



Event Engine™ Annual Maintenance Agreement

Premium Support & System Optimization for the Event Engine™ High-Performance Middleware System

These Annual Maintenance Agreement terms (the “Agreement”) describe the maintenance, support, and optimization services that Factory Data Systems, LLC (“FDS,” “we,” or “us”) provides for the Event Engine™ high-performance middleware system (the “System”). The Agreement applies between FDS and the licensee that purchases annual maintenance for a licensed Event Engine™ installation (“Customer” or “you”). Annual maintenance is purchased through the FDS licensing website; the order confirmation identifies the Customer, the covered license, the fee paid, and the maintenance term, and completing that purchase constitutes acceptance of these terms. No signature is required. This document is published for informational purposes so that prospective and current customers can review what annual maintenance provides before purchasing.

Applicability: Annual maintenance is required for perpetual Event Engine™ licenses that wish to remain current. Event Engine™ subscription licenses include maintenance and support for the subscription term — subscription customers do not purchase this Agreement separately.

Coverage Summary

The following terms apply to every Annual Maintenance Agreement. The fee and the specific term dates for your purchase appear on your order confirmation.

Coverage	One licensed Event Engine™ installation, identified by the license key on the order confirmation
Effective Date	Date of purchase, as shown on the order confirmation
Term	Twelve (12) months from the Effective Date
Annual Maintenance Fee	As published on the FDS licensing website at the time of purchase; priced by license tier
Payment	Paid in full at the time of purchase through the FDS licensing website
Renewal	Purchased at any time; a renewal bought while maintenance is active extends the existing expiration date (co-terminous)
Included support hours	Five (5) hours per Term
Support coverage window	8:00 a.m. – 5:00 p.m. Eastern, Monday – Friday, excluding FDS-observed holidays
Software entitlement	All Event Engine™ releases published during the Term; for perpetual licenses those versions remain licensed permanently
Scheduled maintenance review	One (1) annual review per Term, performed remotely

Work outside the scope of the Services described in this Agreement — including support beyond the included hours, onsite work, travel, and out-of-scope or third-party items — is not included in the Annual Maintenance Fee and is quoted separately in writing before the work is performed.



1. Maintenance Services

During the Term, FDS will provide the maintenance and support services described below (collectively, the “Services”). The system audit and diagnostic activities in Sections 1.2–1.4 and 1.6 are performed as part of a scheduled annual maintenance visit; priority support under Section 1.5 is available on an ongoing basis throughout the Term, subject to the included-hours limit and the service levels in Section 2.

1.1 Software Updates & Enhancements

- All Event Engine™ releases published during the maintenance Term, including maintenance releases and version updates, are included and may be downloaded and installed.
- Versions published during an active maintenance Term remain licensed permanently on a perpetual license. If maintenance lapses, the installed version continues to run without restriction; releases published after the maintenance expiration date require a current maintenance Term.
- Security patches, applied subject to governing IT rules and requirements.

1.2 System Health & Diagnostics Review¹

- Annual system audit.
- PLC communication validation.
- Performance and throughput analysis.
- Error log and exception review.

1.3 Backup & Disaster Recovery Verification

- Configuration backup.
- Backup restore test.²

1.4 Event & Tag Diagnostics

- Review of recurring errors.
- Identification of bottlenecks.
- Validation of tag mappings.

1.5 Support Services

- Priority support in accordance with the service levels in Section 2.
- Five (5) support hours included per Term.³
- Support hours consumed beyond the included allotment are not included in the Annual Maintenance Fee and are quoted separately. FDS will track support time and provide a usage summary upon request.

1.6 Preventive Maintenance

- Windows update validation, disk space and antivirus rule review, and system resource-use review.

¹ This Agreement does not include continuous system monitoring, managed services, 24/7 support, or guaranteed uptime unless expressly stated in a separate written agreement.

² Backup verification and restore testing are performed on a best-effort basis and do not guarantee the availability, completeness, or integrity of customer backups.

³ Included support hours do not roll over and do not apply to new functionality or development work.



