Software Maintenance Agreement (SMA) Policy

April 15, 2025

SMA Policy

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1 Overview

1.1 Purpose and Intended Audience

Maintenance is designed to protect and maximize a customer's investment in our software products and solutions. This SMA Policy sets forth guidelines for engaging with Qognify (Part of Hexagon) and describes our policies, practices and procedures relating to: (i) the performance of software maintenance and support services; and (ii) the new purchase and/or renewal of our software maintenance and support services. This SMA Policy is intended for our business partners, system integrators, authorized resellers or distributors, customers and end users.

The term "You" and "Yours" shall mean the individual or entity that has ordered technical support services from Qognify (Part of Hexagon) or any business partner, system integrator, authorized reseller or distributor, or customer. Certain paragraphs in this SMA Policy are applicable to business partners, system integrators, authorized resellers or distributors only, and are marked as such. Any reference in this SMA Policy to Qognify (Part of Hexagon) or the Company shall mean Qognify Limited (Part of Hexagon), or any of its direct and indirect subsidiaries and affiliates.

1.2 Scope

Unless otherwise stated herein, this SMA Policy applies to technical support for all Qognify (Part of Hexagon) software product lines.

To receive technical support as set forth in this SMA Policy, all programs, products and solutions must be properly licensed.

Technical support is provided for issues that are demonstrable in the currently supported release(s) of a Qognify (Part of Hexagon) licensed software product, running unaltered, and on a recommended hardware equipment, database, and operating system configuration, as specified in your order or the applicable product documentation.

This SMA Policy is subject to change at any time at the Company's discretion; however, Qognify (Part of Hexagon) SMA Policy changes will not result in a material reduction in the level of the services provided for supported products during the applicable Support Period (defined below) for which fees for technical support have been paid.

In the event of any conflict or inconsistency between this SMA Policy and any commercial agreement entered into with Qognify (Part of Hexagon), the terms of the applicable commercial agreement shall govern and control.

2 Support Terms

2.1 SMA Fees

SMA fees are due and payable annually in advance of the applicable support period, unless otherwise stated in the applicable order. Your payment or commitment to pay is required in order to process your SMA order with Qognify (Part of Hexagon) (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your payment and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of all technical support services. Technical support will be provided pursuant to the terms of the applicable order and this SMA Policy; however, technical support fees payable under a pre-approved payment plan are due and payable in accordance with the terms and conditions of the applicable payment plan.

2.2 Support Period

Technical support is effective upon the effective date of your order unless stated otherwise in the applicable order. Unless otherwise stated in the order, Qognify (Part of Hexagon) SMA terms, including pricing, reflect a 12-month support period (the "Support Period"). At our sole discretion, orders may be accepted for longer periods. In such cases, no discounts shall apply, and the entire amount is due at the time of placing the applicable order. Once placed, your order for technical support services is non-cancellable and the applicable amounts paid are non-refundable, except as may be provided otherwise in the applicable order or agreement between the parties. Qognify (Part of Hexagon) is not required (and shall have no obligation) to provide technical support beyond the end of the Support Period. Orders for support that are not paid on time may be cancelled by Qognify (Part of Hexagon) at its sole discretion. This includes any remaining unpaid periods of longer Support Periods.

Without any further order or action, your SMA is automatically renewed upon expiration for successive one-year periods, unless cancelled subject to a 90 days' notice in writing to Qognify (Part of Hexagon). You will be invoiced annually in advance for the next year of SMA services until the SMA is cancelled pursuant to this SMA Policy.

2.3 Extending the Installation

When extending an existing installation, you must order the extension licenses together with one year of support under the same technical support service level as the rest of the installation. Any overpayment resulting from the time to the next renewal date being shorter than one year will be credited at the time of renewal.

2.4 Matching Service Levels

When purchasing technical support services, all licenses in any given installation must be supported under the same technical support service level. If you add Extended Support, you must still maintain Software Update License & Support for the entire license set; subject to availability, you must purchase Extended Support for all licenses of a particular version release of a product if you purchase Extended Support for any license in such version release. You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via an official termination letter.

