

COLLABWARE SOFTWARE SUPPORT AND MAINTENANCE PROGRAM (2019-01-01)

This Software Support and Maintenance Program, also referred to as **"Software Support and Maintenance"**, or **"Support"**, or **"Maintenance"**, is the support Collabware makes available to Collabware software license holder (**"Licensee"**) for unmodified Collabware software products. The purpose of this document is to:

- Describe the Collabware Software Support and Maintenance Program
- Provide definitions of Collabware support and maintenance-related terminology
- Describe Collabware support services including issue resolution, incident reporting, technical documentation, distribution of software updates and upgrades
- List general procedures and conditions including important contact information

The Software Support and Maintenance Program includes:

- o Technical support for an unlimited number of support requests
- Software updates and upgrades
- Issue and incident reporting

1 DEFINITIONS

Any terms used in this document which are not defined herein shall have the meaning ascribed to them in the Enterprise Software License Agreement or the Enterprise Software Maintenance Agreement made between Collabware and Licensee.

- **1.1 "Current Product"** means those software products which have not been discontinued or retired by Collabware, and for which Collabware offers standard support and maintenance services. A Current Product may become an End of Life Product at Collabware's sole discretion.
- **1.2 "End of Life Product"** means those software products which have been discontinued or retired by Collabware, and for which Collabware no longer offers standard support and maintenance services.
- **1.3. "Customer Contact"** means an individual designated by Licensee who may contact Collabware to request technical support including reporting incidents and requesting assistance with using Collabware software products.
- **1.4 "First Response Time"** means the amount of time between when the Customer Contact first reports a support issue or incident and when a Collabware Support Agent sends an acknowledgement response to the Customer Contact.
- **1.5. "Hot Fix"** means a single fix in one of the specific functional areas deemed critical for a specific site (e.g., when production has stopped). When a business justification review is completed and a complete technical feasibility assessment results in approval, the fix is delivered directly to the customer usually via secure download. The documentation delivered with the Hot Fix clearly identifies the software problems(s) that are addressed by a Hot Fix and any limitations. Hot Fixes are tested by the affected team(s) in a focused manner. Hot Fixes are incorporated into subsequent software releases. Hot Fixes do not add new functionality; and are not functional unless the Licensee already has the required Product version installed.

- **1.6 "Incident"** means the record of a customer request for technical assistance made via Collabware Help Center, by Web Form, email or phone. It contains technical notes and documentation of all interactions between the customer and support representative related to the request. A ticket tracking number is provided by Collabware Support after an Incident has been reported. This tracking number is used for referencing the request. The status of a ticket is either open (active) or closed (inactive).
- **1.7 "Service Level Target"** means the value of a service metric at which an action on a support ticket complies with the Target Resolution Time. Only support tickets logged against an issue or incident in Licensee's production environment are used to calculate this metric.
- **1.8 "Software License"** means the limited grant of rights to use a Software program or component as defined by the terms and conditions in the Enterprise Software License Agreement.
- **1.9 "Software Updates"** means a collection of files improve the software through enhancements and or that correct a problem with the software. Updates are available for download from the Collabware Help Center http://support.collabware.com. Collabware will send an email notification to the Licensee's designated contacts advising when an update is available for download.
- **1.10 "Subscription Renewal"** means the renewal of a Licensee's subscription to Collabware product(s). A Subscription Renewal Invoice is issued 60 days prior to the expiration of the Subscription Term to all customers that have current software subscriptions. The invoice is emailed to the Customer Contact who has been designated to receive correspondence from Collabware. Support and Maintenance is included in a Licensee's software subscription.
- **1.11 "Subscription Term"** means the period in which Licensee is entitled to use Collabware software product(s) under their Enterprise Software License Agreement. This is defined by the software subscription start and end date specified in the agreement.
- **1.12 "Support and Maintenance Renewal"** means the renewal of a Licensee's support and maintenance under their Enterprise Software Maintenance Agreement. A Support and Maintenance Renewal Invoice is issued 60 days prior to the expiration of a Support and Maintenance term to all customers who have current Support and Maintenance subscriptions. The invoice is emailed to the Customer Contact who has been designed to receive correspondence from Collabware.
- **1.13 "Support and Maintenance Term"** means the period in which the Licensee is entitled to receive support and maintenance under their Enterprise Software Maintenance Agreement. This is defined by the support and maintenance start and end date specified in their agreement.
- **1.14 "Support Services"** means software technical support or technical assistance provided by Collabware to the Licensee and Collabware user community.
- **1.15 "Target Resolution Time"** means the amount of time between when a support ticket is created and when the reported issue is deemed by Collabware to be solved.
- **1.16 "Updates"** mean modifications and/or minor feature changes to the software, as determined by Collabware, and not defined as an Upgrade.
- **1.17 "Upgrades"** mean new features or enhancements to the software that significantly add, enhance, or increase product features or major functionality.

