



SUPPORT AND MAINTENANCE

This Support and Maintenance Terms and Conditions (the “SMT”) is made a part of the Software and Services Order (the “SSO”), executed by and between the individual or entity named in the SSO (“Customer”), and frevvo Inc., a Delaware corporation with offices at 500 East Main St, Branford, CT 06405 (“frevvo” or “FREVO”). Pursuant to this SMT, frevvo will provide Support and Maintenance Services directly to Customer. This SMT sets forth all of the rights, benefits, responsibilities and obligations of Customer and frevvo respecting frevvo’s provision of the Support and Maintenance Services specified in the SSO, and constitutes the complete and exclusive agreement of Customer and frevvo regarding their respective rights, benefits, responsibilities and obligations connected with such Support and Maintenance Services.

1. **Definitions.** For purposes of this SMT, the Definitions in the relevant Exhibit A incorporated into the SSO (Cloud – Terms of Use or End User License Agreement) shall apply unless defined below. The following additional Definitions shall apply:
 - 1.1. “Customer Data” shall mean the text, data, images, sounds, photographs, illustrations, graphics, programs, code and other materials provided by Customer to frevvo in order for frevvo to perform the Support and Maintenance Services hereunder.
 - 1.2. “Export Laws” means all relevant export and encryption laws and regulations of the United States.
 - 1.3. “PST” shall mean any applicable Professional Services Terms and Conditions between Customer and frevvo.
 - 1.4. “Support and Maintenance Services” shall have the meaning ascribed to it in Section 2.
 - 1.5. “Term” shall have the meaning ascribed to it in Section 3.1.
2. **Scope of Support and Maintenance Services.** frevvo agrees to provide software support and maintenance services (the “Support and Maintenance Services”) to Customer respecting the Service identified in the SSO. Support and Maintenance Services will be provided as detailed in Appendix I below. Support and Maintenance Services are included in the annual license fee for the Service as specified in the SSO. Annual payment is required for Support and Maintenance Services.
3. **Term and Termination.**



- 3.1. This SMT shall be effective upon the Effective Date and continue for one (1) year (its “Term”). This SMT may be terminated by either party at any time with or without cause by giving written notice at least sixty (60) days prior thereto, but in the absence of such notice, this SMT shall automatically renew under the same terms and conditions for a term equal to that of its original Term (such renewal Term shall also be referred to herein as the “Term”).
- 3.2. frevvo may terminate this SMT and/or cease or suspend the provision of any Support and Maintenance Services upon default of Customer hereunder or under either the SSO, Terms or any other SMT or any PST. Default includes (i) the failure to pay any amount when due hereunder (after thirty (30) days’ written notice to Customer of such failure to pay); (ii) the filing of a petition in bankruptcy by or against Customer; and (iii) any material breach of its obligations under this SMT, the Terms, or any other SMT or PST, or conduct that frevvo, in its reasonable discretion, believes may subject frevvo to civil or criminal litigation, charges, or damages which is not cured within 30 days of frevvo’s written notice to Customer thereof, provided that no cure period shall apply in the event of criminal litigation. If frevvo has suspended the Support and Maintenance Services pursuant to this Section, frevvo may require a reactivation fee in order to resume such Support and Maintenance Services. Termination shall not relieve Customer of its obligation to pay all fees for Support and Maintenance Services accrued and owing through the date of the Term had it not been otherwise cancelled or otherwise payable pursuant to Section 3.0 above, nor shall it preclude frevvo from pursuing any other remedies available to it, at law or in equity.
- 3.3. In the event a law or regulatory action prohibits, substantially impairs or makes impractical the provision of any Support and Maintenance Services under this SMT, as determined by frevvo, frevvo may, at its option, terminate this SMT or modify any Support and Maintenance Services or the terms and conditions of this SMT in order to conform to such action, upon thirty (30) days’ written notice to Customer without liability; provided, however, that frevvo may reduce the foregoing notice period, if reasonably necessary under the circumstances. Use by Customer of the Support and Maintenance Services for a period of thirty (30) days after notice of any change(s) shall constitute acceptance of such changes.
4. Rights and Obligations of Customer. Customer represents and warrants that (a) it has full right and authority to enter into this SMT; (b) it will not use the Support and Maintenance Services in any manner which is in violation of any law or governmental regulation, (c) the Customer Data will not violate or infringe the rights of others, including, without limitation, any patent,



copyright, trademark, trade dress, trade secret, privacy, publicity, or other personal or proprietary right; (d) the Customer Data will not result in the obligation of frevvo to make payment of any third party licensing fees; and (e) it will comply with Export Laws to assure that neither the Support and Maintenance Services nor any direct product thereof are used in a manner (1) directly or indirectly, in violation of Export Laws; or (2) intended to be used for any purposes prohibited by Export Laws.

