Service Terms – Software Product Support & Maintenance

The following general terms and conditions of service (the "Service Terms") are applicable to all support and maintenance services provided by Microvellum pursuant to a proper proposal entered into between the entity identified in the proposal ("Customer") and Microvellum (each a "Proposal").

Microvellum's Support & Maintenance Subscription ("SMS") is intended to assist Customer in the support and maintenance of Microvellum's Software Products (as defined in Microvellum's EULA) . All provisions and conditions of Microvellum General Terms and Conditions and the Microvellum End User License Agreement ("EULA") (available at http://www.microvellum.com/eula/) shall supplement these Service Terms, and the terms and conditions of the EULA are hereby incorporated by reference in these Service Terms. These Service Terms are in addition to Microvellum's Terms of Use available at https://www.microvellum.com/terms-conditions#general-terms. Capitalized terms not otherwise defined in these Terms shall have the meanings set forth in the Terms of Use or the EULA.

SUBSCRIPTION BENEFITS

1. The SMS entitles Customer to all Software Product updates, both major and minor, occurring within the applicable annual subscription period. Support will be provided by Microvellum for the current version and the immediately proceeding version of the Software Product, and any prior versions subject to additional service fees at Microvellum's discretion, unless otherwise set forth in the Proposal.

2. For the duration of the applicable annual subscription period, Customer will have access to unlimited phone, email and web-based support for the Software Product licensed under the Proposal. While phone support is available, Microvellum's Help Center website (currently www.support.microvellum.com) is the primary tool for submitting support requests, monitoring all open support

tickets, and communication. Access to Microvellum's Help Center is granted to an unlimited number of users within the licensee's organization.

3. Customer's subscription also provides access to the latest Software Product library downloads.

4. After 180 days of case resolution, Customer's cases will remain accessible in its client portal on the Sites. However, cases categorized as 'problem' or 'question' will have their attachments deleted.

SUPPORT & MAINTENANCE SUBSCRIPTION TERMS

1. The SMS commences upon Customer's receipt of the Software Product ("Start Date") and will continue for twelve (12) consecutive months. Thereafter, Customer may purchase a renewal of the annual SMS. Discounts are available when purchasing more than one year of SMS in advance. Microvellum will usually notify Customer by email approximately 45 days before the renewal is due and on the date of expiry. However, Customer should not rely on this reminder as this notice will not affect the termination date of the SMS period.

2. Customer may not assign the rights of these Service Terms (including any right to access and use the SMS) to any other party without the prior written consent of Microvellum.

3. Customer must ensure that the Software Product is used only in combination with other software, devices or hardware recommended or specified by Microvellum as being compatible with the Software Product and ensure that the Software Product is used in a stable network environment with adequate capacity. (If Customer is unsure about the compatibility of the Software Product with its network environment, please feel free to check with Microvellum prior to Customer's installation of the Software Product.)

4. It is Customer's responsibility to ensure that Microvellum is provided with the most up-to-date full names, email addresses and contact information of each individual designated by Customer as an authorized user of the Software Product or the SMS on behalf of Customer. .

5. Microvellum is not responsible for support where there is an Extraordinary Circumstance. An "Extraordinary Circumstance" is an event deemed to be beyond

our reasonable control that may result in software corruption, loss of projects data, product libraries or other files.

6. Microvellum may retain documents, projects, and or drawings that are pertaining to reported support issues for internal testing purposes and to improve Quality Control. If Customer does not wish Microvellum to retain Customer's documents, projects or drawings for testing, please let Microvellum know via email so that it can comply with Customer's business requirements.

7. At times, Microvellum's support agents will need to utilize web-based applications to access computers within Customer's organization. During these remote desktop sessions, Microvellum's support agents will use appropriate discretion and protocols for interacting with Customer's computer systems and software applications.

8. Microvellum requires that all SMS subscribers maintain a working internet connection. In cases where internet is not available to Customer, quality and promptness of support provided by Microvellum agents may be impacted.

9. Microvellum will provide first-tier support services for the BricsCAD® application bundled into the Software Products for all licensees who have purchased Microvellum's support services. Such first tier support services will include telephone support and updates to the BricsCAD® application as and when Bricsys makes such updates generally available to its end users as part of its standard maintenance. However, Microvellum's SMS does not include access to Microvellum's Toolbox OEM upgrades, and all OEM upgrades (including the BricsCAD® application) must be purchased separately.

10. Microvellum is not responsible to provide support for third-party applications such as AutoCAD®, Cutrite®, WoodWop®, Microsoft® applications or operating systems.

11. Microvellum reserves the right to amend the SMS and/or these Service Terms at any time. Notice of any changes will be provided in writing or otherwise posted or made available by Microvellum on its official website, www.microvellum.com. Customer's continued use of the Software Products or the SMS following such changes constitutes acceptance of the revised Service Terms.

12. Modules and licenses added to Customer's purchases during the course of each annual subscription period are subject to module and license fees renewable with each SMS period.

SERVICES NOT INCLUDED:

The SMS does not include: (i) custom programming services (e.g., Product Library Work, Tool Files, Custom Reports); (ii) on-site services; (iii) remote services or (iv) customer training (v) support in any other language than English (vi) data backups (e.g. product library data, projects, software update files, or any other database used in conjunction with Microvellum software). If Customer requires non-English support, it must provide its own translation services at its expense.