

Maintainer Service Agreement

The Client agrees that its use of the Maintainer's Support Services is subject to following terms and conditions:

1. DEFINITIONS

- 1.1. The following terms have the definitions described below or as otherwise defined in other sections of this Agreement:

"Client" is the individual or entity receiving the Support Services.

"Documentation" refers to any accompanying documentation, manuals, or instructions provided by the Maintainer in connection with the Software.

"Fees" has the definition described in Section 3.1.

"Maintainer's Website" refers to the website and online tools provided by the Maintainer to the Client to manage the Support Services that the Client receives from the Maintainer.

"Software" refers to the open-source software belonging to the Client in respect of which the Maintainer is providing Support Services.

"Support Services" refers to the services provided by the Maintainer to the Client, as described and defined in Section 2.1.

2. SUPPORT SERVICES

- 2.1. **Scope of Support.** Maintainer agrees to provide the support services that the Client has selected through the Maintainer's Website, based on the service package and/or tier that the Client has purchased or subscribed to, for the Software during the term of this Agreement (collectively, the "Support Services"), which may include, but is not limited to:

- (a) **Code Review:** Reviewing contributions from the community to ensure code quality, adherence to coding standards, and compatibility with the project goals.

- (b) **Issue Triage:** Managing and organizing the project's issue tracker by categorizing, prioritizing, and assigning issues to appropriate contributors.
- (c) **Documentation:** Maintaining and updating documentation to help users and contributors understand how to use, contribute to, and troubleshoot the software.
- (d) **Community Support:** Engaging with the community by answering questions, providing support, and facilitating discussions on forums, mailing lists, or chat platforms.
- (e) **Release Management:** Planning and coordinating software releases, including versioning, release notes, and ensuring a smooth deployment process.
- (f) **Bug Fixing:** Identifying and fixing software bugs, either by addressing them directly or by guiding contributors on how to resolve issues.
- (g) **Feature Development:** Overseeing the development of new features, enhancements, and improvements to the software, either by contributing code or guiding others in the community.
- (h) **Security:** Addressing and mitigating security vulnerabilities promptly, often by releasing patches and coordinating responsible disclosure.
- (i) **Licensing and Compliance:** Ensuring that the project adheres to open-source licensing requirements and addressing any licensing issues that may arise.
- (j) **Code Maintenance:** Refactoring and optimizing code for performance, readability, and maintainability, as well as keeping dependencies up-to-date.
- (k) **Community Building:** Actively working to grow and sustain the project's community by fostering a welcoming environment, promoting inclusivity, and encouraging diverse contributions.
- (l) **Decision Making:** Participating in discussions and making decisions regarding the project's roadmap, architecture, and major changes.
- (m) **Legal Compliance:** Ensuring that the project complies with relevant legal and regulatory requirements, which may include copyright, trademarks, and other legal considerations.

- (n) **Funding and Sustainability:** Seeking and managing funding, if applicable, to ensure the project's long-term sustainability, which may include grant applications, sponsorships, or crowdfunding.
 - (o) **Promotion and Marketing:** Promoting the project through various channels to attract users and contributors, and maintaining a positive public image for the project.
- 2.2. **Service Changes and Cancellations.** The Client may change or cancel the Support Services package and/or tier it receives by utilizing the Maintainer's Website to make the desired updates to its account information. Changes to the Support Services will take effect on the next business day.
- 2.3. **Response Times.** Maintainer will make commercially reasonable efforts to respond to support requests within the timeframe that is specified based on the Support Services package or tier that the Client has purchased or otherwise within a reasonable timeframe.

