MAINTENANCE SUPPORT SERVICES

To maximize success in using SIG Software, BAE Systems offers the following maintenance. For additional details, contact the SIG sales administrator or distributor in your region. If Maintenance is already in place, you should renew before the existing maintenance expires to ensure continuity of support services.

Helpdesk Support Services.

Helpdesk support will be provided on weekdays from 8AM EST to 5PM EST, with BAE Systems recognized holidays excluded. “Helpdesk support” means reasonable telephone support, which ranges from addressing simple application questions to providing in-depth technical assistance.

Maintenance Releases

BAE Systems shall provide you with all Maintenance Releases, (including updated Documentation) that BAE Systems may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, upon being provided by BAE Systems to you, shall be subject to all applicable terms and conditions. You shall install all Maintenance Releases as soon as practicable after receipt.

“Documentation” shall mean the user manuals, technical manuals and any other materials provided by BAE Systems, in printed and electronic form, that describe the installation, operation, use and technical specifications of the Software.

“Maintenance Release” means any update or release of the Software that BAE Systems may provide to you during the term of your maintenance, that may contain, among other things, error corrections, enhancements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not constitute a New Version of the Software.

“New Version” means any new version of the licensed Software that BAE Systems may from time to time introduce and market generally as a distinct licensed product, and which BAE Systems may make available to you at an additional cost under a separate written agreement.

Licensee Obligations.

Environment. Licensee shall ensure that the environmental conditions for all networks, systems and hardware that the Software operates on are maintained within the limits set forth in the Documentation.

Access. In connection with the performance of the support services, you shall provide BAE Systems with:

(a) reasonable, uninterrupted access, both physical and virtual, to your premises, systems, facilities and Software as may be required for BAE Systems to perform such services. You shall provide a safe working environment to allow BAE Systems to perform the services;

(b) reasonable access to your appropriate personnel, including, without limitation, network, systems, operations and applications personnel; and

(c) all necessary authorizations and consents (including DD254 security clearances), whether from third parties or otherwise, in connection with any of the foregoing.

Technical Contact. You shall designate the person(s) who will act as a direct liaison with BAE Systems and be responsible for communicating with, and providing accurate information and feedback to, BAE Systems in a timely manner in connection with the services to be provided hereunder (“Technical Contact(s)”). The Technical Contact(s) shall be the sole liaison(s) between BAE Systems and You in communicating any matters relating to the provision of services. You shall provide at least ten (10) days’ prior written notice to BAE Systems of any change in the names of the Technical Contact(s) or their contact information.

Information. You shall provide BAE Systems with all information reasonably requested by BAE Systems from time to time relating to Your use of the Software, including, without limitation, information on Your network, systems and any third party products or services.

Current Release. You must be running the current release level of the Software that BAE Systems has made available to its licensees.