1.18 "Workaround" means a series of instructions, procedural steps or usage clarifications to avoid an error or circumvent its effects. A Workaround does not involve issuance of new programming code.

2 SUPPORT AND MAINTENANCE

During the Support and Maintenance Term or the Subscription Term, and subject to the applicable fees and the terms of this program, Collabware shall provide the following support and maintenance services.

2.1 Support. Support includes the following solely for Current Products:

- (a) Collabware Help Center. Customer Contact(s) will have access to the Collabware Help Center, which includes product documentation and other resources. Customer Contact(s) can access the Help Center through <u>http://support.collabware.com</u>; and the Collabware Help Center can be used to submit a support request using an online form.
- (b) **Support Requests and Incident Reporting.** Customer Contact(s) can submit a support request or report an Incident using the Collabware Help Center online form, via email or via telephone.
- (c) **Unlimited Support Requests.** Customer Contact(s) has an unlimited number of support requests.
- (d) **Updates.** Collabware will make available to Customer Contact(s) a copy of any software updates and upgrades to Collabware products licensed through Collabware. Software updates and documentation are available through the Collabware Help Center.
- (e) Hot Fix. Collabware will make a Hot Fix available to Customer Contact(s) after a Collabware business justification review is completed and a complete technical feasibility assessment results in approval. The Hot Fix is delivered directly to the customer usually via secure download.
- (f) Live Remote Support for Select Issues. Collabware may interact with Customer Contact(s) using Citrix[®] GoToMeeting or similar software to assist in the support resolution process.

2.2 Limitations on Support and Maintenance

- Support Hours. Collabware will provide support services to Customer Contact(s) only during normal business hours between 6:00 a.m. and 6:00 p.m. Pacific Time, Monday through Friday, excluding Collabware recognized holidays.
- Support and Maintenance on Current Products Only. Support and maintenance are provided for current software products only. Any Collabware software products that have been designated as an End of Life Product is excluded from the Support and Maintenance Program.
- **Unsupported Software.** Support is limited to unmodified Collabware software. Sample applications that may ship with each product are provided for demonstration purposes and are considered unsupported.
- **Unsupported Customizations.** Any customizations made by third parties are unsupported.
- Guided Installations and Upgrades. Guided installations and upgrades are not covered under the Collabware support and maintenance program. A separate professional services package can be purchased through Collabware Sales.
- **Collabware Software and Maintenance Program Changes.** The terms and conditions of the Support and Maintenance Program are subject to change by Collabware with thirty (30) days written notice.

2.3 Preparing for Contacting Collabware Support

When contacting Collabware for technical support, Customer Contact(s) must be prepared to provide as much of the following information as possible:

- O The phone number and email address where Customer Contact can be reached
- O The version of the Collabware software
- \odot $\,$ The version of operating system and database used, if applicable $\,$
- O A description of what Customer Contact was doing when the problem occurred
- The exact wording of any error messages that may appear on the screen
- O Applicable log files
- Any steps already taken in an attempt to resolve the problem

2.4 Submitting Support Requests and Reporting Incidents

Licensees are required to designate Customer Contact(s) for all direct support-related communications with Collabware. Licensee may replace a Customer Contact at any time by notifying Collabware Support. Customer Contact(s) may contact Collabware Support via:

- (a) Collabware Help Center: Customer Contact(s) may submit a support request or report an Incident through the Online Form found in the Collabware Help Center <u>http://support.collabware.com</u>. Customer Contact should include as much information as possible as outlined in the section *Preparing for Contacting Collabware Support*. Requests submitted through the Online Form outside of normal hours of operation are assigned to a Collabware Support Agent the following business day. Support Requests are answered on a first come, first served basis.
- (b) Email: Customer Contact(s) may submit a support request or report an Incident via <u>support@collabware.com</u>. Customer Contact should include as much information as possible as outlined in the section *Preparing for Contacting Collabware Support*. Requests submitted via email outside of normal hours of operation are assigned to a Collabware Support Agent the following business day. Support Requests are answered on a first come, first served basis.
- (c) Telephone: Customer Contact(s) may submit a support request or report an Incident via telephone (855-268-0442). A Collabware Support Agent will create a support ticket for the Customer Contact. Customer Contact should include as much information as possible as outlined in the section *Preparing for Contacting Collabware Support*. Requests submitted via telephone outside of normal hours of operation are assigned to a Collabware Support Agent the following business day. Support Requests are answered on a first come, first served basis.

