

**Outside the United States:** Latitude Geographics' authorized distributors of Geocortex products provide maintenance and direct technical support services to their clients. Distributors may provide maintenance and technical support services in accordance with distributor's maintenance program policy terms or Latitude's Maintenance & Support Policy (L400). Some distributors are authorized to provide maintenance and technical support services as a bundled package. If you've licensed Geocortex products through a distributor, please inquire with them to learn more about their approach or programs for providing maintenance and technical support in your country.

## Maintenance Policy

### What is Maintenance?

- Maintenance encompasses research & development service for product releases, enhancements or upgrades provided by Latitude Geographics or its authorized distributors to certain qualified clients either as Complimentary Maintenance or as Extended Maintenance as defined hereunder.
- Maintenance is not mandatory, however in order to receive updates, product releases, enhancements or access to the online Geocortex Communities (e.g. discussion forums, knowledge base articles, and code gallery), Maintenance must be kept up to date.
- Product maintenance does not include implementation-related technical support. For example, the following activities are not included:
  - Development of reports, and workflows.
  - Geocortex Essentials site and viewer configuration tasks that demand specialized understanding of the underlying product API (e.g. CSS, Viewer configuration tricks, etc..).
  - Deployment and installation/upgrade support (e.g. Load balancing, clustering, advanced security set up and configuration)

### There are two kinds of Maintenance namely:

- Complimentary Maintenance, which is maintenance that is provided for an agreed fixed period (usually 1 year but may vary with specific Latitude Geographics Group Ltd. software) at no charge to the client with the purchase of the user rights or license to Latitude Geographics software; and
- Extended Maintenance, which is maintenance subject to certain conditions contained herein that may be purchased from Latitude Geographics or an authorized distributor on the expiration or lapse of Complimentary Maintenance by clients approved by Latitude Geographics or an authorized distributor.

### For avoidance of doubt the Extended Maintenance obligations of Latitude Geographics shall be conditional upon all of the following steps being completed:

- Extended Maintenance provided by Latitude Geographics or an authorized distributor in accordance with this L400, is provided only to clients who are current licensees of Latitude Geographics software.
- Latitude Geographics or an authorized distributor submitting an invoice to the client containing the prescribed fee for Extended Maintenance (Extended Maintenance Invoice). The purpose of the Extended Maintenance Invoice is to provide the client with appropriate pricing information that the client may use to make an offer to purchase Extended Maintenance from Latitude Geographics or an authorized distributor; and
- The client making an offer to purchase Extended Maintenance by tendering the prescribed fee provided in the Extended Maintenance Invoice for acceptance by Latitude Geographics or an authorized distributor ("Extended Maintenance Offer"); and
- Latitude Geographics or an authorized distributor unconditionally accepting or approving the client's Extended Maintenance Offer by accepting payment tendered by the client.

**Note:** The Latitude Geographics' current licensing terms and conditions (L204) and Maintenance & Support Policy (L400) are available at [www.geocortex.com/legal](http://www.geocortex.com/legal).

## Does Maintenance apply to Geocortex extension products?

There are two types of optional extensions available from Latitude Geographics:

- **Full Geocortex Extensions** follow the standard Maintenance model described herein. The following are the Full Geocortex Extension products sold by Latitude Geographics:
  - AOP Extension for Geocortex Essentials
  - Cityworks Extension for Geocortex Essentials
- **Non-Maintenance Extensions** are licensed on a version-by-version basis, and are not provided under the standard Maintenance model described herein. Please read Latitude Geographics' *Product Extension Model (L415)* document for information on how updates to Non-Maintenance Extensions are approached. The following are the Non-Maintenance Extension products sold by Latitude Geographics:
  - AMANDA Extension for Geocortex Essentials
  - Pictometry Extension for Geocortex Essentials
  - Tempest Extension for Geocortex Essentials
  - Voyager Extension for Geocortex Essentials

## Who is entitled to receive an Extended Maintenance Invoice?

- All clients approved by Latitude Geographics or an authorized distributor to receive an Extended Maintenance Invoice; and
- Any client that is not in breach of export control obligations described in the Latitude Geographics Software License Agreement and is not in material breach of any other provision of the Latitude Geographics Software License Agreement or any other existing related agreement.

**Note:** Clients that license technology on a subscription basis or as Non-Maintenance Extensions will not receive an Extended Maintenance Invoice for those products.

## What is the cost of Extended Maintenance?

The cost of Extended Maintenance provided by Latitude Geographics or an authorized distributor in accordance with this L400 across the Geocortex product line is **twenty percent (20%)** of a product's current license cost, based on the standard pricing for your license configuration.

