

Maintenance Services Terms and Conditions

The parties' respective rights and responsibilities with respect to Maintenance Services are set forth herein.

1.0 DEFINITIONS

"Business Day" means the standard hours of coverage at the local IPC Branch Office, which are 8:00 A.M. to 5:00 P.M. local time on weekdays that are not local bank holidays unless otherwise published in the IPC Customer Portal.

"Critical Alert Equipment" has the meaning ascribed to it in Section 4 of this Exhibit A.

"Critical Alerts Services" means a monitoring service of the mission critical trading system and associated voice recording on a 24x7x365 basis. The service includes management of incidents to resolution and a daily alarm summary report.

"Critical Defect" means either: i) a defect that could cause the impairment of core elements of the system and ultimately result in a system outage; ii) a defect that could cause key system interactions / interdependencies such as data replication to fail; or iii) a defect that could cause severe and persistent degradation of core system telephony functionality for a group of users (in example: ability to call out, ability to receive incoming calls, ability to transfer a call).

"Customer Portal" means the online portal provided by IPC for Customer's use in conjunction with the Maintenance Services.

"Desktop Equipment" means: IPC provided hardware or software that generally resides on the traders (or other customer representatives) desk. Said equipment generally consists of: Turrets, handsets, microphones, local power supplies and IPC provided cabling.

"Functional Release" has the meaning ascribed to it in Section 2.3 of this Exhibit A.

"Inventory Statement" has the meaning ascribed to it in Section 5.1 of this Exhibit A.

"Maintenance Release" has the meaning ascribed to it in Section 2.3 of this Exhibit A.

"Major Failure" means a failure of the Software at an Installation Site to perform in accordance with the applicable Documentation that results in (a) the failure of 20% of the lines or 25% of the turrets; or (b) the complete failure of all voice recording capabilities at the Installation Site.

"Response Time" means the time between IPC receiving incident notification by Customer via approved methodology and the time that IPC has opened an incident ticket and assigned the ticket to a member of the technical team.

"Site Survey" has the meaning ascribed to it in Section 5.3 of this Exhibit A.

2.0 SCOPE OF SERVICES

2.1 General. IPC, subject to Customer's payment of the applicable Annual Fee and the provisions of the Agreement and this Exhibit A, will provide the Maintenance Services described in this Section during the Service Term.

2.2 Maintenance Services.

Included in the Annual Fee for Maintenance Services for Mainstream Software Support (see product life cycle document for details on legacy support and end of life software support):

- (i) Customer Portal and telephone trouble ticket logging on a 24 x 7 basis (Portal preferred);
- (ii) deliver and install Releases (if any) via Remote Access during the Business Day;
- (iii) error correction for Software via Remote Access during a Business Day;
- (iv) Any dispatch that IPC, at its sole discretion, determines is critical to IPC incident resolution; and
- (v) Implementation of patches or releases after local hours to correct Critical Defects on IPC products that are currently impacting the Customer's site.

For payment of an additional charge at the applicable Labor Rate:

- (i) any customer requested dispatched on-site Maintenance Services; and
- (ii) any remote access support provided outside of the Business Day.

In addition to the Labor Rates, where an engineer is dispatched to an Installation Site additional charges for transportation, lodging and meals may apply and the charge for each dispatch shall be a minimum of four (4) hours.

For payment of the applicable additional fees:

- (i) Critical Alert;
- (ii) Dedicated On-Site Technical Support; and
- (iii) Any Functional Release (as defined in Section 2.3 below).

2.3 Releases. IPC, at its discretion during the Service Term, may correct a defect or error in the Software by providing a Release that does not contain the relevant defect or error (a "*Maintenance Release*"). The Maintenance Release will be provided together with its installation via Remote Access at no additional cost during Business Days. In the event that Customer requires IPC to install the Maintenance Release outside of Business Days, the Release is included as part of Maintenance, but the service required for installation shall be billed in accordance with 2.2 above. Notwithstanding the foregoing, in the event the Release is addressing a Critical Defect in an IPC product and such problem is currently being experienced at the Customer site or that it is addressing a Critical Defect in an IPC product that the customer has not experienced (but that IPC is requesting being implemented) and Customer's governance policies prohibit any such installation in a Business Day, IPC will work with Customer regarding implementation of such a Release at no additional cost.