2.5 Reinstatement of Qognify (Part of Hexagon) SMA

If technical support lapses or was not originally purchased with a product license, a reinstatement fee will be charged. The reinstatement fee is calculated as follows: (a) if your SMA lapsed for less than 1 year, then the start date of the SMA is the time the original SMA lapsed or the purchase date of the applicable software license. The fee will be prorated back to the time of the lapse. The new SMA order needs to be placed and paid for a period of 2 years starting at the time of the lapse; (b) if your SMA lapsed for more than one year, you are required to buy a 'Get Current' SMA component in addition to a new SMA package which will then begin at the time the order is placed. Note that 'Get Current' only covers the reinstatement and not the SMA going forward.

If your SMA includes support for third-party software products or components, you will need to place an order for updates to these specific products or components in addition to the SMA order described above.

2.6 Unsupported Products

For unsupported products you are not entitled to download, or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services of any kind for these unsupported products. Products purchased or downloaded for trial use, use with other supported products, or purchased or downloaded as replacement media may not be used to update any unsupported products.

Qognify (Part of Hexagon) may, at any time, at its sole discretion, exclude from the maintenance services any products or equipment that have been: (a) modified or repaired by anyone other than the Company Qualified Personnel, unless otherwise authorized by Qognify (Part of Hexagon) in writing; (b) subjected to unusual physical or electrical stress, whether such stress results from accident, neglect, misuse, failure of electrical power, air conditioning, humidity control, transportation, or any other cause, other than ordinary use; (c) relocated from its place of installation, unless otherwise authorized by Qognify (Part of Hexagon) in writing; (d) connected to, or integrated with, any systems or servers not recommended by Qognify (Part of Hexagon) to operate with the applicable Product, unless otherwise authorized by Qognify (Part of Hexagon) in writing; (e) any product that experiences an Error resulting from the Business Partner, reseller, System Integrator or Customer's use of the product or equipment other than in accordance with the applicable Documentation.

Qognify (Part of Hexagon) may, at any time and at its sole discretion, exclude from the maintenance services provided hereunder any software product that experiences an Error resulting from: (a) your use of the software other than in accordance with the applicable Documentation; (b) the introduction of data into any data structures or tables used by the software by any means other than contemplated by the applicable software Documentation; or (c) the modification of the software by anyone other than the Company Qualified Personnel, unless otherwise authorized by Qognify (Part of Hexagon) in writing.

2.7 Technical Contacts

Your technical contacts are the sole liaisons between you and Qognify (Part of Hexagon) for technical support services. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for any specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Qognify (Part of Hexagon) supported products and your Qognify (Part of Hexagon) environment in order to help resolve system issues and to assist Qognify (Part of Hexagon) in analysing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem/issue you are encountering and an ability to reproduce the problem/issue in order to assist Qognify (Part of Hexagon) in diagnosing and triaging the problem/issue. To avoid interruptions in support services, you must notify Qognify (Part of Hexagon) whenever technical contact responsibilities are transferred to another individual.

As a business partner, system integrator or reseller, the number of technical contacts will be determined by your business partner/reseller level, to the extent applicable. You may be charged a fee to designate additional technical contacts. Qognify (Part of Hexagon) may review service requests logged by your technical contacts and may recommend specific training to help avoid service requests that would be prevented by such training.

2.8 Product Updates

Update means a subsequent release of the product which Qognify (Part of Hexagon) generally makes available for product licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering/maintenance services that include software updates for such licenses for the applicable time period. Updates do not include any release, option or future product that Qognify (Part of Hexagon) licenses separately. Updates are provided when available (as determined by the Company at its sole discretion) and may not include all versions previously available for a product previously purchase from Qognify (Part of Hexagon). Qognify (Part of Hexagon) is under no obligation to develop any future products, features or functionalities. Any updates made available will be delivered to you or made available to you for download. You shall be responsible for copying, downloading, and installing the updates.

If you elect to place an order with Qognify (Part of Hexagon) Professional Services to perform any part of the update process for you, it will be your responsibility to provide the appropriate/necessary hardware equipment and software.

2.9 Right to Discontinue Support

From time to time, it may become necessary, as part of our product lifecycle policy, to discontinue support for certain product releases (including any embedded third-party products or components for which support has been retired by the manufacturer or vendor of such products) for which it is no longer practicable for us to offer support. Therefore, Qognify (Part of Hexagon) reserves the right to discontinue support for these products at any time, at its sole discretion. However, product releases that are expressly identified within our Product Lifecycle Support policy will be governed by the terms of the applicable Lifecycle Support Policy.

