

Release Management and Update Addendum

1. Introduction

The Parties agree that this AutoRek Release Management and Update Addendum (“**Release Addendum**”) describes AutoRek’s policy regarding the release of new Versions, including the frequency of their release and the period of support in respect of a Version. This Release Addendum is incorporated by reference into the Agreement and shall remain in effect for the duration of the Agreement.

2. Definitions

Capitalised terms used but not defined in this Release Addendum shall have the meaning given to them in the Agreement and Order Form as applicable. For the purposes of this Release Addendum the terms below shall be defined as follows:

Agreement:	the legally binding terms and conditions agreed between AutoRek and the Client (in relation to the use by the Client of Software Subscription Service) comprising the Software as a Service Agreement and any ancillary documentation referred to therein including any Order Form, and any SOW.
Emergency:	a serious event or circumstance which impacts or is reasonably likely to impact the Client’s Environment or the provision of the Software Subscription Services and requires AutoRek to take urgent action and/or remediation to prevent disruption of, or damage or disablement to, the Software Subscription Services or the Environment.
Client Version	The Version in use by the Client
Client Version Term	the Version Term in respect of the Version applicable to the Client
Extended Support	the Support the Client may elect to purchase following the end of General Support as described in paragraph 8.1.
General Support	the Software version is generally available for new implementations and upgrades and all of the Support Services as defined in the Support and Maintenance Addendum are provided as part of the Software Subscription Service Fee
Local Configurations:	such configurations to the Software that are specific to the Client including to data, local code packages and reports in order to configure the Software to operate in the Client’s environment to their criteria, and that are specific to the Client’s environment and not part of the Software.
Maintenance Release:	an update issued by AutoRek for the purpose of maintenance, enhancement, repair or support of existing features and operations of the Software (including patch or Minor Versions but excluding Major Versions or replacement products) which are required for AutoRek to provide the Services in accordance with the Agreement and Documentation.
Major Version:	Version of the Software Released declared as a Major Release and numbered as such which includes significant changes to features technologies tools and/or architectural patterns

Minor Version:	Version of the Software Released declared as a Minor release and numbered as such which includes new bug fixes since the last Minor or Major Version and new and improved features.
Patch Version:	Version of the Software Released declared as a Patch Version and numbered as such which is targeted to solve a single or small number of bugs with a specific fix or fixes or a single enhancement and with a limited requirement for testing.
Release:	any new Version of the Software offered by AutoRek from time to time to its clients.
Support Services	the support services more particularly described in the Support and Maintenance Addendum.
Supported Version	a Version of the Software that does not have an expired Version Term and for the avoidance of doubt excludes a Client Version subject to Extended Support.
Upgrade:	an upgrade from the Client's current Version to a new Major or Minor Version.
Version:	a numbered Release of the Software.
Version Term:	the minimum Term a Version is available for General Support as described in paragraph 7.1 below.

3. Versioning and Release Lifecycle

3.1 AutoRek uses a 'major.minor.patch' version numbering prescribed by Semver. For example, 6.2.3 where 6 is the Major Version, 2 is the Minor Version and 3 is the Patch Version.

3.2 AutoRek typically follows release cycles as listed below:

Release Type	Frequency
Major Release	Typically, every 18-24 months
Minor Release	Typically, every quarter (unless there is a Major Release)
Patch	Patch Versions are issued on an as-needed basis and do not follow a schedule. They are typically applied to one Minor Release Version

The time periods provided above are intended to be indicative of the typical release cycle and do not reflect an obligation on AutoRek to adhere to such frequency.

4. Major Releases

4.1 New Major Releases will be notified to the Client through regular product bulletins and business updates and will include information about the enhancements, changes, fixes and likely business applications and benefits contained within the Major Release. For the avoidance of doubt, such notice will be provided prior to any termination notice period more particularly described in clause 16.1.1 of the Agreement.

4.2 Major Releases will be made available to the Client. Any new Major Version will be subject to the applicable Software Subscription Fees for that Version and may include

amendments to the Agreement as reasonably required to account for the Software enhancements and features in the Major Version.

5. Minor Releases

- 5.1 New Minor Releases will be notified to the Client through regular product bulletins and business updates and will include information about the enhancements, changes, fixes and likely business applications and benefits contained within the Minor Release.
- 5.2 Minor Releases that are applied to the Client's Major Version are made available at no additional licence and support fee.
- 5.3 Upon becoming available, a Minor Version will be communicated to the Client in writing.
- 5.4 Should the Client require any assistance, support, guidance or Professional Services in order to deploy or apply a Minor Release to their environment the Parties shall enter into a Statement of Work.
- 5.5 The Client shall bear all responsibility for their own testing of the Minor Version including any customisations or Local Configurations, and configuration the Client has carried out using the Software.
- 5.6 Where the Client has implemented Local Configurations which may be incompatible with a new Version, and so long as Version is in its General Support period the Client may purchase Professional Services to implement the new Version and preserve the existing Local Configurations/ functionality and the parties shall enter into a Statement of Work.

6. Patch Releases

- 6.1 Patch Versions shall be notified to the Client with at least 48 hours' notice and shall include a detailed description of the contents of the Patch and a likely impact statement unless the Patch Version is deemed to be an Emergency in which event Autorek reserves the right to automatically apply the Patch and as much notice as possible will be provided.