A Release produced by IPC to change or enhance functional specifications (a "*Functional Release*") may be made available to Customer at IPC's then current price.

Whether a Release is a Maintenance Release or a Functional Release will be determined by IPC in its sole reasonable discretion. In the event that Customer does not accept and implement a Maintenance Release in a reasonable period of time after IPC makes such available to it, IPC reserves the right to charge for any remediation work that is associated with issues that arise for Customer that would have been avoided had such Maintenance Release been accepted and implemented. Furthermore, Customer understands and acknowledges that continued refusal to accept and implement Maintenance Releases could result in the Product failing to work altogether (through no fault of IPC).

3.0 MAINTENANCE RESPONSE TIMES

A Representative may report defects or faults in the Software to IPC. The Representative shall contact IPC through the Customer Portal, telephone numbers or other methods made known to the Customer by IPC from time to time. When contacting IPC, the Customer shall provide the information reasonably required by IPC to log the defect or fault and assign a severity. IPC will log the Customer's report and will use commercially reasonable efforts to correct such defect or fault in the Products during Business Days. During the Business Day, IPC will begin remote investigation of the report via Remote Access, or, in the case of on-demand, token based or other Customer controlled remote access, request Remote Access within the following time periods after Customer's report of the defect or fault to IPC. SLA metrics outlined below are only available beginning upon when Customer raises such matter through the Customer Portal.

Response Time		
During Business Day	Remote Access	No Remote Access
Major Failure	1 hour	3 hours
Minor Failure	2 hours	6 hours
Outside of Business Day (subject to charges at the applicable Labor Rate).		
Major Failure	2 hours	6 hours
Minor Failure	No SLA	No SLA

3.1 Standard Maintenance. IPC will first address all issues remotely (VPN) and Customer must cooperate in good-faith with IPC's remote service technicians. In the event IPC determines that it is necessary to dispatch a technician to Customer's site, then this is covered under the standard maintenance fees in accordance with the Response Times above.

3.2 Dispatch Only and Dispatch On Demand. In the event that Customer requests to only receive Dispatch service or Customer demands Dispatch service in an incident before or in lieu of IPC making the determination that Dispatch is necessary, IPC will provide such service, but additional fees will apply and the standard Response Times above shall not apply.

4.0 CRITICAL ALERTS EQUIPMENT. IPC, in connection with Critical Alerts Services, may provide and install such additional network monitoring and other equipment at one or more Installation Sites as IPC determines appropriate (the "*Critical Alerts Equipment*"). Title to the Critical Alerts Equipment will remain with IPC and will at no time pass to Customer. Customer may use the Critical Alerts Equipment solely in connection with the Critical Alerts Services and will not acquire any other rights in it or be allowed to alter, modify or repair the Critical Alerts Equipment without IPC's prior written permission. On the termination or expiration of the Service Term, Customer will grant IPC the opportunity during normal business hours to enter each Installation Site and recover the Critical Alerts Equipment, or arrange for the return of the Critical Alerts Equipment to IPC at Customer's sole cost and expense.

5.0 MAINTENANCE FEES AND PRODUCT INVENTORY REVIEW. IPC will adjust the Annual Fee prior to the beginning of each Service Year to take into consideration any change in the number of units of Software under maintenance (pursuant to Section 10 below):

5.1 Approximately ninety (90) days prior to the beginning of each Service Year, IPC will send to Customer a statement setting out changes in the number of units of Software at each Installation Site together with the adjusted Annual Fee ("*Inventory Statement*"). Customer will have fifteen (15) calendar

days from the date of Customer's receipt of the Product Inventory Statement to dispute in good faith the amount or type of Software at the Installation Site set forth in the Inventory Statement.

5.2 In the event Customer does not so dispute, Customer shall be deemed to have agreed that the Inventory Statement is correct and Customer shall pay the Annual Fee consistent with the Inventory Statement.