2.10 Third Party Vendor Specific Terms

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified and supported product, application, hardware platform, framework, database, and/or operating system configuration to continue to receive technical support services from Qognify (Part of Hexagon) under this SMA Policy.

3 Life Cycle Support

Life Cycle Support consists of the following service levels:
- Enterprise Support
- Extended Support

Patches for the current version of the product are available for free download.

3.1 Enterprise Support

Enterprise Support covers any product version released in the last 12 months and at a minimum the current and one prior release for HxGN dC3 Video, Qognify VMS, Ocularis, NiceVision and Cayuga software products.

For PSIM products (Qognify Situator/HxGN dC3 Orchestrator) Enterprise Support covers the last two releases.

Enterprise Support includes access to all patches and updates.

Extended Support begins at the time Enterprise Support expires and is available until the product release is discontinued and announced End-of-Life. The duration may vary from product to product.

Product Integration:

Any integration between Qognify (Part of Hexagon) products and 3rd party SDK/API or any other software components shall be limited to the specific version agreed upon in advance with the applicable customer, business partner, system integrator or end-user (unless required otherwise under a Statement of Work or any other commercial agreement between the parties). Any integration upgrade request by a customer, business partner, system integrator or end user shall require an advance written notice of ninety (90) days (unless required otherwise under a Statement of Work or any other commercial agreement between the parties), and shall be subject to an additional fee to be charged by Qognify (Part of Hexagon), subject to certain exceptions listed below. Further, any such integration upgrade shall require the full cooperation of the customer, business partner, system integrator or end user who will be responsible for providing Qognify (Part of Hexagon) any

necessary or applicable API, SDK or any other software component or environment necessary for the completion of the integration.

Notwithstanding the foregoing or anything contained herein to the contrary, it is agreed that the integration upgrade will be provided by Qognify (Part of Hexagon) free of charge (unless specifically agreed otherwise in any Statement of Work or commercial agreement) as long as: (i) the API supports the same commands and implementation process as the underlying API; (ii) no additional functionalities are required; and (iii) the integration upgrade development, validation and testing process shall not exceed the time/effort limitations listed in the table below per each integration. For the avoidance of doubt, it is agreed that the free of charge integration upgrade shall be limited to a maximum of twice per year.

Licensing Fee Classification	Maximum No. of days for Qognify (Part of Hexagon) to complete the integration upgrade process
Class A	2.5 working days
Class B	7 working days
Class C	10 working days
Class D	12 working days
Class E	15 working days

3.2 Extended Support (applicable only to VMS)

Extended Support may be available for certain Qognify (Part of Hexagon) products releases after Enterprise Support expires. When Extended Support is offered, it is generally available after the expiration of Enterprise Support and only for the terminal patch level release of a product. Since certain patches and updates may require architectural changes to the product, it remains the Company's sole discretion whether to fix a defect in the supported release or recommend an update to a newer release. You may upgrade to a newer version at any time.

To receive Extended Support, you will need a current SMA and placing an order for Extended Support for your site.

Unless otherwise stated in this SMA Policy, Extended Support for eligible product releases consists of the following:

- Product fixes, security alerts, and critical patch updates at our sole discretion
- Upgrade scripts (availability may vary by product)
- Assistance with service requests during standard business hours
- Access to the customer support systems specified in the Web-Based Customer Support Systems section

Product Integration:

Any integration between Qognify (Part of Hexagon) products and 3rd party SDK/API or any other software components shall be limited to the specific version agreed upon in advance with the applicable customer, business partner, system integrator or end-user (unless required otherwise under a Statement of Work or any other commercial agreement between the parties). Any integration upgrade request by a customer, business partner, system integrator or end user shall require an advance written notice of ninety (90) days (unless required otherwise under a Statement of Work or any other commercial agreement between the parties), and shall be subject to an additional fee to be charged by Qognify (Part of Hexagon), subject to certain exceptions listed below. Further, any such integration upgrade shall require the full cooperation of the customer, business partner, system integrator or end user who will be responsible for providing Qognify (Part of Hexagon) any necessary or applicable API, SDK or any other software component or environment necessary for the completion of the integration.

