



MAINTENANCE AND TECHNICAL SUPPORT SERVICES AGREEMENT

This Agreement is entered into between RGB Spectrum ("RGB") and the user authorizing the installation ("Licensee") as of the Agreement Start date ("Effective Date") as defined in Section 11.

By purchasing Maintenance and Technical Services from RGB, Licensee agrees to the maintenance and support terms and conditions stated below.

1. **Scope.** This agreement covers maintenance and technical support services for the RGB System software ("Software") and/or hardware ("Hardware") purchased from RGB.
2. **Software.** The software encompasses the following if included in the system: Server, Client, and/or Remote Host software applications and product firmware supplied by RGB as part of the Licensee's purchase order. Software provided by an integration company, dealer, or any other third-party is not covered by this agreement.
3. **Hardware.** The hardware includes all physical equipment supplied by RGB as part of the Licensee's purchase order. Hardware provided by an integration company, dealer, or any other third-party is not covered by this agreement.
4. **License Agreement.** All appropriate provisions listed in each Software license agreement are herein confirmed and remain in full force and effect.
5. **Multiple Unit Orders.** If there are multiple units on a single purchase order, each unit may have differing renewal fees and payment schedules.
6. **Fee and Payment Schedule.** The annual renewal fee shall be provided by RGB as part of the original purchase order or upon request. Payments are due on the first day of the period covered under this agreement and coincide with the beginning of the license period.
7. **Software Updates and Upgrades.** Updates to the Software are denoted by a change in the version number following the decimal point. Upgrades to the Software are denoted by a change in the version number preceding the decimal point.
8. **Maintenance.** During the term of the agreement, provided that the Licensee is current with fees due hereunder, RGB shall make available to Licensee all updates to the Software when such updates are made generally available to other RGB licensees. Bug fixes and error corrections shall be made available to Licensee in the next available update made generally available to all RGB licensees.
9. **Software Upgrades.** Provided that the Licensee is current with the fees due hereunder, the Licensee may be entitled to a discount for software upgrades when a discount is made available to all RGB Licensees.
10. **Technical Support.** RGB shall provide Licensee with technical support for the System during RGB's standard support hours as set forth in Section 14 of this Agreement. Technical support shall include telephone, e-mail and/or web-based support for integration assistance, suggested implementations, work-arounds, and related assistance for the System under license.



11. **Agreement Start.** Services and support mentioned in this agreement shall commence on the Effective Date which is defined to be the beginning of the System installation or 30 days after shipment from RGB, whichever comes last.
12. **Agreement Duration.** This agreement shall remain in effect for one year from the Effective Date and is renewable for the same fee and payment schedule listed in Section 6 above.
13. **Contact Information for Technical Support.** Licensee may contact RGB's technical support team as follows:
 - a. Via RGB's support web site at rgb.com/support
 - b. Via e-mail at tech@rgb.com
 - c. Via phone at +1-510-401-9998, option 1
14. **Standard support hours.** Standard support hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. Pacific Time, excluding weekends and holidays.
15. **General Contact Information for RGB.**

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