5.3 In the event Customer disputes the amount or type of Software at any or all Installation Sites as set forth above, Customer and IPC will use all commercially reasonable efforts over the next fifteen (15) calendar days to resolve the disparities. IPC during this period may inspect and confirm the inventory of Products at each such Installation Site where Software inventory levels are disputed ("*Site Survey*"). The Site Survey may be conducted remotely and by inspection of such records of Customer as IPC may reasonably require to complete the Site Survey. If IPC is unable to perform the Site Survey remotely or Customer otherwise requests, IPC, for charges at the applicable Labor Rate and Call Out Charges as applicable, may perform the Site Survey by physical inspection of the Installation Site at times mutually agreed to by Customer. Customer shall grant (or shall procure that any relevant third party shall grant) IPC access to the Installation Site(s) in question for the purpose of conducting the Site Survey(s). IPC shall provide Customer with the results of the Site Survey(s) and, if applicable, a revised Inventory Statement. At the conclusion of the latter 15-day period described herein, if applicable, IPC will issue revised Inventory Statements consistent with the results of the Site Survey and issue an invoice for the adjusted Annual Fee, which shall then become due and payable.

6.0 **LIMITATIONS.** Notwithstanding any other provision of the Agreement (including this Exhibit A), Maintenance Services do not cover any wear items of Equipment (including: handsets, mics, local PSA, connectors, IPC supplied cables, etc.) or the items listed in this Section 6.

If IPC provides to Customer any of the following, IPC will be entitled to charge the Customer on a time and materials basis in accordance with the current applicable Labor Rate:

(a) Maintenance Services for any version of software that is not on "Mainstream Software Support" (such other support is subject to the terms, rules and conditions outlined in the current product life cycle document that is posted in the customer portal).

(b) Services necessitated by acts or omissions of Customer or third parties not engaged by IPC in connection with the provision of the Software and/or Maintenance Services including without limitation (i) failure to create and preserve reasonable backup copies of its data and other business information and records, perform accuracy checks on a routine basis, and take such other precautions as may reasonably be required to detect and guard against possible malfunctions, loss of data, or unauthorized access to the Software, (ii) improper storage, operation or installation of the Products; (iii) except in accordance with written instruction from IPC, any modification, alteration or addition to the Products, (iv) use of the Products in conjunction with any other equipment, product, software or service not supplied by IPC, (v) accidental damage, hazard, natural disaster, failure or fluctuation of electrical power or environmental conditions, or electrical or other work external to the Products, or other harm to the Products aside from normal wear and tear or (vi) failure to install an IPC-provided Release to fix a known defect or failure in the Software within ninety (90) days after IPC makes the Release available to Customer.

(c) Services necessitated by any virus, trojan horse or worm or unauthorized access to the Products.

(d) Services relating to Customer's use of the Products other than in accordance with normal operating procedures as described in the Documentation or as otherwise notified in writing to Customer by IPC.

(e) Services necessitated by or relating to (i) any malfunction of any operating system or other software, hardware, telecommunications systems or other aspect of the Software's operating environment not proprietary to IPC, or (ii) Customer's modification of the operating environment for the Software, (including without limitation the implementation of vendor-supplied error corrections, patches, updates upgrades or enhancements to the Customer's operating system or other Third Party Software even if IPC

makes them available for download by Customer).

(f) Monitoring, troubleshooting or correcting any problems on Customer's network, or Services necessitated directly or indirectly as a result of Customer's use or operation of its network.

(g) Services relating to monitoring Products.

7.0 RELATED PROVISIONS

7.1 Coverage. During the Service Term, Customer shall purchase Maintenance Services for all Software IPC delivers pursuant to the Agreement and on any IPC products that will interoperate with the IPC Infrastructure purchased under the Agreement. IPC does not permit customers to exclude Software from Maintenance Services based on function, purpose, location or any other factor aside from destruction or disposal.

7.2 Reinstatement. If Customer fails to purchase Maintenance Services or, having purchased them, allows such Maintenance Services to lapse, Customer may reinstate Maintenance Services in accordance with the then-current IPC Reinstatement Policy. For the avoidance of doubt, in the event IPC suspends Maintenance Service due to Customer's non-payment, this shall be considered lapsed Maintenance Services.

