

MAINTENANCE AND SUPPORT

These terms set out the provision by The Foundry Visionmongers Ltd. (“**Foundry**”) of, and Licensee’s entitlement to receive and use, maintenance and support services for Foundry’s Software (these “**Maintenance and Support Terms**”). Any defined terms used but not defined herein, shall have the meaning given to them in Foundry’s EULA (found at www.foundry.com/eula).

1. MAINTENANCE AND SUPPORT TERMS & SUPPORT ENTITLEMENTS

1.1 Licensee Classifications

Each Licensee shall be categorised into one of four Licensee Classifications depending on the type of License they have purchased as follows:

License Type	Licensee Classification
Licensee who has purchased and holds a current Subscription License, current Enterprise License (or current Rental License, if offered by Foundry and applicable).	A
Licensee who has purchased and holds a current Educational License.	B
Licensee who has purchased and holds a current Graduate License.	C
Any other Licensee (including any Licensee who has purchased and holds a current Non-Commercial License, Nuke Indie License or Student License).	D

1.2 Entitlement to Receive Maintenance and Support

In accordance with, and subject to, the terms of the Agreement and these Maintenance and Support Terms, during the Subscription Period, a Licensee may be entitled to access, and Foundry may provide, different levels and/or types of Maintenance and Support for Licensee’s Licenses depending on the Licensee’s License Classification as follows (where a “√” indicates available access):

Licensee Classification	Maintenance and Support Services					
	Updates	Support via Support Portal	License and install support (via Support Portal)	Bug reporting (via Support Portal)	Bug Tracker	Community forums, online help and documents
A	√	√	√	√	√	√
B	√	√	√	√	√	√
C	√		√	√	√	√
D			√*		√	√

* for a period of thirty (30) days following initial License purchase.

All Maintenance and Support shall be included within an applicable License. Foundry shall no longer offer Maintenance and Support independently from a License.

1.3 Acceptance

Licensee acknowledges and agrees that if it purchases, requests, accepts, or makes use of any of the Maintenance and Support services offered by Foundry, it will be bound by these Maintenance and Support Terms, and any associated, additional or modified Foundry policies or materials, as may be issued by Foundry from time to time, and such terms shall form a part of, and will be incorporated by reference into, these Maintenance and Support Terms.

1.4 Changes

Foundry reserves the right at its discretion to change or add any maintenance and support entitlements or benefits to any Maintenance and Support from time to time, without prior notification to the Licensee. FOUNDRY DOES NOT GUARANTEE THAT IT WILL MAKE AVAILABLE, AND THE LICENSEE ACKNOWLEDGES THAT IT MAY NOT RECEIVE, ANY PARTICULAR BENEFIT DURING THE SUBSCRIPTION PERIOD.

1.5 Restrictions

The Licensee may not share, distribute, rent, loan, sell, sublicense or otherwise transfer or market any Maintenance and Support to or with any other person or entity without Foundry's prior written consent. Maintenance and Support entitlements may only be accessed and/or used by Foundry's authorized Licensees (in accordance with clauses 1.1 and 1.2 of these Maintenance and Support Terms), and may not be shared with any third party.

1.6 Licensee's obligations

1.6.1 If the Licensee is a business, it will notify Foundry of the names of up to two employees who shall then become the technical representatives of the Licensee for the purposes of receiving Maintenance and Support in accordance with these Maintenance and Support Terms ("**Licensee Representatives**"). For those Licensees holding an Educational License, only faculty members of the relevant educational institution shall be eligible to be act as Licensee Representatives.

1.6.2 The Licensee shall co-operate with Foundry in requesting Maintenance and Support and shall provide any assistance or information as may reasonably be required by Foundry, including in relation to the diagnosis of any faults.

1.6.3 The Licensee shall submit all requests for support: (a) via its Licensee Representatives; (b) together with adequate, complete and accurate information, including, but not limited to: (i) steps to reproduce the issue, and (ii) sample scripts so that the support team can reproduce the issue; and (c) otherwise in accordance with these Maintenance and Support Terms. Foundry reserves the right to reject, and shall have no obligations under clause 2.2 of these Maintenance and Support Terms in respect of, support requests where it reasonably determines that such requests do not meet any of the requirements of these Maintenance and Support Terms.

1.6.4 The Licensee acknowledges that it is exclusively responsible for: (a) reviewing any new updates; (b) ensuring that its staff are trained in the proper use and operation of Foundry's Products; (c) making regular backup copies of its data to ensure recovery of its data if any of Foundry's Products malfunction; and (d) the selection, use of and results obtained from any other programs, equipment, materials or services used in conjunction with the Software.