3. FEES AND PAYMENT

- 3.1. **Fees.** In consideration for the Support Services provided, Client agrees to pay Maintainer the fees as applicable to the package and/or tier of Support Services that the Client has selected through the Maintainer's Website (the "Fees").
- 3.2. **Payment Terms.** Client will use one of the payment options offered from time-to-time on the Maintainer's Website to pay the Fees, which may be a one-time payment or an ongoing subscription.
- 3.3. **Cancellations and Terminations.** Upon cancellation or termination of the Support Services, the following terms apply to the Fees:
- (a) if the Client made a one-time pre-payment and cancels the Support Services in accordance with Section 4.2, the Maintainer will return to the Client the Fees paid on a pro-rated basis, less one month of the pro-rated Fees to represent the one-month notice period required to be given by the Client;
 - (b) if the Client is enrolled in an ongoing subscription plan, the Client may cancel the plan at anytime, but the Client will remain obligated to pay for the

remainder of that month's subscription fees from the date in which the Client cancels the Support Services; and

- (c) if the Maintainer terminates this Agreement in accordance with Section 4.3, the Maintainer will refund any pre-paid Fees on a pro-rated basis as of the termination date.

4. TERM AND TERMINATION

4.1. **Term.** This Agreement shall commence on the date and time at which the Client purchases the Support Services through the Maintainer's Website and continue until terminated by either party as provided herein.

4.2. **Termination by Client.** The Client may terminate this Agreement for any reason by cancelling the Support Services through the Maintainer's Website as follows:

- (a) For one-time pre-paid Support Services packages, the termination will take place 30 days from the date of cancellation initiated by the Client through the Maintainer's Website; and
- (b) For ongoing Support Services subscriptions, the termination will take place at the end of the month from the date of cancellation initiated by the Client through the Maintainer's Website.

4.3. **Termination by the Maintainer.** The Maintainer may terminate this Agreement as follows:

- (a) for any reason, by providing the Client with 30 days' written notice by way of either email to the Client's email address on record in the Client's account information and/or by a notice issued to the Client via the Maintainer's Website; and
- (b) immediately by providing written notice by way of email to the Client's email address on record in the Client's account information, if the Client breaches any material term or condition of this Agreement.

- 4.4. **Return of Software.** Subject to the Client having paid the Fees in accordance with this Agreement, within a reasonable time following the termination of this Agreement, the Maintainer shall return any copies of the Software in its possession to the Client in a manner as agreed between the parties and the Client will pay the Maintainer reasonable costs associated with the transfer of the Software back to the Client.

5. INTELLECTUAL PROPERTY

- 5.1. **Ownership.** The Maintainer acknowledges and agrees that Client retains all rights, title, and interest in and to the Software and the Client represents and warrants that it has the right to license the Software to the Maintainer for the purpose of receiving the Support Services.
- 5.2. **License to Use.** The Client grants the Maintainer a non-exclusive, non-transferable license to use the Software solely for the purpose of providing Support Services under this Agreement.

6. CONFIDENTIALITY

- 6.1. **Definition of Confidential Information.** For the purposes of this Agreement, "Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with the performance of Support Services under this Agreement. Confidential Information may include, but is not limited to, trade secrets, business plans, customer lists, financial information, and any other information marked or reasonably understood to be confidential.
- 6.2. **Confidentiality Obligations.** Both parties agree to maintain the confidentiality of the Confidential Information received from the other party with the same degree of care as they use to protect their own confidential information, but in no event less than a reasonable standard of care. The Receiving Party shall not disclose, reproduce, or use the Confidential Information for any purpose other than the performance of the Support Services outlined in this Agreement.
- 6.3. **Exceptions.** The obligations of confidentiality do not apply to information that:

- (a) is or becomes publicly available without breach of this Agreement by the Receiving Party.
- (b) is independently developed by the Receiving Party without reference to the Confidential Information.
- (c) is rightfully obtained by the Receiving Party from a third party without a duty of confidentiality.

6.4. **Permitted Disclosures.** The Receiving Party may disclose Confidential Information to its employees, agents, or subcontractors who need to know such information for the purpose of performing the Support Services, provided that such individuals are bound by obligations of confidentiality at least as restrictive as those in this Agreement.

6.5. **Duration of Confidentiality Obligations.** The obligations of confidentiality under this Agreement shall survive the termination or expiration of this Agreement.