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Notwithstanding the foregoing or anything contained herein to the contrary, it is agreed that the integration upgrade will be provided by Qognify (Part of Hexagon) free of charge (unless specifically agreed otherwise in any Statement of Work or commercial agreement) as long as: (i) the API supports the same commands and implementation process as the underlying API; (ii) no additional functionalities are required; and (iii) the integration upgrade development, validation and testing process shall not exceed the time/effort limitations listed in the table below per each integration. For the avoidance of doubt, it is agreed that the free of charge integration upgrade shall be limited to a maximum of twice per year.

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Class E	15 working days

4 Maintenance Services

4.1 Severity Definitions

Service requests for supported Qognify (Part of Hexagon) products may be submitted by you online through our web-based customer support systems or by telephone. The service request severity level is assigned by you and the Company and should be based on the severity definitions specified below. As work progresses, the severity level may be adjusted.

Severity Level	Severity Level Definitions
Severity 1	Critical Business Partner/Reseller/System Integrator/Customer Business Impact: A failure in the operation of the solution or a solution component in a production environment that results in critical impact to the Business Partner/Reseller/System Integrator/Customer's business. No available Workaround.
Severity 2	Significant Business Partner/Reseller/System Integrator/Customer Business Impact: 1) An intermittent failure in the operation of the solution or a solution component in a production environment that results in a significant impact to the Business Partner/Reseller/System Integrator/Customer's business; or 2) A failure in the operation of the solution or a solution component in a lab or development environment that results in a critical impact to such lab or development environment. No available Workaround.
Severity 3	Minimal Business Partner/ Reseller/System Integrator/Customer Business Impact: A non-essential problem that results in diminished functionality of the solution or a solution component where the products are substantially operational. Includes reported issues with documentation.
Severity 4	No Business Impact: Issue(s) or questions(s) related to the solution or a solution component, but there is no impact on the Business Partner/Reseller/System Integrator/Customer operations.

4.2 First and Second Line Support

This section described the flow of work between Qognify (Part of Hexagon) and our Business Partners/Resellers/System Integrators/Customers in managing Service Incidents.

As a Business Partner/Reseller/System Integrator you are required to establish and maintain the organization and processes to provide "First Line Support" for the supported products directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported products; (ii) a direct response to users with respect to problems or issues with the supported products; (iii) a diagnosis of problems or issues of the supported products; and (iv) a resolution of problems or issues of the supported products.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues for the supported products, you may contact Qognify (Part of Hexagon) for "Second Line Support" by submitting a "Service Request".

4.2.1 Prior to Submitting a Service Request

These efforts shall include, but shall not be limited to: (a) assist a Named User with usage of the Products or the Documentation; (b) identify and document a reported problem in the Products and the issues causing the condition reported by a Named User; and (c) commence troubleshooting the reported problem ("Triage Support"). As part of Triage Support, the technical contacts shall: (i) document the reported problem; (ii) analyse or reproduce the reported problem or determine that the reported problem is not reproducible; (iii) resolve any Named User issue caused by an Error in the software for which Qognify (Part of Hexagon) has provided the needed support action to the technical contacts; (iv) identify and implement any Workarounds provided by the Company Personnel; and (v) maintain contact information and be available as an escalation point.

4.2.2 Submitting a Service Request

Upon completion of the Triage Support process, should the Technical Contact be unable to resolve an issue reported by a Named User, the Technical Contact shall: (a) submit a Service Request; (b) track new Service Requests and updates to existing Service Requests; and (c) provide sufficient information to Qognify (Part of Hexagon) for Qognify (Part of Hexagon) to duplicate the circumstances (if possible) indicating a reported Error. Throughout the duration of a Service Request, the Technical Contact shall: (i) where applicable, promptly approve Qognify (Part of Hexagon) implementation of Patch Releases, Hot Fixes, and Workarounds; (ii) reasonably cooperate with Qognify (Part of Hexagon), provide full information and remote (must have) or physical access to the Products, as well as the data relating to the operation of the Products; and (iii) provide the Company Personnel, with any key or other means required for undoing any type of encryption in the Products.

