

Support Agreement for SaaS

This Support Agreement applies to and is incorporated by reference into the ordering document (the “Quote”) made by and between the Service Provider (as identified on the Quote) and the Customer (as identified on the Quote). Service Provider may modify the terms and conditions of this Support Agreement from time to time by posting such amended Support Agreement to Service Provider’s site, but will provide sixty (60) days advance notice to Customer before materially reducing the benefits offered to Customer under this Support Agreement.

1. DEFINITIONS

“**Basic Support**” means the support level as set out in Section 2.

“**Gold Support**” means the gold level of Support as set out in Section 3.

“**Issue**” means a failure of the “**Application**” (as described in the Quote) to substantially conform to the functional specifications set forth in the Documentation.

“**Platinum Support**” means the Platinum Support level of Support as set out in Section 4.

“**Response Time**” means the time period in which the assigned support resource (or support system) shall provide Customer with an initial technical response as a result of an Issue reported by Customer.

“**Support**” means the support services to be provided by the Service Provider to the Customer in accordance with this Addendum.

“**Support Level**” means the level of Support (Basic Support, Gold Support or Platinum Support) that has been selected by the Customer on the Quote.

“**Term**” means the duration set forth in the Quote.

2. BASIC SUPPORT

2.1 Basic Support. Basic Support includes the program features that Service Provider makes generally available to its Basic Support SaaS customer base during the applicable Term as follows:

2.2 “Support” Defined. Support consists of assistance provided to customers via the Internet with respect to use of the Application and to resolve Issues. Support cases are tracked and managed through access to a call management system operated by Service Provider’s support center (the “**Customer Support Portal**”). Basic Support is available Monday through Friday during Service Provider’s business hours, excluding local holidays.

2.3 Severity Classification and Response Time Goals. Issues are classified by Service Provider according to severity of impact on the use of the Application, according to the chart below. All disputes regarding severity classification will be resolved by Service Provider in its sole discretion.

Basic Support Response Time Goals

Severity	Impact	Response Time Goal
1	Production system is down, impacting all applications and associated business systems.	4 business hours (via the Customer Support Portal)
2	Production system performance is degraded, but operational; Issue affects essential functions; or Issue is blocking critical systems tests or deliverables.	1 business day
3	General product questions relating to development, feature issues, or documentation.	2 business days

3. GOLD SUPPORT

3.1 Gold Support. Gold Support includes the features that Service Provider makes generally available to its Gold Support SaaS customer base during the applicable Term.

3.2 Electing Gold Support. Customer may upgrade from Basic Support to Gold Support at any time provided that Customer pays additional fees indicated on the applicable Quote. Such fees may be prorated if the upgrade is made any time during then-current Term. However, Customer may only downgrade from Gold Support to Basic Support at the time of renewal. To downgrade from Gold Support to Basic Support, Customer must provide written notice to Service Provider at least sixty (60) days prior to the expiration of the then-current Term. Upon such downgrade, Customer shall pay Service Provider's then-current fees for Basic Support.

Severity Classification and Response Time Goals. Issues are classified according to severity of impact on the use of the Application, according to the chart below. All disputes regarding severity classification will be resolved by Service Provider in its sole discretion.

Gold Support Response Time Goals

Severity	Impact	Response Time Goal
1	Production system is down, impacting all applications and associated business systems.	4 business hours (via the Customer Support Portal)
2	Production system performance is degraded, but operational; Issue affects essential functions; or Issue is blocking critical systems tests or deliverables.	1 business day
3	General product questions relating to development, feature issues, or documentation.	2 business days

4. PLATINUM SUPPORT

4.1 Platinum Support. Platinum Support includes the features that Service Provider makes generally available to its Platinum Support SaaS customer base during the applicable Term.

4.2 Electing Platinum Support. Customer may upgrade to the Platinum Support at any time provided that Customer pays additional associated fees as indicated on the applicable Quote. Such fees may be prorated if the upgrade is made any time during the then-current Term. However, Customer may only downgrade from Platinum Support to Gold Support or Basic Support at the time of renewal. To downgrade from the Platinum Support to Gold Support or Basic Support, Customer must provide written notice to Service Provider at least sixty (60) days prior to the expiration of the then-current Term. Such notice must specify whether the downgrade is to Gold Support or Basic Support and Customer shall pay Service Provider's then-current fees for that level of Support.