Following the scheduled annual maintenance review, FDS will provide Customer with a written maintenance summary identifying the items reviewed, material findings, recommended corrective actions, and any out-of-scope work recommended for separate quotation.

The annual scheduled maintenance review is performed remotely unless onsite work is separately quoted.

2. Priority Support & Service Levels

“Priority support” means FDS will acknowledge and respond to support requests within the target response times below, measured during the support coverage window stated in the Coverage Summary. Response times reflect FDS’s commitment to begin working a request; they are not guaranteed resolution times. Severity is assigned by FDS in good-faith consultation with Customer.

Severity	Description	Target Response
1 – Critical	Production System down or Event Engine not processing events; no workaround; material operational impact.	Within 6 business hours
2 – High	Major function impaired or degraded; a workaround may exist; significant impact to operations.	Within 1 business day
3 – Normal	Minor issue, general question, or routine request with limited operational impact.	Within 2 business days

Requests received outside the coverage window are treated as received at the start of the next business day. After-hours or emergency support requested outside the coverage window is not included and is quoted separately.

3. Fees & Payment

- **Annual Fee:** The Annual Maintenance Fee is the amount published on the FDS licensing website for the applicable license tier at the time of purchase, payable in full in U.S. dollars when the order is placed. Coverage begins on the Effective Date.
- **Non-refundable:** Fees for a purchased maintenance Term are non-refundable once the Term has begun, except where termination results from FDS’s uncured material breach or as otherwise required by law.
- **Invoiced items:** Separately quoted work that FDS invoices is due within thirty (30) days of the invoice date (Net 30). Undisputed amounts not paid when due accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. FDS may suspend Services on 15 days’ written notice of non-payment, and such suspension does not relieve Customer of payment obligations.
- **Work outside the Services:** Travel, support beyond the included hours, and third-party or out-of-scope items (Section 6) are not covered by the Annual Maintenance Fee. FDS will provide a written quote for any such work, and no charges are incurred without Customer’s prior written authorization. Expenses are billed at cost.
- **Taxes:** Fees are exclusive of taxes. Customer is responsible for all applicable sales, use, and similar taxes, excluding taxes on FDS’s net income.



4. Term & Renewal

- **Term:** Each maintenance Term begins on the Effective Date and continues for twelve (12) months.
- **Renewal:** Maintenance does not renew automatically. Customer may purchase a subsequent Term at any time through the FDS licensing website. A renewal purchased while maintenance is active extends coverage from the existing expiration date, so no remaining time is lost; a renewal purchased after expiration begins on the date of that purchase.
- **Pricing:** Renewal is at the maintenance fee published at the time the renewal is purchased. Published fees are subject to change.

5. End-User Requirements & Customer Obligations

To enable FDS to perform the Services, Customer agrees to the following:

- **System Access:** Customer will provide administrative access to all Event Engine servers and required PLC communication points during the maintenance window. Administrative access is granted solely for performing the Services. Customer retains full responsibility for system security, domain policies, and access-control configuration.
- **Downtime:** A mutually scheduled period of system downtime may be required for updates or performance tuning. Customer is responsible for coordinating operational availability. The duration of the downtime window varies by site and will be agreed upon prior to the commencement of work.
- **Remote Access:** Customer will maintain a secure method of remote access (VPN, RDP, or an approved remote-support tool) for FDS to perform the Services.
- **Travel Not Included:** Travel time and expenses for any onsite work are not included in this Agreement and are quoted separately.
- **Backup Responsibility:** Customer is responsible for ensuring that all production data is adequately backed up. FDS will verify backup operation but is not liable for missing, failed, or corrupted backups.
- **Change Notifications:** Customer will notify FDS of any system changes (PLC tag changes, network changes, server updates, permission changes, and similar) that could affect Event Engine functionality.
- **Environment Requirements:** Customer will maintain supported versions of Windows Server, SQL Server, PLC firmware, and other dependencies as set out in the Event Engine system requirements. If Customer's environment does not meet Event Engine system requirements or uses unsupported operating systems, SQL Server versions, PLC firmware, drivers, or dependencies, FDS may decline to apply updates or perform maintenance activities that FDS reasonably determines may create operational, security, or compatibility risk. Diagnostic or advisory work may be performed on a billable basis.
- **Timely Cooperation:** Customer will provide prompt access, communication, and coordination with plant personnel, IT, and engineering to ensure efficient maintenance operations.

