

BLACK DUCK STANDARD MAINTENANCE SERVICES TERMS

VERSION 2024.1

The following terms and conditions apply to the standard Maintenance Services purchased by a Customer. The Licensed Product and all Releases and Workarounds are subject to the End User Software License Agreement accepted by Customer and Black Duck.

1. **MAINTENANCE SERVICES.** *“Maintenance Services”* means the standard Maintenance and Support provided by Black Duck to Customer as further described below. Subject to Customer’s payment of applicable fees, Black Duck will provide the following standard Maintenance Services to Customer for the period agreed by the parties in the order documentation:

1.1 **Maintenance and Support.**

(a) **Maintenance.** *“Maintenance”* means the provision by Black Duck to Customer of any Releases or Workarounds that are made generally available by Black Duck to customers who subscribe for Black Duck’s Maintenance Services offering.

(i) A Release will be one of the following: A *“Major Release”* means a specific edition of the Licensed Product that contains major functionality changes. The content and timing of all Major Releases will be determined by Black Duck in its sole discretion. Major Releases are signified by version changes to the left of the decimal point (e.g. 2.0 -> 3.0) following the product name. A *“Minor Release”* means a specific edition of the Licensed Product that contains minor, but significant functionality changes and could include Licensed Product Updates. The content and timing of all Minor Releases will be determined by Black Duck in its sole discretion. Minor Releases are signified by version changes to the right of the decimal point (e.g. 2.5 -> 2.6) following the product name.

(ii) *“Workaround”* means a Licensed Product patch, error correction, or feasible change in operating procedures whereby the Licensed Product is made sufficiently functional so that Customer can continue to use the Licensed Product. Black Duck may provide Workarounds for a release to resolve a Service Issue for up to twelve (12) months after the earlier of (i) the date the subsequent Release is first made commercially available, and (ii) the date the current Release is no longer made available as a commercial offering by Black Duck. After such twelve (12) month period, Black Duck is not obligated to provide Workarounds but will support Customer’s update of the Licensed Product to the latest Release. Where

Workarounds are to be delivered to resolve a Service Issue, Black Duck will provide Customer with a single copy of a Workaround on suitable media or shall make available the applicable Workaround for download by Customer from Black Duck’s web site.

(b) **Support.** *“Support”* means the e-mail and telephone technical services that Black Duck offers regarding the use and function of the Licensed Product. Black Duck will provide Support and respond to Service Issues as further described below. A *“Service Issue”* is a Customer inquiry regarding the functionality or use of the Licensed Product. Customer agrees that Black Duck’s Support obligations concerning the Licensed Product’s use with third party products, including compilers, operating systems and other Licensed Product, shall be limited to those items set forth in the Documentation. Service Issues are assigned a classification at the time of Customer’s initial contact with Black Duck and are classified according to the severity levels set forth below. Black Duck will initially respond in accordance with the response times applicable to Service Issues reported by telephone or e-mail during Black Duck’ regular service hours for the applicable region as set forth below. Failure to contact Customer within the response time period because Customer is unavailable (e.g., phone busy, no answer, in a meeting, or out of the office) does not constitute Black Duck’s noncompliance with the response commitment. Customer shall cooperate with Black Duck to provide reproducible results for any errors reported. Black Duck’s ability to provide Support will depend, in some cases, on the ability of Customer’s representatives to provide accurate and detailed information and to aid Black Duck in handling a Service Issue. Customer shall provide Black Duck with reasonable access to Customer systems, premises and staff as needed to provide Support. Black Duck will provide Support for each Release for at least eighteen (18) months after the subsequent Release is first made commercially available. After such period, Black Duck will provide Support, as needed, to Customer to update its use of the Licensed Product to the latest Release of the Licensed Product.