5. Equipment or Software Not Provided By frevvo. Customer shall be solely responsible for the installation, operation, maintenance, use and compatibility of equipment or software not provided by frevvo (such equipment shall include by way of example, but not be limited to: computers, monitors, cable modems or such other connectivity device, printers, scanners, etc.), and frevvo shall have no responsibility or liability in connection therewith. In the event that equipment or software not provided by frevvo impairs Customer's receipt of any Support and Maintenance Services, Customer shall nonetheless be liable for (a) payment for all Support and Maintenance Services provided by frevvo, and (b) any costs and expenses for any other support and/or maintenance related to such equipment incurred by frevvo or its providers.
6. Rights and Obligations of frevvo; Disclaimer of Warranties. Customer agrees that it is solely responsible for assessing its own support and maintenance needs and the results to be obtained therefrom, and frevvo exercises no control whatsoever over the products, information or Support and Maintenance Services offered or made available or accessible to Customer.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR IN A SSO, THE MAINTENANCE AND RELATED SOFTWARE AND/OR EQUIPMENT PROVIDED BY FREVVO, IF ANY, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, UNINTERRUPTED ACCESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY FREVVO, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY.

7. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FREVVO, ITS SERVICE PROVIDERS, ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR MAINTENANCE ARISING FROM OR RELATED TO THE MAINTENANCE OR THIS SMT WHETHER FOR, AMONG OTHER THINGS, BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM,



AND WHETHER LIABILITY IS ASSERTED IN, AMONG OTHER THINGS, CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT PRODUCT LIABILITY) WHETHER OR NOT FREVVO HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. FREVVO 'S LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED THE SUPPORT AND MAINTENANCE SERVICES FEES RECEIVED BY FREVVO APPLICABLE TO THE ANNUAL TERM DURING WHICH THE CLAIM AROSE. Customer HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS SMT TO FAIL OF ITS ESSENTIAL PURPOSE.

8. Indemnity. Customer agrees to defend, indemnify and hold frevvo and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any breach of this SMT by Customer or those authorized by Customer; (b) the use of the Support and Maintenance Services on the Internet or the placement or transmission of any information, software or other materials on the Internet by Customer or those authorized by Customer, including but not limited to any Customer Data; (c) acts or omissions of Customer, Customer's officers, employees, agents or contractors in connection with, among other things, the installation, maintenance, presence, use or removal of systems, channels or equipment or software not provided by frevvo connected or to be connected to the Support and Maintenance Services; and (d) claims for infringement of any third party proprietary right, including copyright and trademark rights, arising from the use of any Support and Maintenance Services, equipment and software, apparatus and systems not provided by frevvo in connection with any Support and Maintenance Service.
9. General.
 - 9.1. Severability. If any provision of this SMT or any schedule attached hereto is held invalid or otherwise unenforceable, the enforceability of the remaining provisions of this SMT and the schedule will not be impaired thereby.
 - 9.2. No Waiver. The failure by any party to exercise any right or remedy provided for herein shall not be deemed a waiver, partial or complete, of any right or remedy hereunder.
 - 9.3. Complete Agreement; Precedence. This SMT sets forth the entire understanding of the parties as to the Support and Maintenance Services to be provided hereunder. In the event of a conflict between the terms of this SMT and the SSO or schedules attached thereto, the terms of this SMT shall control.



9.4. Governing Law; Arbitration; Venue. This SMT shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to that body of law applicable to conflicts of laws.

9.5. Remedies. The rights and remedies of each party as set forth in this SMT are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

9.6. Survival. All provisions of this SMT relating to liability, warranties, indemnities, as well as the provisions of Sections 3, 4, 5 and 9 of this SMT, shall survive the expiration or termination of this SMT.

10. Questions

If you have questions about this SMT, you can contact us by email at: info@frevvo.com or by mail at: frevvo Inc., 500 East Main Street, Branford, CT 06405, USA.



Appendix I: Scope of Support and Maintenance Services

1. **Standard Support and Maintenance Services:** Includes e-mail customer support, including routine software corrections. Support and Maintenance Services are available from 9 am to 6 p.m. Eastern Time Zone (U.S.), Monday through Friday, except FREVVO holidays. Support and Maintenance Services begin upon the Effective Date. Support and Maintenance Services include:
 - 1.1. Minimum Response and Resolution times for issues as described below in Section 5.
 - 1.2. All bug fixes, minor releases (e.g. v1.0.1 to v1.0.2), and major releases (e.g. v1.0 to v2.0 and v1.1 to v1.2) for the Software.