6. Exclusions

The following are outside the scope of this Agreement. Where requested, FDS will provide a separate written quote before performing the work:



- **New development & customizations:** New feature development, custom enhancements, and modifications to Customer-specific business logic are not included unless separately quoted.
- **Upgrade & migration services:** The software releases themselves are included under Section 1.1. Project services associated with a major release migration — upgrade planning, execution outside the scheduled maintenance review, reconfiguration, and re-validation — are not included and are separately quoted.
- **Third-party issues:** Failures caused by third-party systems (network outages, PLC failures, power issues, hardware failures, antivirus interference, and similar) are outside the scope of this Agreement and are quoted separately.

7. Confidentiality

Each party may receive non-public information of the other party, including Customer's production data, system configurations, and configuration backups held by FDS in connection with the Services ("Confidential Information"). The receiving party will (a) use Confidential Information only to perform under this Agreement, (b) protect it using at least the same care it uses for its own confidential information, and in no event less than reasonable care, and (c) not disclose it to third parties except to personnel or subcontractors with a need to know who are bound by comparable obligations. These obligations do not apply to information that is or becomes public through no fault of the receiving party, is independently developed, or is required to be disclosed by law (with prompt notice where permitted). FDS will handle Customer configuration and backup data solely for the purpose of providing the Services.

8. Warranties

- **Performance warranty:** FDS will perform the Services in a professional and workmanlike manner consistent with generally accepted industry practices.
- **Disclaimer:** EXCEPT AS EXPRESSLY STATED, THE SERVICES ARE PROVIDED "AS IS" AND FDS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability

FDS shall not be liable for any indirect, incidental, special, or consequential damages, including production downtime, lost profits, or loss of data. FDS's total aggregate liability under this Agreement, for any and all claims, shall not exceed the amount paid by Customer for the then-current annual maintenance term. These limitations apply to the maximum extent permitted by law and survive termination of this Agreement.

10. Termination

- **For cause:** Either party may terminate this Agreement on 30 days' written notice if the other party materially breaches and fails to cure the breach within that period.
- **For non-payment:** FDS may suspend Services or terminate this Agreement if Customer fails to pay undisputed amounts when due and does not cure within 15 days of written notice.
- **Effect of termination:** Upon termination, Customer will pay for Services rendered and billable items incurred through the termination date. Sections 7 (Confidentiality), 9 (Limitation of Liability), and any accrued payment obligations survive termination. Prepaid fees for the current Term are non-refundable except where termination results from FDS's uncured material breach.



11. Force Majeure

Neither party is liable for any delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including acts of God, natural disasters, power or network outages, labor disputes, governmental action, or supplier failures. The affected party will use reasonable efforts to resume performance promptly.

12. Governing Law & Dispute Resolution

This Agreement is governed by the laws of the State of New York, without regard to its conflict-of-laws principles. The parties will first attempt in good faith to resolve any dispute through discussion between authorized representatives. Any dispute not so resolved will be subject to the exclusive jurisdiction of the state and federal courts located in Monroe County, New York, and each party consents to venue there.

13. General

- **Entire agreement:** This Agreement, together with the order confirmation, is the entire agreement between the parties regarding the Services and supersedes prior understandings on that subject. Additional terms and conditions are available at the FDS website referenced below and are incorporated by reference.
- **Amendments:** FDS may revise these terms from time to time. The version published on the FDS website on the date a maintenance Term is purchased governs that Term.
- **Assignment:** Neither party may assign this Agreement without the other party's prior written consent, except to a successor in connection with a merger or sale of substantially all assets.
- **Notices:** Notices to FDS must be in writing, sent by email to the support address published at factorydatasystems.com with confirmation of receipt, or by recognized courier. Notices to Customer are sent to the contact email on the order confirmation.

Additional applicable terms and conditions are available at <https://factorydatasystems.com/terms-and-conditions>.