7.3 Customer Provisioned VM Environment. Customer must ensure that any service work that it performs (or contracts another entity besides IPC to perform) does not impact the IPC elements running on the Customer's VM instances and that it proactively notifies IPC of any work on said infrastructure. Remediation work that is required from IPC as a result of customer actions is not covered under maintenance and shall be billed in accordance with the applicable Labor Rate.

7.4 Day Two Best Practices. Customer is responsible for adhering to IPC's "Day Two Best Practices" document which includes various obligations that Customer must follow in order to maintain proper system operation (such as monitoring alarms, clearing alarms, etc.).

8.0 CUSTOMER SMART-HANDS EQUIPMENT PROGRAM. If Customer has a Warranty or Maintenance claim with regards to Desktop Equipment that is covered by IPC Warranty or Maintenance, it shall contact IPC and the parties will make arrangements for IPC to ship replacement Desktop Equipment to Customer. The customer will receive the Desktop Equipment, perform all activities associated with replacing the non-functioning device(s) and ship the non-functioning Desktop Equipment to IPC (at no additional cost, not to exceed 10 business days for IPC's receipt). In the event IPC does not receive the Desktop Equipment within 10 business days, it shall invoice Customer for replacement costs.

This shipment procedure will be the extent of the Warranty or Maintenance service for Desktop Equipment. If Customer wishes to have extra Desktop Equipment onsite to help mitigate delay time with regards to Equipment warranty or Maintenance issues, it may contact IPC and make such arrangements (additional fees may apply). If the customer needs IPC support (including remote support) to assist with the initialization of the Desktop Equipment provided through the replacement process it may contact IPC and make such arrangements (additional fees may apply).

For avoidance of doubt, cosmetic degradation, customer abuse or neglect and related site damage are not covered under Warranty or Maintenance. Any requests for replacements in these categories will be fee based.

9.0 SUBCONTRACTING. Notwithstanding anything to the contrary in the Agreement, IPC may delegate or subcontract any of its obligations hereunder to a third party without the prior written consent of Customer. In the event such delegation or subcontracting occurs, the third party to which such rights or obligations are delegated or subcontracted (hereinafter, the "IPC Authorized Subcontractor") shall be bound by the terms and conditions of the Agreement applicable to IPC and IPC shall not be released from

its responsibility for its obligations under the Agreement, and any failure by such third party to comply with the terms hereof shall constitute a breach of the Agreement by IPC. IPC shall also be solely responsible for all payments due to such IPC Authorized Subcontractor.

10.0 Maintenance Adjustment

10.1 Process. In the event that Customer chooses to reduce the quantity of Unigy software services at their location, IPC will present to the Customer options to reduce said services via its Maintenance Adjustment process (including dormancy and termination options). IPC reserves the right to refuse reductions that are either too insignificant or too extensive as it relates to the quantities under Maintenance. Licenses for voice recording services can only be reduced if IPC's Voice Recording partner approves said changes, and may require complete termination of the associated license.

10.2 **Adjustment Effect.** License quantities that are either made dormant or terminated will be removed from a Customer's inventory and will be unavailable for Customer use. Licenses made dormant will have a reduced Maintenance fee and will be available for a customer to reinstate in the future via IPC's MAC process. Licenses that are terminated, rather than made dormant, will have to be repurchased at the then-current rates and subject to applicable Maintenance fees if the Customer desires subsequent use. In all cases IPC will charge an implementation fee for the work associated with generating and applying the new appropriate license with respect to the adjusted quantities. Said fee will be processed via a MAC (minimum of 4 hours) and will use the then-current MAC rate table.

10.3 **3rd Party Maintenance.** 3rd Party products and services purchased and/or maintained via IPC may have bundled discounts included on certain services (including APIs provided by IPC). Should Customer choose to move their maintenance directly to the 3rd Party, these bundled discounts will no longer be applicable and Customer may be subject to increased maintenance fees (including a maintenance fee on APIs).