

Aware Statement of Licensed Software Maintenance and Technical Support

Software

A. Description of Maintenance and Technical Support

Aware shall provide the following Maintenance and Technical Support in accordance with the details below, but only if Reseller/Customer is current on all fees owed.

1. Maintenance support in the form of maintenance Updates, releases, and patches for the Licensed Software.
2. Technical Support in the form of email support for the Licensed Software. Telephone support may be provided on an as-needed basis at Aware's discretion.

This Maintenance and Technical Support does not include Aware professional services, which may be made available to Customer for an additional fee and will be quoted upon request.

Aware support should be considered third line software support, unless otherwise contracted. Reseller/Customer is expected to have level 1 and level 2 software support in place to handle day to day calls, such as questions from End Users. Reseller/Customer is expected to provide infrastructure (i.e. operating system and network) support. If Reseller/Customer provides new support personnel after the first year of software maintenance, then any training required to be provided by Aware may result in an additional cost assessed to Reseller/Customer.

For prime contractors, integrators, and original equipment manufacturers:

If the End User/Customer has contracted for the overall system maintenance, then the maintenance with Aware must be kept in place for the duration of said contract with the End User/Customer.

B. Technical Support for Hardware

Aware will not provide Technical Support for third party hardware (ex: peripheral devices) or third-party software (ex: operating systems) after the third party discontinues support for its product.

C. Licensed Software Updates

After the first year of software maintenance, Aware will continue to provide support only to Aware software that has been updated to the two most recent versions. Aware will work with the Reseller/Customer to provide advice on an upgrade path. If the Reseller/Customer is required to retain an earlier version, Aware will work with the Reseller/Customer to set up an additional support plan inclusive of any costs, upgrade path, and timing. New product revisions/releases are provided upon request.

D. Security

Reseller/Customer is solely responsible for the security of Reseller's/Customer's system where the Licensed Software is installed/operating.

E. Additional Support

If the customer requests additional support outside the scope of Aware's standard support obligations (i.e. support for older versions, infrastructure support, different hours of support, additional training, or design and development consultation), Aware will consider such requests subject to a modified support contract for an additional fee.

F. Lapsed Maintenance and Technical Support Fees

If Reseller/Customer would like to renew Maintenance and Technical Support that has lapsed beyond an anniversary date because of nonpayment of fees owed Reseller/Customer must include a true-up payment to the current date in order to receive Maintenance support.

G. Maintenance and Technical Support Hours and Contact Information

Hours of support are Monday through Friday 8:00 am to 6:00 pm ET USA.

Email: support@aware.com

All support requests must be submitted via email.

H. Response Matrix

Aware will utilize the following Response Matrix to respond to Customer’s request for Technical Support:

Aware Response Matrix

Severity Level	Definition	Response Time Goal	Resolution goal
Critical	Defect affects critical functionality or critical data. It does not have a workaround.	24 hours	2 business days
High	Defect affects major functionality or major data. It has a workaround.	48 hours	1 business week
Medium	Defect affects minor functionality or non-critical data.	1 week	within 2 months
Low	Defect does not affect functionality or data. It does not impact productivity or efficiency. It is merely an inconvenience.	2 weeks	within 3 months

Critical Functionality and/or Data Severity Level: Fundamental capability of the system is not working and the customer is blocked from completing transactions or workflow. Fundamental data on which the system depends has been compromised or is affected by the problem ongoing.

Major Functionality and/or Data Severity Level: Fundamental capability of the system is degraded and the customer can complete transactions or workflow at a degraded pace. Fundamental data on which the system depends has been compromised or has been affected by the problem but not ongoing.

Minor Functionality and/or Non-Critical Data Severity Level: Functionality affected but working. Affected data inconsequential.

I. Service Level Objectives

If subscribing to an Aware Software as a Service Biometric Services (Biometric Services) product, the following Service Level Objectives will also apply, unless otherwise agreed to in writing between Aware and the Customer/Reseller:

- (a) Aware strives to make the Biometric Services continuously available. Aware will use commercially reasonable efforts to make the Biometric Services available 99.9% of the time in a given month, except as specified below.
- (b) Downtime is measured from the time a support ticket is opened until availability of the Biometric Services is restored.
- (c) Customer acknowledges and agrees that Aware may have to take one or more portions of the Biometric Services offline in order to conduct regular maintenance or major upgrades including the installation of any patches or other fixes. Aware may utilize the following maintenance windows for planned downtime and such downtime shall not be counted as downtime for purposes of the Service Level Objective notwithstanding any provision herein to the contrary:

Maintenance Windows	
Regular Maintenance	Fridays from 9 p.m. to 11 p.m eastern time.
Major Upgrades	Up to four (4) times per year from Friday 10 P.M. to Monday 6 A.M. eastern time. Aware will provide Customer with advance written notice to the extent possible (either by email or by any other electronic means).

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