4.3 Platinum Support. The Platinum Support features include the Basic Support described herein. Support is available 24x5 for all Issues and 24x7 for Severity 1 cases.

4.4 Severity Classification and Response Time Goals. Issues are classified according to severity of impact on the use of the Application, according to the chart below. All disputes regarding severity classification will be resolved by Service Provider in its sole discretion.

Platinum Support Response Time Goals

Severity	Impact	Response Time Goal
1	Production system is down impacting all applications and associated business systems.	immediate (by phone or voice mail) 1 hour (via the Customer Support Portal)
2	Production system performance is degraded, but operational; Issue affects essential functions; or Issue is blocking critical systems tests or deliverables.	4 hours
3	General product questions relating to development, feature issues, or documentation.	next business day

5. OBLIGATIONS OF CUSTOMER

5.1 Support Contact. All communications relating to Support will be supervised, coordinated, and undertaken by no more than two (2) designated contact persons per Customer work-shift who will act as a point of contact between Customer and Service Provider. Each contact must possess or, at Customer's expense, acquire the necessary expertise and training to diagnose and resolve Issues with direction by Service Provider.

5.2 Pre-Call Procedures. Prior to requesting Support from Service Provider, Customer shall comply with all published operating and troubleshooting procedures for the Application. If such efforts are unsuccessful in eliminating the Issue, Customer shall then promptly notify Service Provider of the Issue. Customer shall confirm that the following conditions are true before contacting Service Provider for support:

- a) **Reproduction.** If possible, the situation giving rise to the Issue is reproducible in a single supported Application;
- b) **Support Representative.** The Customer contact has the technical knowledge regarding the Application and any other software or hardware systems involved, and in the facts and circumstances surrounding the Issue;
- c) **Access.** The entire system, including all software and hardware, is available to the Customer contact without limit during any communication with Service Provider support personnel; and
- d) **Availability.** If requested and required, Customer must make available to Service Provider a technical representative during support hours of coverage for all Issues. Service Provider reserves the right to suspend all work relating to any Issues during periods for which the Customer does not provide access to a technical representative or requested data to continue work on the Issue.

5.3 Remote Connection. If appropriate, Customer will cooperate with Service Provider to allow and enable Service Provider to perform Support via remote connection using standard, commercially available remote control software. Customer will be solely responsible for instituting and maintaining proper security safeguards to protect Customer's systems and data.

5.4 Updates. Customer acknowledges and agrees that SaaS services updates provided by Service Provider pursuant to this Addendum may, in Service Provider's sole discretion, require additional training of Customer's personnel. Such training will be performed in accordance with Section 6.

5.5 Disclaimer. Service Provider will not be responsible to provide Support, updates, or any other maintenance and support to the extent that Issues arise because Customer: (a) misuses, improperly uses, mis-configures, alters, or damages the Application; (b) uses the Application with any hardware or software not recommended by Service Provider; (c) uses the Application at any unauthorized location; (d) fails to install an update to the Application if such update would have resolved the Issue; or (e) otherwise uses the Application in a manner not in accordance with the

6. ADDITIONAL PROFESSIONAL SERVICES

6.1 Scope. Customer may purchase supplemental professional services for an additional fee. Fees related to such services will be set forth in a statement of work signed by both parties. If no fee is stated, then services will be provided at Service Provider's standard rate for equivalent services in effect at the time the statement of work is executed. For clarity, if any services are explicitly included in the Support Level selected by Customer, then such services do not require payment of an additional fee.

- a) **On-Site Services.** Customer may purchase on-site Support.
- b) **Training.** Customer may purchase training services with respect to the Application.
- c) **Consulting.** Customer may purchase consulting services related to defects caused by Issues other than the Application.

6.2 Out of Pocket Expenses. Customer shall pay all reasonable out-of-pocket expenses incurred by Service Provider, including costs for meals, lodging, and travel related to these additional services.