

Denodo Technologies Support Services Terms

(Version dated 2020 February 20)

In addition to any other terms and conditions agreed upon by Denodo Technologies Inc. (“Licensor”) and the Party subscribing to the Software (“Buyer”), the below terms and conditions shall apply to any purchase of Support Services by Buyer. BY PURCHASING THE SUPPORT SERVICES ON THE AWS MARKETPLACE BUYER ACKNOWLEDGES RECEIPT AND ACCEPTANCE OF THESE SUPPORT SERVICES TERMS. Any terms used herein and not otherwise defined shall have the meaning assigned thereto in Licensor’s then-current support policies located on Licensor’s Support Site (the “Support Site”).

- I. **Maintenance Duties.** For so long as Buyer is current in the payment of all associated fees, Licensor shall provide Support Services as specified in these Support Services Terms and in accordance with Licensor’s then-current support policies located on the Support Site.
- II. **Support Services.** Support Services means that Licensor will provide: (a) Updates, if any, and appropriate Documentation (Note: AWS Marketplace Buyers shall be entitled to receive any Updates generally made available to Denodo Customers for the Software. In order to receive Upgrades, however, Buyer shall be required to subscribe to the new version of the Software); and (b) online (web), telephone and email assistance with respect to the Software, including (i) clarification of functions and features of the Software; (ii) clarification of Documentation pertaining to the Software; (iii) guidance in the operation of the Software; and (iv) error verification, analysis and correction. Licensor’s standard hours of service are set forth in the Support Site.
- III. **Eligibility of Software.** Support Services will not include services requested as a result of, or with respect to, the following, and any services requested as a result thereof will be billed to Buyer at Licensor’s then-current rates:
 - a. accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media not furnished by Licensor; operation of the Software with other media not meeting or not maintained in accordance with the manufacturer’s specifications; or causes other than ordinary use;
 - b. improper installation by Buyer or use of the Software that deviates from any operating procedures established by Licensor in the applicable Documentation;
 - c. modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than Licensor or Licensor’s authorized representatives; or
 - d. software or technology of any party other than Licensor.
- IV. **Responsibilities of Buyer.** Licensor’s Support Services obligations are subject to the following Buyer responsibilities:

- a. at Licensor's reasonable request and in response to a request for service from Buyer, Buyer shall provide Licensor with access to Buyer's personnel during normal business hours under Buyer supervision.
- b. Buyer shall document and promptly report all errors or malfunctions of the Software to Licensor. Buyer shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Licensor.
- c. Buyer shall maintain a current backup copy of all programs and data.
- d. Buyer shall properly train its personnel in the use and application of the Software and the equipment on which it is used.
- e. Buyer may install any and all Updates s provided by Licensor at its discretion, provided, however, that Licensor shall have no obligation to provide Support Services in the event that Buyer's service request can be corrected by the Buyer installing the Updates to the Software, or if Buyer's installed Software falls outside the extended passive maintenance support period outlined in Licensor's support policies available on the Support Site.