1.7 Updates

1.7.1 Foundry may from time to time and in its sole discretion issue updates or upgrades to a product's existing version, comprising bug fixes and/or feature enhancements. Subject to this clause 1.6 of these Maintenance and Support Terms, Maintenance and Support will only apply to the latest product version commercially released by Foundry at the relevant time except in the case of Licensees who fall within Licensee Classification "A" (see the table at clause 1.1 of these Maintenance and Support Terms) for whom Maintenance and Support will apply to the latest product version and any prior versions released within the previous eighteen (18) months. Foundry

will endeavour to provide news of updates to the technical representatives of the Licensee. If Foundry releases an update and the Licensee decides not to acquire and install such update, Foundry shall not be obligated to correct errors or provide bug fixes in relation to any earlier releases or undertake any attempts to fix issue in such earlier releases, other than offering the update to the Licensee .

1.7.2 Security updates:

- a) Foundry will use reasonable efforts to provide security updates for material vulnerabilities during active support periods.
- b) Security updates are provided 'as is' without warranty and Licensee assumes all risks associated with installation.
- c) Foundry may discontinue security updates for any Software version older than eighteen (18) months.
- d) Licensee's failure to install security updates within 90 days of availability releases Foundry from related liability.
- e) Foundry reserves the right to charge additional fees for security updates outside standard support periods.
- f) End-of-Life security support:
 - a. Foundry will endeavour to provide, where possible, 6 months advance notice of end-of-life designation.
 - b. Foundry has no obligation to provide updates for end-of-life Software.

1.8 **Disclaimer**

FOUNDRY DOES NOT GUARANTEE, REPRESENT OR WARRANT SUPPORT RESULTS, SUPPORT RESPONSE TIMES, IDENTIFICATION OF ALL VIRUSES, OR THAT ALL ERRORS AND BUGS WILL BE CORRECTED.

1.9 **Maintenance and Support for End of Life**

In relation to Software product(s) that are designed EoL in accordance with the Agreement, unless otherwise provided, Foundry agrees not to discontinue the support for any Software until the relevant Subscription Period expires.

If Foundry discontinues the distribution and/or development and support for a particular Software, support services for any remaining Software shall not be adversely affected; provided however, that Foundry reserves the right to alter Maintenance and Support for any remaining Software, from time to time, but in no event shall such alterations to any remaining Software made during the relevant Subscription Period result in: (a) diminished support from the level of support set forth in these Maintenance and Support Terms; (b) materially diminished obligations for Foundry; or (c) materially diminished rights of Licensee.

1.10 **Usage**

It will be assumed that users of Software are generally familiar with the Software and with the use of licensing tools and networking infrastructure. Foundry may restrict the use of its Maintenance and Support if the Licensee repeatedly makes requests for information, which is contained in the relevant Software Documentation. Foundry is not responsible for advising on setting up a network to allow the Software to function.

1.11 **Service exclusions**

Foundry does not provide on-site support services. Foundry does not provide support for and shall not be responsible for the operation of or any defects arising from third party software/gizmos/plugin

unless otherwise stated on Foundry's website. For details of out of scope services please see clause 3 of these Maintenance and Support Terms.

2. ACCESS TO FOUNDRY'S SUPPORT TEAM

2.1. Support Portal

Licensee may be entitled to support via the online portal (as determined in accordance with clause 1.2 of these Maintenance and Support Terms) and issues may be posted to the support team using Foundry's Support Portal accessed here: <https://support.foundry.com/hc/en-us> ("**Support Portal**"). Foundry's support hours are 09.30 to 17.30 (GMT/BST) and 08.30 to 17.00 (PST/PDT) Monday to Friday (excluding U.K. and U.S. public holidays respectively).

2.2. Foundry's undertaking

Foundry will use reasonable efforts to:

2.2.1. acknowledge receipt of a Licensee's support request (via email);

2.2.2. provide a short status report to the Licensee within a reasonable time; and

2.2.3. where possible, provide a remedy that may include error correction or workarounds. Alternatively, the issue may be identified as a problem with the Software and the Licensee will be provided with a bug tracking ID in the Support Portal, which can be followed to identify when an update is issued to correct the bug.