## Why does a client pay maintenance?

- A client's maintenance dollars go to research and development. Clients benefit from this as new technology is researched, developed and tested. In many cases this new technology is delivered as product upgrades or enhancements at no additional cost to clients who are current in maintenance. Most new technology being developed is in direct response to our client's business needs and wishes.
- When a client pays maintenance, they are entitled to receive updates and access to the licensed Geocortex software's Community
- In addition, maintenance includes basic technical support for qualifying Latitude Geographics Geocortex software products.

## Maintenance Periods:

- As mentioned above, clients receive a period of Complimentary Maintenance, typically one (1) year in duration with the purchase of most software.
- If clients evaluate our software, the evaluation period is included in the Complimentary Maintenance period. In other words, the Complimentary Maintenance period commences at the same time as the commencement of the evaluation period.
- If a client lapses in maintenance and later wishes to re-instate or re-purchase maintenance, the client shall offer maintenance fees to Latitude Geographics or an authorized distributor that includes current and all lapsed back maintenance costs for acceptance by Latitude Geographics or an authorized distributor.

## Establishing Annual Extended Maintenance Periods:

- When the first license is purchased, a standard maintenance anniversary period is established.
- Clients will receive a maintenance renewal quote prior to the end of their maintenance anniversary period.

- Any new licenses purchased will be made co-terminus with the client's maintenance anniversary period and will be invoiced, along with licenses whose maintenance cycle is already established, at the next invoicing cycle.

#### **Subscribers to Maintenance Receive:**

- Software update releases (accessible via download provided by Latitude Geographics or an authorized distributor)
- Access to Latitude Geographics Geocortex Communities

#### **Termination of Maintenance:**

- Maintenance is not obligatory, and a client may opt to cancel maintenance at any time. We do not provide pro-rata refunds on cancelled maintenance fees.
- Upon termination of maintenance for any reason, a client shall lose all access to and use of any Online Services subscriptions, as well as access to technical support.
- The separate matter of termination of a software license is outlined in the product's software license agreement, the terms and conditions of which may be found at [www.geocortex.com/legal](http://www.geocortex.com/legal).

#### **General Basic Technical Support Policy**

- Basic Technical Support refers to the following technical assistance helpdesk services:
  - Assist configuring Latitude Geographics Geocortex software to function in accordance with the Latitude Geographics Geocortex documentation;
  - Provide advice and problem solving assistance related to the use of the core functionality of Latitude Geographics Geocortex software in accordance with the Latitude Geographics Geocortex documentation;
  - Receive clients' reports of software or system defects.
- All other services outside the scope of helpdesk services will be referred to Latitude Geographics Professional Services and performed on a fee for service basis.
- Basic Technical Support services provided by Latitude Geographics in accordance with this L400 or an authorized distributor providing maintenance and technical support in accordance with this L400 or authorized distributor's maintenance program policy terms, are provided only to clients who are current in their maintenance payments.
- Basic Technical Support is available from Latitude Geographics by priority queue system during Latitude Geographics' regular business hours of 8:30AM-5:00PM Pacific Time Monday-Friday, excluding public holidays. You can reach Latitude Geographics by local telephone (250-381-8130), by toll free number (1-888-389-2621), or by email ([support@latitudegeo.com](mailto:support@latitudegeo.com)). For technical support services provided by an authorized distributor, please contact the authorized distributor directly for applicable hours and contact details.
- Latitude Geographics welcomes suggestions for enhancements in Latitude Geographics Geocortex software. Although there is no guarantee any suggestion will be included in a future release, suggestions frequently influence product development decisions.
- Latitude Geographics or an authorized distributor uses reasonable commercial efforts to attempt to provide a resolution or workaround within an acceptable time frame. However, Latitude Geographics, or such authorized distributor, does not provide a guarantee to do so. Problem resolution times can vary depending on the type and complexity of the problem.

#### **DISCLAIMER:**

The disclaimers and limitations of liability included in Latitude Geographics' licensing terms and conditions (L204) shall apply to the provision of maintenance and technical support services by Latitude Geographics or an authorized distributor.

#### **NOTE REGARDING PURCHASE ORDERS:**

**Other than non-conflicting deliverables descriptions, quantities, pricing and delivery instructions, any terms contained in your purchase order are void and of no effect.**

**No such terms shall apply or override the terms of this Maintenance & Support Policy document irrespective of the date of issuance of the purchase order or any performance or action by us, unless we expressly agree in writing.**