6.6. **Return or Destruction of Confidential Information.** Upon termination or completion of the Support Services, or upon the written request of the Disclosing Party, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all copies of Confidential Information in its possession and provide written confirmation of destruction if requested.

7. PROTECTION OF PERSONAL INFORMATION

7.1. **Privacy Policy.** The Maintainer is committed to the lawful and respectful use of personal information and will only use and disclose any personal information that it collects in connection with the delivery of the Support Services in accordance with applicable data protection laws and the privacy policy posted and updated from-to-time on the Maintainer's Website.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1. **Disclaimer.** Other than as explicitly set out in this Agreement, the Support Services are provided "as is," without any warranty or guarantee of merchantability or fitness for a particular purpose or of any kind, whether express or implied.

- 8.2. **Maintainer's Indemnity.** Maintainer agrees to indemnify, defend, and hold harmless the Client from and against any and all claims, losses, liabilities, damages, costs, and expenses (including legal fees and costs) arising out of or in connection with any third-party claims alleging that the software support services provided by the Maintainer infringe upon any intellectual property rights or violate applicable laws or regulations.
- 8.3. **Client's Indemnity.** Client agrees to indemnify, defend, and hold harmless the Maintainer and its affiliates, licensors, and each of their officers, directors, other users, employees, attorneys and agents from and against any and all claims, losses, liabilities, damages, costs, and expenses (including legal fees and costs) arising out of or in connection with any third-party claims related to the Client's use of the Support Services, including but not limited to, any breach of this Agreement, violation of applicable laws, or infringement of intellectual property rights.
- 8.4. **Notification and Cooperation.** The indemnified party shall promptly notify the indemnifying party in writing of any claim covered by this indemnity clause and provide all necessary assistance to allow the indemnifying party to defend or settle the claim. The indemnified party shall not make any admissions or settlements without the prior written consent of the indemnifying party.
- 8.5. **Indirect Damages.** In no event shall either party be liable to the other for any consequential, incidental, indirect, special, or punitive damages arising out of or related to the Support Services.
- 8.6. **Limitation of Liability.** In no event shall the total aggregate liability of either party under this indemnity clause exceed the total Fees paid by the Client for the Support Services during the twelve (12) months immediately preceding the date of the claim.

9. NOTIFICATION

- 9.1. **Notice.** Maintainer may give notice to the Client by means of a general notice sent through the Maintainer's Website, or by email to the Client's email address on record in Client's account information, or by written communication sent by regular mail to the Client's address on record in Client's account information. Other than for changes or cancellations to the Support Services, which shall be done through updating the Client's account information on the Maintainer's Website, the Client may give notice to the Maintainer by email using the email address of the Maintainer that is used for correspondence in respect of the Support Services.

10. MISCELLANEOUS

- 10.1. **Modification of Support Services or Terms.** The Maintainer reserves the right to change or modify the terms and conditions of this Agreement. Any changes to the terms and conditions will be communicated through the notification process under Section 9.1 and will be effective as of the date and time specified in the notification and, if no date or time is specified, then it is effective immediately upon the sending of the notification email or posting on the Maintainer's Website. The Client's continued use of the Support Services will be deemed to be acceptance of the updated terms and conditions.
- 10.2. **Relationship of Parties.** The parties agree that they are each independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 10.3. **Assignment.** The Maintainer may, without the consent of the Client, assign this Agreement to any affiliated entity or successor, whether by merger, acquisition, or otherwise. The Client may not assign its rights or obligations under this Agreement without prior written consent of the Maintainer.
- 10.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada and to the fullest extent permitted by applicable law, the Client agrees to irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Ontario, Canada with respect to any dispute, controversy or claim arising out of or in connection with this Agreement or its use of the Support Service.

10.5. **Waiver and Severability of Terms.** The failure of the Maintainer to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions of this Agreement will remain in full force and effect.

10.6. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written, relating to the subject matter hereof.