



## **COSTX MAINTENANCE SERVICE POLICY**

At any given time, provided that the Customer has paid the applicable Maintenance Services fees, **RIB AUSTRALIA PTY LTD** (hereafter “RIB”) shall provide maintenance and support to Customer for Supported Programs in accordance with this Maintenance Services Policy.

### **DEFINITIONS**

A.1 “Ancillary Programs” shall mean any third party software.

A.2 “Assigned RIB Support Centre” shall mean the RIB Support Centre located in the Region where the licence to use the Programs was acquired.

A.3 “Confidential Information” shall mean all electronic data files which are disclosed by way of backup copy by the Customer to RIB.

A.4 “Maintenance Services” shall mean services and Updates provided in accordance with this Maintenance Services Policy.

A.5 “Programs” shall mean the RIB software suite consisting of (i) the User Programs and System Programs, and (ii) Updates. Programs shall not include Ancillary Programs.

A.6 “Supported Platform” shall mean the software platforms (e.g. Web server systems, operating systems) that are supported by RIB as expressly set forth in the RIB published Systems Requirements document. Other Supported Platforms will be announced as part of Update program.

A.7 “Supported Programs” shall mean (a) the then current version of the Programs pursuant to an applicable Software License Agreement, and (b) the immediately preceding version of such Programs, but only for a period of six (6) months following the release of the then current version that is made generally available, provided that all such Programs are operated on a Supported Platform.

A.8 “Update” shall mean a subsequent release of a Program that RIB makes generally available at no additional charge for Programs receiving Maintenance Services. Updates shall include all (i) bug fixes, patches, and maintenance releases, (ii) new point releases denoted by a change to the right of the decimal point (e.g., v3.0 to 3.1), and (iii) new major version releases denoted by a change to the left of the decimal point (e.g., v3.0 to 4.0) so long as Customer licensed for the Programs and is current on maintenance fee obligations. Updates shall not include any release, option, future product, or any upgrade in features, functionality or performance of the Programs which RIB licenses separately.

### **1. Maintenance**

Maintenance covers Supported Programs during both implementation and production use of such Programs. RIB will use reasonable commercial efforts to cure, as described below, reported and verifiable errors in Supported Programs so that such Programs operate as specified in the associated Documentation. To be “reported”, Customer will provide RIB a written notice or email explaining full details of the problem, together with examples of input and output and an explanation of where they believe the problem lies.

RIB recognizes four severity levels of Supported Programs errors or issues:

**Severity 1 – Critical Business Impact:** Customer’s production use of the Programs is stopped or so severely impacted so that the customer cannot reasonably continue work. Work will begin on the Program error within one hour of notification during the Assigned RIB Support Centre’s normal business hours and RIB will engage development staff until an acceptable workaround is achieved.

**Severity 2 – Significant Business Impact:** Important Program features are unavailable with no acceptable workaround. Customer’s implementation or production use of the Programs is continuing but not stopped: However, there is a serious



impact on the Customer's productivity and/or service levels. Work will begin on the Program error within four hours of notification during the Assigned RIB Support Centre's normal business hours and RIB will engage development staff until an acceptable workaround is achieved.

**Severity 3 – Some Business Impact:** Program features are unavailable but a workaround is available, or less significant Program features are unavailable with no reasonable workaround. Customer's work, regardless of the environment or product usage, has minor loss of operational functionality or implementation resources. Work will begin on the Program issue within a Business day of notification to the Assigned RIB Support Centre.

**Severity 4 – Minimal Business Impact:** Customer requests information, an enhancement or documentation clarification regarding the Programs but there is no impact on the operation of the Program. Customer's implementation or production use of the Programs is continuing and there is no work being impeded at the time. The Assigned RIB Support Centre will provide initial response regarding the requested information or documentation clarification within one week and RIB will consider Program enhancements for inclusion in a subsequent Program Update.

RIB will provide Customer with a single copy of the fix or workaround. Customer will distribute the fix or workaround to User Programs or System Programs as necessary.

## **2. Updates**

RIB shall from time to time, in its sole discretion, make Updates to Supported Programs available to Customer at no additional charge, by making available to Customer a download link from which Customer can download the Updates. If Customer transfers the Program to hardware and/or software platform which is not a Supported Platform at the time of such transfer, RIB shall continue to provide to Customer Updates which operate on a Supported Platform and RIB shall have no further obligation to fix errors which occur when the program is run on any platform other than the Supported Platform. Notwithstanding the foregoing, Customer shall remain obligated to pay for Maintenance Services ordered by Customer prior to such transfer.

RIB grants the Customer a non-exclusive, non-transferable licence to use Update, subject to the same conditions set forth in the existing licence granted to Customer for the Programs.

## **3. Support**

**3.1** Customer shall establish and maintain the organisation and processes to provide "First Line Support" for the Supported Programs directly to Users. First Line Support shall include but not be limited to (a) a direct response to Users with respect to inquiries concerning the performance, functionality or operation of the Supported Programs, (b) a direct response to Users with respect to problems or performance deficiencies with the Supported Programs, (c) a diagnosis of problems or performance deficiencies of the Supported Programs, and (d) a resolution of problems or performance deficiencies of the Supported Programs.

