

## **PART C – SOFTWARE TERMS**

*This Part C applies where RSG makes available software, API, mobile app, or software-as-a-service to Customer.*

1. **Installed Software.** Where an Order Form indicates that the Licensed Delivery Method is “Software – Installed”, the following terms apply in addition to those set out in Part A of this Agreement:
  - 1.1. Customer may install the Licensed Product on its own, or a service provider’s hardware, at the locations specified in the Order Form, for Customer’s internal business purposes only, subject to the conditions in this Agreement and within the license scope set out in the Order Form and Part A of this Agreement. Where the Order Form indicates that the Term for a Licensed Product is “perpetual”, Customer may continue to use the Licensed Product at its own risk without any entitlement to support, updates or upgrades, after the term of any support ends.
  - 1.2. RSG may provide periodic upgrades and maintenance for the Licensed Product during the term of any support contract with Customer. Customer must promptly apply or install all updates and upgrades.
  - 1.3. Where the Order Form indicates that an installed software Licensed Product is provided for a fixed term only, RSG may require Customer to obtain a new key or other access mechanism at the end of the fixed term if Customer wishes to continue its use of the Licensed Product on the same basis.
2. **Restrictions.** Other than using a software as a service Licensed Product via the internet, Customer must not: (a) use the Licensed Product on any network configured for multiple simultaneous users of the Licensed Product; (b) electronically transmit the Licensed Product from one computer to another or allow multiple computers to access the Licensed Product over a network; (c) sell, duplicate, transfer, or in any other way commercially exploit the Licensed Product, or any part thereof.
3. **Reporting.** Where the Order Form states that Customer will pay volume-based or usage-based Fees, Customer will provide a report of such usage on RSG’s reasonable written request, and in any event not less frequently than once per calendar quarter.
4. **Support.** Where an Order Form indicates that RSG will provide support services, RSG will provide Customer with RSG’s standard technical support services via phone, e-mail, or site visits as deemed necessary by RSG for the term stated on the Order Form. Where the Order Form does not state a term for support services, the term of the support services is 12 months from the date of the Order Form. Unless otherwise stated in the Order Form, Customer will provide support to Authorized Users and RSG will have no responsibility for supporting or communicating with Authorized Users. RSG has no obligation to provide support services for previous versions of the Licensed Product or where Customer has not promptly installed updates made available by RSG.
5. **Warranty.** Where the Order Form indicates that the Licensed Product type is “Software – Installed”, RSG warrants that the Licensed Product will function materially in accordance with RSG’s relevant specifications for a period of 90 days from the date of the relevant Order Form. Where the Order Form indicates that the Licensed Product type is “SaaS” or “App”, RSG warrants that the Licensed Product will function during the Term materially in accordance with RSG’s relevant specifications for the Licensed Product. Customer’s sole and exclusive remedy for RSG’s breach of the warranties in this clause 5 will be that RSG will use commercially reasonable efforts to correct such errors or modify the Licensed Product to achieve the material functionality described in the relevant specification within a reasonable period of time.
6. **End User License Agreements.** Where the Licensed Product requires that a Authorized User accepts an end user license agreement (a “EULA”), the parties agree that the Agreement between RSG and Customer will supersede the terms of such EULA for so long as the Authorized User is a Authorized User of Customer and that Customer, rather than the Authorized User, contracts with RSG for the Licensed Product on the terms of the Agreement.