As a Business Partner/Reseller/System Integrator/Customer, you shall use reasonable commercial efforts to provide Qognify (Part of Hexagon) with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support.

Qognify (Part of Hexagon) may review service requests logged by your technical contacts and may recommend specific organization and process changes to assist you with the above recommended standard practices.

4.2.3 Second Line Support

Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported products and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported products so that such supported products perform in all material respects as described in the associated documentation. Remediation may be in the form of a Workaround, a Hot Fix or, if necessary, a Patch Release.

4.2.4 Remote Access

When Qognify (Part of Hexagon) considers it necessary for the performance of the maintenance services hereunder, as a Business Partner/Reseller/System Integrator/Customer, you shall promptly provide Qognify (Part of Hexagon) with full remote access to the Products, consistent with the customer's reasonable security requirements, and shall provide reasonable assistance and facilities as requested to expedite the performance of the maintenance services. Remote access will be accomplished through a secure LAN-to-LAN VPN tunnel, which can be created using the Company's VPN Concentrator, any applicable tools set forth in the Documentation and any other compatible device.

4.3 Hours of Support

4.3.1 Standard Hours of Support

If you are a customer, your business partner/reseller/system integrator is your primary provider of support, as they know your installation best.

You may reach Qognify (Part of Hexagon) support 24/7 electronically or by phone on business days from 9:00 AM to 5:00 PM EST (for AMR customers), or 8:30-17:00 CET (for EMEA and APAC customers), excluding holidays, or in accordance with the schedule applicable to your region.

4.3.2 Enhanced Enterprise Support

For certain products you may also be able to purchase Enhanced Enterprise support. Enhanced support levels may be combined with extended maintenance levels.

Remote Support Coverage	Enterprise Support	Enhanced Enterprise Support (to the extent applicable)
Severity 1 and Severity 2	Standard Hours	24h x 7days/week, 365 days/year
Severity 3 and Severity 4	Standard Hours	Standard Hours

Software Call Back Response Times Table (non-binding).

Call Back Response Time(*)	Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Enterprise Support SLA	1 Business Hour	2 Business Hours	Next Business Day	Next Business Day
Enhanced Enterprise Support SLA (to the extent applicable)	1 Hour	2 Hours	Next Business Day	Next Business Day

(*) Notwithstanding anything contained herein to the contrary and for the avoidance of doubt, it is acknowledged and agreed that all SLA response time and resolution time targets set forth in this SMA Policy: (i) are targets only; and (ii) are non-binding. Qognify (Part of Hexagon) shall use its reasonable commercial

efforts to meet the SLA response time and resolution time targets set forth herein and shall have no liability of any kind (to the extent permitted by applicable law) in the event these SLA response time and resolution time targets are not met.

5 Customer Support Data Protection Practices

To the extent you provide personal information to Qognify (Part of Hexagon) as part of our performance of technical support services, Qognify (Part of Hexagon) will comply with all applicable privacy and data protection laws, rules and regulations with respect to your personal data and information.

Please note that the technical support services are not designed to accommodate special security or privacy controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any sensitive data, such as protected health information or payment card data.

6 Contact Information

Telephone numbers and contact information:

Product	Website	Emails	Phone numbers	
PSIM (HxGN dC 3 Orchestrator/ Qognify Situator	https://hxgnsecurity.com/support-training/support-request/	support.security.sig@hexagon.com	USA Toll Free +1-866-8954607 USA +1-201-377-3408 UK Toll Free +44-800-0488305 UK +44-2031-501393 Israel +972-73-394-7900 Singapore +65-3163-3144	
NiceVision				
HxGN dC3 Video/QOGNIFY VMS/Cayuga/ BVI/ Umbrella		support.qvms.security.sig@hexagon.com	Germany +49 7251 9413015 +49 8996 1067699 Switzerland + 41 41 5087303	
HxGN dC3 Video/QOGNIFY VMS/Ocularis		support.ocularis.security.sig@hexagon.com	+1-845-201-5600 Ext.3	

7 Pricing

All prices under this SMA Policy are annual fees based on License List Price. Business Partner/Reseller discounts apply.

Enterprise Support	18% of License List Price
Enhanced Enterprise Support	24% of License List Price
Extended Support	24% of License List Price