2.3. Ticketing

Foundry's support team utilize a ticket system to manage communications with Licensees. Communications from Foundry's support team will be done via email and tickets will be available to view or manage via the Support Portal. At the Licensee's request, Foundry may provide the Licensee with the ability to view all Support Portal tickets raised by the Licensee. If Foundry grants such a request, the Licensee will be responsible for notifying Foundry's support team in the event that access to the Support Portal should be revoked in due course (e.g. if a Licensee's employee's contract is terminated). All support requests logged via the Support Portal will be assigned a unique identifier. This unique identifier should be used whenever the Licensee contacts Foundry. Support requests submitted outside the Support Portal (e.g. which may be sent to Foundry employees' or otherwise) will not be considered valid support requests and Foundry's support team will be under no obligation to address such requests in accordance with this Maintenance and Support Agreement. Valid support request eligible for support in accordance with this Maintenance and Support Agreement must be logged via the Support Portal and have a ticket ID. Each support ticket must be related to one question. Foundry may ask the Licensees to split support tickets if those relate to multiple questions in order to ensure that all support questions are properly addressed and a support engineer with the relevant skills is assigned to the Licensees' requests.

2.4. Licensee identification

Foundry reserves the right to ask Licensees for identification details in order to confirm that the Licensee is an authorized Licensee (e.g. in the event that it is unable to do so based on the information provided in a support ticket). To help Foundry track down a Licensee's support entitlements, Licensees are required to email support requests from the email account associated with the Licensee's Maintenance and Support.

2.5. Urgent requests & deadlines

The Licensee may advise Foundry in writing at the time of creating the support request ticket of any urgent deadlines that Foundry should be aware of. Foundry will use reasonable efforts to accommodate any deadlines notified to it in accordance with these Maintenance and Support Terms, but it does not warrant or represent that such deadlines or any other timelines can be met in all cases.

2.6. Educational

For Licensees who have an Educational License, Foundry will provide any support only to the nominated contact (i.e. Licensee Representatives) at educational institutions that are Licensees of Foundry. Students

who require support should contact their course tutor or other nominated contact as applicable, who may then contact Foundry for support.

3. OUT OF SCOPE SERVICES

3.1. Exclusions

The following matters are excluded from Maintenance and Support: (a) queries related to license purchase or a quote for Foundry's products - please contact Foundry Sales team at licenses@foundry.com; and (b) non-core product functionality queries, such as customizations of Software. Before sending Foundry a support request or bug report, the Licensee should attempt to reproduce the issues without any local customisation applied to the product at runtime; (c) network configuration - if an issue is related to DNS, network traffic, VM, RAID, VPN configuration etc., the Licensee may be asked to refer to their internal system administrators; (d) any faults or issues related to hardware of any type; and (e) other third-party software cannot be supported or recommended, unless expressly stated or advertised on Foundry website or with specific Software. Questions or issues arising in connection with any third-party software should be raised by Licensees directly with the vendor.

Foundry encourages Licensees to discuss customization problems on Foundry's community product forums (available at <https://community.foundry.com/>) as these have a mix of new and experienced users participating, including Foundry staff. Foundry's community product forums are an open community and not an official support platform.

3.2. Operating systems

If the Licensee chooses to use an operating system that has not been tested with Software, Foundry cannot guarantee that its products will work as stated. Licensees are requested to check the release notes for the relevant product as made available on Foundry's website for currently supported operating systems. If the Licensee proceeds to install Software on unsupported systems, the Licensee does so at their own risk and will be unsupported.

3.3. Host systems

If the Licensee decides to use a host system that has not been tested with Foundry's plug-in products, Foundry cannot guarantee that its products will work as stated. Licensees are requested to check Foundry's website regularly for currently supported hosts and versions. If the Licensee would like to use Foundry's plug-ins on a host system that is not presently supported, a request should be sent to Foundry's support team.

3.4. Pre-release programmes

If the Licensee is participating in an alpha or beta programme for one of Foundry's pre-release products, all queries should be directed to the contacts stated in the initial alpha or beta programme invitation, however, Foundry is not obligated to provide the Licensee with any maintenance, technical or other support. If the Licensee encounters licensing issues while installing the pre-release product, it can contact the support team.

4. MAINTENANCE AND SUPPORT FEES

If applicable, the Licensee may be charged and agrees to pay to Foundry Maintenance and Support Fees (the price paid by a Licensee to Foundry for Maintenance and Support) as notified by Foundry plus any/all applicable taxes or other duties or levies. Foundry reserves the right to increase any such Maintenance and Support Fees from time to time.

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