishing a method of access to Customer's network as well as maintaining security protocols for Customer's network. If remote access is not granted or available, Viewpoint's ability to provide support will be limited.

6. DISCONTINUED PRODUCTS

Viewpoint may announce that it no longer sells certain products and will discontinue Software Assurance on those products. A list of discontinued products is available on Clearview.

Viewpoint will continue to offer Software Assurance for such discontinued products on an extended basis until the earlier of (a) the expiration of Customer's then-current term for Software Assurance or (b) the date selected as the discontinuation date for the product, as illustrated below.

	Active	Extended
- New Development	✓	
- Critical Issue Fixes	✓	✓
- Non-Critical Issue Fixes	✓	
- Government Regulatory Compliance	✓	✓
- New Environment Support (Hardware and Software)	✓	
- Third Party Interfaces Identified and Approved by Viewpoint	✓	✓
- Software Support Cases	✓	✓

For Software under extended Software Assurance, Viewpoint will continue to accept Cases identified as a Critical Issue, but will only be obligated to provide workarounds and such workarounds may cause performance issues, scalability issues, and may be labor intensive for Customer. Viewpoint will not develop additional features or functionality for discontinued products or provide fixes for non-critical issues.

7. PRODUCT-SPECIFIC SOFTWARE ASSURANCE

7.1 Spectrum and Viewpoint Field Time Release Installation

All Software Releases for Spectrum and the Viewpoint Field Time (formerly known as Mobile Field Manager) applications will be installed by Viewpoint or Dexter & Chaney, LLC, a wholly owned subsidiary of Viewpoint, Inc. ("Dexter & Chaney"). Viewpoint or Dexter & Chaney may change this installation process at any time by providing written notice to customers.

7.2 Viewpoint Estimating and Estimation Hardware

For all Estimating and Estimation software products, Viewpoint provides Software Assurance for the integration with the Estimating and Estimation software with certain peripheral hardware provided by or as approved by Viewpoint.

7.3 ProContractor Support and Releases

For the ProContractor software application, Viewpoint will offer support and Releases only for the current version of the application.

7.4 Keystyle Support and Releases

For all Keystyle software applications, including Keystyle HR Management, Keystyle Financial Controls, and Keystyle Field Management, Viewpoint will offer support and Releases only for the current version of the applications.

7.5 Management Suite and Colonial Customizations

For Management Suite and Colonial software applications, Viewpoint provides Software Assurance in connection with Software Releases for custom modifications provided to Customer by Viewpoint.

7.6 Premium Maintenance and Support

If Customer has purchased premium maintenance services from Viewpoint or Dexter & Chaney, Viewpoint will provide Software Assurance to Customer in accordance with the terms and conditions applicable to the premium maintenance program at the time Customer purchased Software Assurance.

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