



REAL-TIME INNOVATIONS, INC. ENHANCED SUPPORT POLICY

Enhanced Support refers to RTI's services for developing and supporting new features or components to RTI's software ("RTI Software Enhancements" or "Enhancements"). This Enhanced Support Policy ("Policy") does not apply to RTI software that is generally available to RTI's customers ("GA"). For RTI's policies for furnishing updates to RTI software that is GA, please refer to RTI's [Maintenance Policy](#). For RTI's policies for furnishing assistance in using RTI software that is GA, or for reporting and fixing bugs or other problems in such software, please refer to RTI's [Support Policy](#).

Capitalized terms in this Policy are as defined in the RTI Software License Agreement or Your specific signed Software License Agreement with RTI ("SLA") and/or Your License Acknowledgement Certificate ("LAC"), Maintenance and Support Certificate ("MSC"), or Infrastructure Community License Certificate ("ICLC").

1. You must have a current SLA, LAC, and MSC for RTI software to be eligible for purchasing and receiving Enhanced Support. Enhanced Support is provided only on a time and materials ("T&M") basis and must be purchased in blocks as specified in RTI's then-current price list. Blocks of hours expire one (1) year after purchase. You are under no obligation to purchase additional hours. Enhanced Support is restricted to an identified set of Developers for whom You have paid the appropriate fees, who may submit requests for Enhanced Support. Fees for Enhanced Support is exclusive of all federal, state, and local sales, use, license, and similar taxes or assessments, which are Your responsibility.
2. Enhanced Support is available only for Enhancements described in a written Statement of Work executed by you and RTI ("SOW"). Enhanced Support is not available for correcting any errors attributed to Your code or hardware, errors in the host or target operating system or other third-party software or hardware, or errors arising from modifications made by anyone but RTI to the Supported Software, including recompiled binaries from RTI source. RTI is not responsible for supporting binaries executing on other than the intended platforms specified in the Scope of Work.
3. RTI owns the Enhancements and all related intellectual property rights thereto. Nothing in this Policy is intended to transfer ownership of any intellectual property rights owned or licensed either by You or RTI.
4. Except as otherwise specified in this Policy, the Enhancements are licensed to You subject to, and under, the same terms and conditions as related RTI software under the SLA and the applicable LAC and subject to Your payment of the applicable license fees. If any Enhancement is specifically identified in the applicable SOW as a "Perpetually Licensed RTI Item", RTI hereby grants you a nonexclusive, irrevocable, and worldwide license to use, modify, sublicense, and otherwise fully utilize such Enhancement only in connection with Your use of other RTI software licensed pursuant to the SLA and applicable LAC.
5. Maintenance and support is not available for any Enhancement, unless you have purchased: (a) support for such Enhancement under this Policy and a then-current MSC, or (b) RTI designates such Enhancement as GA in which case you may purchase maintenance and support for such Enhancement subject to the terms of RTI's [Maintenance Policy](#) and RTI's [Support Policy](#) and a then-current MSC.
6. RTI and You may enter into new SOWs while You have outstanding T&M hours for Enhanced Support. If Your T&M hours expire or are exhausted, then RTI may discontinue efforts to complete performance under any then-current SOW. Any estimates that RTI may provide as to the required effort to complete any SOW shall not be binding. There will be no refund of fees if You terminate any SOW for any reason.
7. RTI warrants that Enhanced Support will comply in material respects with this Policy and be of professional quality by qualified personnel. RTI will re-perform any services that do not conform to the foregoing warranty that You report to RTI within 30 days of the performance of such service. The foregoing states your sole remedy and RTI's entire liability with respect to a breach of the foregoing warranty.

RTI EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING ENHANCED SUPPORT AND ENHANCEMENTS, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT. RTI



ASSUMES NO RESPONSIBILITY FOR THE OPERATION OR PERFORMANCE OF ANY CUSTOMER-WRITTEN OR THIRD-PARTY SOFTWARE.

The Enhancements are provided “as is”. This warranty limitation supersedes any warranty usually provided with RTI Software that is GA.

8. RTI will make reasonable efforts to ensure that Enhanced Support is delivered free from infringement of third-party rights, although indemnification for infringement shall be only as specified in the SLA.
9. IN NO EVENT SHALL RTI BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND, OR LOST DATA OR LOST PROFITS, IN CONNECTION WITH OR ARISING OUT OF ANY ENHANCED SUPPORT OR ENHANCEMENT, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, EVEN IN THE EVENT THAT IT IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE, OCCUR, OR RESULT. THE PARTIES HEREBY EXPRESSLY AGREE THAT RTI’S TOTAL CUMULATIVE LIABILITY FOR DAMAGES ARISING FROM OR RELATED TO ANY SOW UNDER THIS POLICY SHALL NOT EXCEED THE GREATER OF \$10,000 OR THE PROPORTIONATE AMOUNT OF FEES PAID FOR ENHANCED SUPPORT ATTRIBUTABLE TO THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

RTI reserves the right to change the terms and conditions of this Policy at any time by posting an updated Policy to RTI’s website or by written notice to You, whichever is earlier, provided that the updated Policy will become effective for Your SOW when you purchase the next block of T&M hours for Enhanced Support. RTI shall not be liable for events beyond its reasonable control. This Policy is governed by the laws of the State of California, without regard to conflict of law provisions. Any additional or different terms proposed by You in any purchase order or other communication shall be deemed material, are objected to, and are hereby rejected except to extent accepted in writing by a corporate officer of RTI.

If You have any questions concerning this Policy, or if You want to contact RTI for any reason, please write or call: Real-Time Innovations, Customer Service, 232 East Java Drive, Sunnyvale, CA 94089; license@rti.com; (408) 990-7400