All support requests and incident reports whether submitted through the Collabware Help Center, Email or Telephone are given the same priority and level of attention.

2.5 Severity Definitions and Response Times

The following are Collabware's severity definitions and targeted response times during normal hours of operation. Normal hours of operation are Monday through Friday 6:00 a.m. to 6:00 p.m. (Pacific Time) excluding Collabware holidays. Support requests submitted outside of the normal hours of operation will be responded to the following Collabware business day.

Licensee may select the severity of the support request when submitting the online support form; or may specify severity if submitting support ticket via email. Collabware reserves the right to adjust the severity level of any support ticket.

Severity	Definition	First Response Time	Target Resolution Time*	Service Level Target**
Severity 1 (High)	Product malfunction or failure significantly impacting product functionality in a production environment. No workaround is available.	Within 2 business hours of Collabware receiving support request	Within 3 business days	90%
Severity 2 (Medium)	Product malfunction or failure significantly impacting product functionality. A workaround is available.	Within 4 business hours of Collabware receiving support request	Within 5 business days	90%
Severity 3 (Low)	Product malfunction or failure does not significantly impact core product functionality. Includes non-critical issues, general questions, feature requests, documentation issues, and non- production environment issues.	Within 8 business hours of Collabware receiving support request	Within 10 business days	90%

*Target Resolution Times are measured against Collabware normal hours of operation Monday through Friday 6:00 a.m. to 6:00 p.m. (Pacific Time) excluding Collabware holidays.

**Any incidents deemed to not be an issue with a Collabware product (for example: the root cause is determined to be a configuration of a Microsoft or third-party software product) will not count against the Service Level Target. Also, Incidents reported in a non-production environment will not count against the Service Level Target.

2.6 Resolution Time

Resolution times are dependent on factors that are often outside the control of Collabware. These factors often include but are not limited to integration with third-party applications, security issues, limitations based on user-designed workflow, customer environment limitations and customer availability.

Collabware is generally able to answer questions and suggest solutions on the same day the support request is received, however the turnaround time for a response will depend on the complexity of the Incident. While it is Collabware's goal to provide an acceptable resolution to all incoming issues, Collabware cannot predict resolution time.

The Target Resolution Time outlined above apply to Collabware core functionality only. Any Incidents resulting from Microsoft software, third-party software or unsupported configurations are excluded.

2.7 Resolution Definition

A support ticket is considered resolved when at least one of the following conditions are met:

• A clear, concise answer has been delivered that resolves the issue

- A feature request or bug has been logged
- A ticket has been in Pending status and the customer has not responded to Collabware support agent within 3 business days

2.8 Service Targets and Credits

Collabware will provide a one-month service credit on future Subscription Renewal or Support and Maintenance Renewal for any month where the Service Level Target percentages are not achieved. The Service Target percentage is calculated as the percentage of successful Incident Resolutions as compared to the outlined Target Resolution Time for the corresponding Incident Severity. The service credit is calculated as $1/12^{th}$ of the net annual software renewal amount.

Service Level Targets are tracked within Collabware Support Service Desk software. Customer Contact(s) and/or Licensee will be notified by Collabware of any service credit that will apply upon renewal.

3 CONTACT INFORMATION

Collabware Support

Tel.: 855-268-0442 Email: support@collabware.com Website Address: <u>http://support.collabware.com</u> Hours: 6:00 a.m. to 6:00 p.m. (Pacific Time) Monday through Friday, except Collabware holidays

Collabware Headquarters

Tel.: 778-724-1812 Email: info@collabware.com Website: <u>http://www.collabware.com</u> Hours: 8:00 a.m. to 5:00 p.m. (Pacific Time) Monday through Friday, except Collabware holidays

Collabware Product Training

Email: train@collabware.com