Service Issue Classification	Response Time	Next Steps
Severity P1—Critical Business Impact: Licensed Product is not functioning or is stopped or severely impacted so that Customer cannot reasonably continue use of Licensed Product and no Workaround is available.	One business day	Once the Service Issue is verified, Black Duck will engage development staff during Black Duck's business hours (but in no event later than 12 hours after the Service Issue is verified) until a Workaround is achieved.
Severity P2—Major Business Impact: Licensed Product is functioning inconsistently causing significantly impaired Customer usage and productivity, such as periodic work stoppages and feature crashes.	One business day	Once the Service Issue is verified, Black Duck will engage development staff during Black Duck's business hours (but in no event later than 24 hours after the Service Issue is verified) until a Workaround is achieved.
Severity P3—Minor Business Impact: Licensed Product is functioning inconsistently causing slightly impaired Customer usage and productivity but Customer can work around such inconsistency or impairment.	Two business days	Once the Service Issue is verified, Black Duck will consider a Workaround, if appropriate in Black Duck's sole discretion, and Licensed Product enhancements for such Service Issue for inclusion in a subsequent Release.
Severity P4—No Business Impact: Licensed Product is functioning consistently but Customer requests minor changes in Licensed Product such as Documentation updates, cosmetic defects or enhancements.	Three business days	Once contact has been made with Customer, Black Duck will consider Licensed Product enhancements for inclusion in a subsequent Release.

(c) **Customer Point of Contact.** Customer will designate a specific individual to be the primary point of contact for Maintenance Service communications with Black Duck and will deliver contact information for such individual to Black Duck's support team.

1.2 On-Site Support. Customer may elect to purchase specific on-site support packages, details of which can be found on Black Duck's website: <https://www..blackduck.com/content/dam/black-duck/en-us/legal/onsite-services/blackduck-standard-onsite-support-services-terms.pdf>. The purpose of on-site support is to help customers optimize deployment of the Licensed Product, including installation, setup, configuration, and additional support offerings.

1.3 Exclusions to Maintenance Services. Maintenance Services do not include the right to access new or bundled product offerings made available by Black Duck, unless licenses for such offerings are separately purchased. Black Duck will not have any obligation to provide Maintenance Services for problems in the operation or performance of the Licensed Product to the extent caused

by any of the following: (a) modifications to the Licensed Product made by a party other than Black Duck; (b) Customer's use of the Licensed Product other than as authorized by the applicable agreement licensing the Licensed Product to Customer or as provided in the Documentation; or (c) Customer's use of releases other than those releases of the Licensed Product covered by Maintenance Services, (d) Customer's failure to use any error corrections or updates thereto provided by Black Duck to address such problem, or (e) use of scripts or other deliverables provided to Customer under On-Site Support services (as described in Section 1.2 above). If, in its sole discretion, Black Duck determines that a problem in the operation or performance of the Licensed Product is caused by the foregoing, then Black Duck will notify Customer promptly and have no further Maintenance Service obligations related to such problem. If Customer requests services beyond standard Maintenance Services, Black Duck will have the right to invoice Customer at Black Duck's then-current published time and materials rates for the provision of such services.

2. HOURS OF SERVICE AND CONTACT INFORMATION.

For Customers located in Europe:

Contact us by:	At	During
Email	software-integrity-support@blackduck.com	9:00 – 17:00 UK time
Phone	+44 (0) 1276 400352	9:00 – 17:00 UK time

For Japanese-language support:

Contact us by:	At	During
Email	software-integrity-support-japan@blackduck.com	9am – 5pm JST
Phone	+81-03-6746-3666	9am – 5pm JST

For Korean-language support:

Contact us by:	At	During
Email	software-integrity-support-korea@blackduck.com	9am – 5pm KST
Phone	+82-2-3404-9332	9am – 5pm KST

For Mandarin-language support:

Contact us by:	At	During
Email	software-integrity-support-china@blackduck.com	9am – 5pm CST
Phone	+86-4006-966-606	9am – 5pm CST

For Customers located in India:

Contact us by:	At	During
Email	software-integrity-support@blackduck.com	9:00 – 17:00 IST
Phone	+91-(0)80 6751 1888 or 1(800) 419-4311	9:00 – 17:00 IST

For all other Customers:

Contact us by:	At	During
Web	Submit a Support Case	7am – 6pm Pacific Time
Email	software-integrity-support@blackduck.com	7am – 6pm Pacific Time
Phone	+1 800-873-7793 or +1 415.321.5239	7am – 6pm Pacific Time

All contact information is subject to change upon notice from Black Duck. Closed on public holidays.

3. **GENERAL.** These terms and conditions contain the parties' entire agreement concerning Maintenance Services. Customer agrees that additional or different terms on Customer's purchase order shall not apply. Any waiver, modification or amendment of these terms and conditions will be effective only if in writing and signed by an authorized representative of Customer and Black Duck.