**3.2** If after reasonable commercial efforts the Customer is unable to diagnose or resolve problems or performance deficiencies of the Supported Programs, Customer shall contact their Assigned RIB Support Centre for "Second Line Support" and RIB, via the Assigned RIB Support Centre, shall provide support for the Supported Programs in accordance with RIB's then current policies and procedures for Second Line Support.

**3.3** Second Line Support shall include but not be limited to (i) a diagnosis of problems or performance deficiencies of the Supported Programs; and (ii) a resolution of problems or performance deficiencies of the Supported Programs; and (iii) advice on functionality use of the Supported Programs.

**3.4** Second Line Support shall be provided primarily through email, internet or telephone support during the normal business hours from 8.30am to 5.00pm on business days, holidays excepted, at the location of the Assigned RIB Support Centre.

#### **4. Maintenance and Support Fees**

4.1 In the event Customer acquires additional Program Licenses, maintenance fees may be pro-rated for the balance of the annual period of the existing licenses such that all subsequent fees for Maintenance Services shall be payable on the same anniversary date for all Program Licenses granted pursuant to this Policy.

4.2 The Annual Maintenance fee for the Maintenance Services will be at a percentage rate for the chosen service level, at the list price, for the licences under maintenance, effective at the maintenance renewal date. The percentage rate for the chosen service level and the list price may change from time to time at RIB's sole option.

4.3 RIB may, at its sole option, reinstate lapsed Maintenance Services in accordance with its then current policies upon payment by Customer of the applicable reinstatement fee.

4.4 If Annual Maintenance renewal is not paid by the due date, RIB will, at its option, at the expiry of the maintenance period consider the Maintenance Services as lapsed and Maintenance Services will be discontinued. RIB will endeavour to invoice the Customer not earlier than sixty (60) days prior to the maintenance expiry date, but the onus of maintenance renewal rests with the Customer, and just because a maintenance renewal notice or invoice has not been sent to the customer by RIB this onus is not removed.

4.5 Where Customer does not have a current subscription for Maintenance Services:

4.5.1 The off-site support services will only be provided if the maintenance subscription fee (which may include a reinstatement fee) or a per event or a time and materials fee is paid;

4.5.2 A software Update will only be provided if the maintenance subscription fee (which may include a reinstatement fee) or a per release fee is paid.

4.6 Both Customer and RIB agree that a maximum of four (4) licence transfers could be provided free of charge to Customer where it is on active perpetual licence annual maintenance or annual licence subscription, and a maximum of one (1) licence transfer could be provided free of charge where it is on active monthly rental licence subscription. Licence transfers beyond the aforesaid maximum number shall be charged by then-current one-off licence transfer fee.

#### **5. Excluded Services**

The following are outside the scope of RIB's Maintenance Services:

5.1 Installation or configuration of the Programs.

5.2 Detailed Training relating to the use of the Programs.

5.3 Services if, in our reasonable opinion, are needed because Customer has not undertaken adequate training on the features and functionality of the Programs.

5.4 Service for Programs which have been subject to unauthorized modification by Customer.

5.5 Services which become necessary due to: (i) failure of computer hardware or equipment; or (ii) any cause or causes beyond the reasonable control of RIB (e.g., floods, fires, loss of electricity or other utilities), negligence of Customer or any third party, operator error, improper use of hardware or software or attempted maintenance by unauthorized persons.

5.6 Services performed at the Customer's site unless the parties mutually agree otherwise.

5.7 Services if, in our reasonable opinion, are needed because (i) of improper or inadequate installation or configuration of the Programs; or (ii) there have been modifications to the Programs data tables or database schema which have not been performed by the Programs.



## **6. Access to Customer Installation**

RIB may from time to time in providing Maintenance Services request all reasonable information about and/or access to the computing equipment of the Customer where Supported Programs are installed. Whilst access to the Customer computing equipment is at Customer's discretion, RIB's ability to provide Maintenance Services may be impeded or otherwise restricted and limited and the Customer acknowledges there is no fault of RIB in this case.

## **7. Confidential Information Handling**

As part of RIB's Maintenance Services we may require examination of Customer's Confidential Information to help locate the exact nature or cause of a problem. In this case we will request that Customer send a backup copy of electronic data files to us. Not providing a backup copy of an example electronic data file may restrict and/or delay our ability to provide Maintenance Services.

RIB is committed to safeguarding the Confidential Information we received. Each employee of RIB is required to sign a confidentiality statement as part of their employment. If Confidential Information is provided it will be stored on our computer systems solely for the purpose of providing the Maintenance Services to the Customer and only by RIB employees who are providing that service.

Confidential Information will not be disclosed to any third party individual, corporation, or other entity without prior written consent of the Customer. RIB shall protect Confidential Information disclosed by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized dissemination or publication of the Confidential Information as RIB uses to protect its own confidential information of a like nature.

## **8. USB Token Replacement Policy**

Portable licences require the use of a USB Token. These USB Tokens have a limited life which means that after approximately five years of normal use they become worn out and will stop working. If they are used normally and Maintenance Services are maintained on the portable license, RIB will replace worn out USB Tokens for no extra charge. Damage due to misuse, abuse, or losing the USB Token is not considered normal use and will incur an additional charge.

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