FREVVO supports major versions for two years after the first GA release date. For some releases, the End of Life Date may be extended. Refer to FREVVO's [End of Life Policy](#) for specific End of Life dates for any given release.

2. **Help Desk:** Telephone and/or web meeting support is available at FREVVO's sole discretion.
3. **Exclusions from Coverage:** The following items are excluded from coverage and FREVVO's obligations to Customer:
 - 3.1. Rectification of problems with Customer's computer systems and networks;
 - 3.2. Rectification of problems attributable to third party software or to programming, and software integration issues not related to the Service or to software provided by FREVVO;
 - 3.3. Rectification or debugging of custom JavaScript form/flow business rule code;
 - 3.4. Support for custom installations of the Products in Customer's proprietary environment (e.g. Reverse Proxies, VPNs, Database Administration, LDAP/Active Directory Administration, SAML Administration, Network Configuration, Integration with 3rd party systems);
 - 3.5. Rectification of problems attributable to bugs, errors and defects in forms and workflows created by Customer using the Products (e.g. using the Products in a manner not consistent with the then published documentation);



- 3.6. Support of other software, accessories, attachments, or devices not supplied by FREVVO;
 - 3.7. Rectification of any lost or corrupted data arising from any malicious software code downloaded or installed by Customer or any third-party;
 - 3.8. Any work related to any hardware failures or any hardware utilized by Customer and/or connected to Customer's network system.
 - 3.9. Data restore (e.g. submissions etc.) from backups for the Service.
4. **Minimum Response & Resolution Times:** Response time refers to the length of time that FREVVO has to respond to a reported issue and the length of time that FREVVO strives to resolve a reported issue. When Customer support issues are presented, FREVVO agrees to use reasonable commercial efforts to adhere to the response times set forth below.
- 4.1. **S1 (Critical)** - conditions are defined as problems that impact the Customer's operation to the point where the Service is unavailable or unusable, or the Service causes a complete system failure.
 - 4.2. **S2 (Important)** - conditions are defined as problems that adversely impact the Customer's operation, but the Service and the products with which it is intended to interoperate remain operational and usable for their primary functions.
 - 4.3. **S3 (Normal)** - conditions are defined as normal problems that can be worked around with no loss of material functionality and limited impact to the Customer, and routine technical questions and requests for information on product capabilities.



GOAL RESPONSE - RESOLUTION				
Severity Level	Response Goal	Response Requirement	Resolution Goal	Resolution Requirement
S1 (Critical)	1 Business Hour	2 Business Hours	1 Business Day	Within 2 Business Days or work continuously until resolution achieved.
S2 (Important)	2 Business Hours	8 Business Hours	5 Business Days	Within 10 Business days FREVVO identifies a work around, product defect ticket or enhancement ticket.
S3 (Normal)	4 Business Hours	2 Business Days	10 Business Days	Within 20 Business days FREVVO identifies a work around, product defect ticket or enhancement request.

- 5. Premium Support Upgrade:** Premium Support upgrade includes everything included in Standard Support with the addition of rapid escalation to direct phone support for S-1 and S-2 issues. Premium Support upgrades are available for an additional fee.
- 6. Effect of Termination of Agreement:** The expiration or termination of the Agreement between the Parties shall not affect FREVVO's obligation to fulfill its Maintenance and Support Services obligations hereunder to Customer



during the term of that Customer's annual subscription; provided, however, that FREVVO's obligation to continue such support shall only apply if Customer agrees to install such Updates or Upgrades to software as FREVVO may require.

7. **Product Enhancement Requests:** A product enhancement ticket may be created by FREVVO as the prescribed resolution to a support case. FREVVO will respond to the case by communicating the enhancement ticket number to Customer. The support case will be closed. Enhancement tickets will be targeted for a specific release at FREVVO's sole discretion.
8. **Product Defects, Patch & Major Releases:** A product defect ticket may be created by FREVVO as the prescribed resolution to a support case. FREVVO will respond to the case by communicating the ticket number to Customer. The support case will be closed. For S1 issues FREVVO will identify and communicate to Customer a patch release number and estimated target date.
9. **Product Ticket Communication:** FREVVO is not responsible for notifying Customer of product ticket resolutions. Customer may [subscribe to Release Announcements](#) to receive email alerts of new patch and major releases. Such email alerts contain a link to release notes listing included tickets.