7. Version Term

- 7.1 AutoRek's support policy is based on Major & Minor Versions (X.Y).

Version	Version Term
Major Version	The term of the supported Minor Versions corresponding to the applicable Major Version. A Major Version is supported as either General Support or available for Extended Support for so long as it has at least one supported Minor Version in General support or Extended Support respectively
Minor Version	The earlier of: <ul style="list-style-type: none"> • 18 months' notice from AutoRek; or • upon the general availability of 6 consecutive Minor Versions on a newer Major Version
Patch Version	Patch Versions automatically reach their end of support at the same time as their associated Minor Version.

- 7.2 Releases of a Minor Version relating to the Client's Major Version are available to Clients at no additional charge, with the exception of any Professional Services Fees as described in paragraph 7.3c below. The Client may not decline a Release that is reasonably determined by AutoRek to preserve the security, performance and the on-going management of the Services.
- 7.3 In the event that the Client elects to accept the Release then AutoRek shall provide advice and support to the Client in upgrading to the Release, however:

- a. the Client shall bear all responsibility for their own testing of the Upgrade, including any customisations or Local Configurations, and configuration the Client has carried out using the Software;
- b. where Local Configurations have been created or any bespoke development has been carried out, AutoRek will assess these and reasonably attempt to ensure these will continue to function with the new Version. Otherwise, AutoRek shall recommend the purchase of additional services from API to modify and adapt the Local Configurations to be compatible with the new Version; and
- c. where AutoRek deems the impact of the Upgrade to be significant, for whatever valid reason, they will recommend the purchase of additional Professional Services to assist in the Upgrade.

8. Extended Support

- 8.1 The Client Version Term shall not expire during the first three (3) years of the Term of the Agreement. Any Extended Support period will be communicated by AutoRek to the Client in writing together with the options for purchasing Extended Support Service and Maintenance.
- 8.2 Upon expiry of the Client Version Term, the Client shall be eligible for Extended Support. In the event the Client declines Extended Support, the Software Subscription Service shall be subject to the provisions of paragraph 8.6.
- 8.3 The Client may elect to extend support for a period as notified to the client and which will be no less than a period of 18 months (“**Extended Support Period**”). Where the Client wishes to extend support, the Client shall notify AutoRek.
- 8.4 Upon receipt of such request, AutoRek shall provide the Client with an Extended Support Order which shall set out (a) The Extended Support Period (b) The applicable Extended Support Fees which shall be payable monthly in advance (c) Extended Support date.
- 8.5 The Extended Support Order shall form part of the Agreement and shall be governed by the terms of the Agreement (including any payment terms therein). The Client may terminate the Extended Support Order by providing no less than thirty 30 days’ notice. Unless otherwise agreed by the parties in writing, the Extended Support Order shall automatically terminate upon expiry of the Extended Support Period. Upon expiry or termination of an Extended Support Order, the Client Version will automatically be Out of Support unless the Client has Upgraded to a Supported Version.
- 8.6 The Client acknowledges and agrees that during the Extended Support Period in the event the Client has not elected to receive Extended Support pursuant to paragraph 8.3 – 8.5 above, the Software Subscription Services shall remain Available in accordance with the Agreement provided that:
 - a. Support for any Minor Version will be limited to bugfixes and security issues on a reasonable endeavours basis, with new functionality being delivered in a subsequent Major or Minor Version. Bug fixes, security patches and enhancements will not be routinely provided;
 - b. AutoRek will make reasonable efforts to deliver fixes to the Minor Version currently in use by the Client however in certain circumstances it may only be possible to resolve issues in a subsequent Minor or Major Version which would require an Upgrade

pursuant to paragraph 7.3. All changes to a Minor Version will be delivered as a Patch Version based on the latest Patch Version for that Minor Version;

- c. AutoRek shall not be in breach of this Agreement to extent any breach is caused by the Client's failure to Upgrade to a Supported Version;
- d. The Support Services and Service SLAs as defined in the Support and Maintenance Addendum are provided only on a reasonable endeavours basis and no Service Credits apply;
- e. Enhancements to the Software will only be provided on request and the Client must pay the relevant Professional Services fees for the application and implementation of these enhancements in a Patch Version of the Software.

9. Out of Support

9.1 Upon expiry of the Extended Support Period, the Client Version shall be deemed out of support and:

9.1.1 The Support Services as defined in the Support and Maintenance Agreement and/or any Extended Support Agreement will not be performed. The Agreement shall continue however if any support or issue investigation or correction is required the Client must first Upgrade to a Version in General Support at their own expenses and must pay the appropriate Licence and Support fees for that Version. Upon the issue being reproduced in a Version in General Support and there being an applicable Support and Maintenance Agreement in place Autorek will provide the relevant Support Services to the Service SLAs.

9.1.2 The Client shall not be entitled to Support or Maintenance Services and any Incident in respect of an Unsupported Version shall not qualify for the Support and Maintenance Services described in the Support and Maintenance Addendum and the resolution of such Incident shall not be subject to any Service Levels or eligible for Service Credits.

9.1.3 In the event the Client Version is deemed out of support, the Client's refusal to Upgrade to the Version offered to the Client by AutoRek shall be deemed a Relief Event and AutoRek shall not be required to provide notice of such Relief Event.