



## MAXVIEW SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Plan (the “SMP” or Addendum) identifies the software maintenance terms and provision of services between the Buyer (“Customer”) and DataPath, Inc. (“DataPath”), a Georgia corporation having its principal place of business at 2205 Northmont Parkway, Duluth, GA 30096. This Addendum shall be incorporated in the terms and conditions of the Buyer’s contract or purchase order (“Contract”). All terms contained herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

### 1. Scope of Software Maintenance.

(a) Error Correction. DataPath will provide the services specified in the SMP selected by Customer. In addition to the services identified in the applicable SMP, DataPath shall insure that the Software operates substantially in conformance with the specifications set forth in the current applicable technical reference manual. DataPath agrees, as its exclusive obligation hereunder, to use reasonable commercial efforts to correct reported Errors in the current version of the Software in a timely manner by providing the repair or replacement of object or executable code versions of the Software. Maintenance services under this SMP do not include any customizations of the Software.

(b) New Releases. DataPath shall make available to the Customer upgrades, improvements, enhancements, and modifications solely to the then current version of the Software. DataPath will provide to Customer all such upgrades, improvements, or modifications of the Software that DataPath makes generally available to other customers and does not market as independent products or modules. DataPath shall provide reasonable telephone assistance to help Customer install and operate each release.

(c) Prior Releases. If Customer contracts for maintenance services, DataPath shall only provide maintenance and support services for the then current release of the Software and for the previous release of the Software for three months following the provision of the newest release to Customer. Thereafter, DataPath may in its sole discretion agree to provide support for older releases, but reserves the right to charge Customer at its time and materials rates for such support.

(d) Software Patches. DataPath will distribute available patch releases for the core MaxView product. Software patches are available for the current release of MaxView and the immediately previous release. Patch documentation and scheduled availability are viewable online through the MaxView Customer Support Portal. Patches are released in accordance with the software license agreement and in conjunction with standard MaxView patch and release management scheduling.

2. Customer Cooperation. Customer shall promptly notify DataPath, in writing, of all Errors, and shall, if applicable, provide assistance in identifying and detecting problems, errors, and malfunctions. As requested by DataPath, Customer shall provide data and information regarding all Errors with sufficient detail and supporting documentation to enable DataPath to diagnose, and if necessary, recreate the problem, error, or malfunction. If Customer’s data and information regarding an Error lacks sufficient detail and/or supporting documentation to enable DataPath to diagnose and/or recreate the Error, and Customer does not provide sufficient data and information to DataPath within sixty (60) days of Customer’s ticket being opened in DataPath’ ticketing system, DataPath reserves the right to close Customer’s ticket and reopen the ticket when Customer provides sufficient data and information.

3. Limitations. Software maintenance shall not cover malfunctions and errors caused by (i) Errors not reported by Customer, (ii) Errors caused by misuse or abuse of the Software, (iii) Errors caused by use of the Software with hardware or software other than that approved by DataPath for use with the Software, (iv) changes made other than by or with the express written authority of DataPath. Unless otherwise provided in a Related Agreement, maintenance does not include on-site service or the installation of any Software or Hardware. If Customer requests on-site assistance, DataPath may provide such support and bill Customer at then current time and materials rates for such services.

4. **Ownership.** Customer acknowledges that DataPath shall have sole and exclusive ownership of all rights, title and interest (including patent, copyright, trade secret and other intellectual property rights pertaining thereto), in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, subject only to the license expressly granted to the Customer therein.

5. **Term and Renewal Option.** The initial term of this SMP is twelve (12) months, beginning on the Effective Date or date of Buyer's Contract ("Initial Term"). Thereafter, this SMP shall automatically renew for additional terms of one year (each a "Renewal Term"), unless either party gives the other notice of its intention not to renew at least thirty (30) days prior to the expiration date of the Initial Term or any Renewal Term. Notwithstanding the foregoing, this SMP will automatically terminate upon expiration or termination of any license granted under the Agreement or any Related Agreement.

6. **Fees.** The annual maintenance fee ("SMP Fee") for the services set forth in the SMP is detailed in the pricing summary above and is non-refundable in the event of a termination. The first annual SMP Fee is payable on the Effective Date; each subsequent annual SMP Fee is due on or before the commencement of each SMP Year, as hereafter defined. DataPath reserves the right to adjust its prices once per year. DataPath shall not increase the fees and charges by more than 5% in any calendar year. Customer will be notified of any increase in the SMP Fee for each SMP Year at least 45 days prior to its commencement. Failure to pay the SMP Fee when due shall constitute a material breach of this SMP. "SMP Year" shall mean the twelve (12) month period commencing on the Effective Date, and each twelve (12) month period thereafter. If Customer's maintenance services lapse under this SMP, Customer may reinstate enrollment in the SMP by paying on a pro rata basis the SMP Fee covering the time period of the lapsed SMP. If on-site assistance is required, the SMP Fee is exclusive of, and Customer agrees to pay, any reasonable travel and living expenses incurred in connection with the provision of maintenance services under this SMP. Customer agrees to pay any sales, use or other tax related to this transaction, however designated (except taxes based on income). DataPath reserves the right to charge the customer for engineering hours incurred beyond the SMP allotment and any expenses associated with customer support if the effort proves that there was no software problem.

There will be no additional charge for enrollment in the SMP during the Software warranty period for Software licensed at the time of execution of the Agreement. SMP Fees for subsequently licensed copies of Software will be due immediately at the time of licensing.

7. **Limited Warranty for Software Maintenance.** DataPath shall perform its services hereunder in a professional and workmanlike manner.

8. **GENERAL DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7, THERE ARE NO EXPRESS WARRANTIES OR IMPLIED WARRANTIES, AND DATAPATH SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE OR NONINFRINGEMENT.**