

# COLLABWARE SOFTWARE SUPPORT AND MAINTENANCE PROGRAM (2020-01-01)

Collabware Support and Maintenance is provided to a Customer who either (a) has an active Subscription for a Collabware product; or (b) has an active Subscription to Collabware Support and Maintenance Program.

# **DEFINITIONS**

Current Product Collabware software products which have not been discontinued by Collabware,

and for which Collabware offers support and maintenance services. A Current Product may become an End of Life Product at Collabware's sole discretion.

Customer Contact individual designated by Customer to contact Collabware support

End of Life Product Collabware software products which have been discontinued by Collabware, and for

which Collabware no longer offers support and maintenance services

Service Credit a dollar credit, calculated as set forth below, that Collabware may credit back to

Customer

Unmodified Software means no source code or direct database changes have been applied by Customer

or third party

# **UNLIMITED SUPPORT**

The Collabware Support team is available to help Customer whether it's a quick question, help with installation or help troubleshooting a complex issue. There is no set maximum to the number of support tickets that a Customer can submit on an annual basis.

Support and Maintenance provides the Customer with:

- Collabware Help Center Self-Service. The Help Center provides access to self-service resources including Collabware product downloads, installation guides, training guides, user manuals, technical documentation, answers to frequently asked questions, and knowledge base articles.
- Software Updates. Collabware Support and Maintenance includes updates to Collabware software products.
- Technical Support. Provides support for troubleshooting errors, access issues, and environmental questions. Technical support does not extend to technical issues solely with customer computer systems, servers, and devices, or any software other than Collabware's. Support is also not provided for networks, communications, or devices not owned, controlled or managed by Collabware that are used to access our software, or for recovery of lost data due to user error. For on-premises Customers, the installation of system requirements is required prior to our team supporting your organization in the installation of Collabware software.

The Support team may refer customers who require educational- or services-based information that extend beyond basic how-to questions to their Collabware Customer Success Account Manager.

# **SUPPORT AND MAINTENANCE LIMITATIONS**

- 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 are excluded.
- **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 Software Upgrades. Guided installations and guided upgrades are not covered under Support and Maintenance. A separate professional services package may be purchased through the Collabware Customer Success Account Manager.
- 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.

#### **SUBMITTING A SUPPORT TICKET**

A designated Customer Contact may submit support tickets through:

- (a) **Collabware Help Center** <a href="http://support.collabware.com">http://support.collabware.com</a>: Customer should include as much information as possible in the support ticket. Support tickets submitting through the Help Center outside of Collabware normal hours of operation are assigned to a Collabware Support Team Member the following business day.
- (b) Email <a href="mailto:support@collabware.com">support@collabware.com</a>: Customer Contact should include as much information as possible in the email. Support tickets through email outside of Collabware normal hours of operation are assigned to a Collabware Support Team Member the following business day.
- (c) **Telephone:** Customer Contact(s) may submit a support ticket by calling and selecting Support when prompted. A Collabware Support Team Member will create a support ticket on behalf of the Customer. Customer should be prepared to provide as much information as possible during the call. Voice messages received outside of Collabware normal hours of operation are assigned to a Collabware Team Member the following business day.

#### SEVERITY DEFINITIONS AND TARGETS

The severity of the problem determines the speed and method of our response when you submit a support ticket. The following chart includes Collabware severity definitions and target response & resolution times. Times listed are based on Collabware normal hours of operation: Monday through Friday 6 AM to 6 PM Pacific time excluding Collabware Holidays. Support tickets that are submitted outside of Collabware normal hours of operation will be reviewed the following Collabware business day.

A Customer 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 at any time.

Severity	Definition	Initial Response Time	Resolution Time	Service Level Target
HIGH (Severity 1)	Error or service disruption is affecting time-critical applications with production work at a standstill. Urgent Severity also covers customer data-exposing security vulnerabilities.  The system is substantially unusable, and no known workaround is currently available.	Within 2 business hours	Within 3 business days	90%
MEDIUM (Severity 2)	System is significantly impaired by an error or service disruption such that key business processes cannot be conducted.  A workaround is available.	Within 4 business hours	Within 5 business days	90%
LOW (Severity 3)	System does not function as specified in its documentation, however key business processes are not affected and there is little or no impact on the ability to use the system for production purposes.  Includes issues encountered in non-production environments, feature requests, general questions, and documentation issues.	Within 8 business hours	Within 10 business days	90%

The **initial response time** is the time taken between you creating your support ticket and our Support team starting to work on the ticket. This may take the form of:

- Alerting you that the support team has received your ticket; or
- o A request from the support team for further information.

The **target resolution time** is the time taken between you creating your support ticket and our Support team having resolved the ticket. A support ticket is considered resolved when at least one of the following conditions are met:

- o A clear answer has been delivered to customer that resolves the issue;
- A feature request or bug has been logged; or
- Customer has not responded to Collabware Support team member on a Pending ticket for more than 3 business days.

Collabware will use commercially reasonable efforts to provide corrections or workaround solutions for any problem or issue reported and determined to be in the Software or the documentation. While it is Collabware's goal to provide an acceptable resolution for reported issues, Collabware cannot predict a resolution time and is unable to guarantee that all problems or issues can be resolved or addressed.

# SUPPORT SERVICE LEVEL AGREEMENT (SLA)

Collabware will use commercially reasonable efforts to respond and resolve support tickets at a minimum of 90% during each month of usage. If Collabware does not meet this Service Level, Customer is eligible to receive a Service Credit.

Only support tickets where the root cause of the issue is determined to be a Collabware core functionality in a Customer's production environment will be factored into the **Service Level Target** calculation. Any support tickets where the root cause is determined to be Microsoft or other third-party software or unsupported Collabware product configuration; and support tickets pertaining to a Customer's non-production environment will be not be factored into the Service Level Target calculation.

# **SERVICE CREDITS**

Service Credits are calculated as a percentage of the charges paid by you for the month in which the minimum support ticket service level target is not met in accordance with the schedule below:

Support Service Level Percentage	Service Credit
Below 90% but above 88%	Seven days of Service credited to Customer's account
Below 88% but above 85.0%	Fourteen days of Service credited to Customer's account
Below 85.0%	Thirty days of Service credit to Customer's account

Collabware will apply Service Credits against future payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Collabware. Unless otherwise provided in another agreement, your sole and exclusive remedy for is the receipt of a Service Credit (if eligible) in accordance with the terms of this Service Level.

# **SERVICE CREDIT REQUEST**

To receive a Service Credit, submit a claim by emailing <u>accounting@collabware.com</u>. To be eligible, the Service Credit request must be received by Collabware by the end of the month after which the support service level target was not met and must include:

- o SLA Credit Request in the email subject line;
- the dates and times of each incident you are claiming.

If the details of the service credit request is confirmed by us and is less than the service level target, Collabware will issue the Service Credit to Customer in the next billing cycle.

# **CUSTOMER RESPONSIBILITIES**

Customer is responsible for designating Customer Contact(s) for all direct support-related communications with Collabware. The Customer Contact(s) must have the technical knowledge regarding Collabware software, any other software or hardware systems involved, and the facts and circumstances surrounding the Issue.

Customer is responsible for preparing and providing as much information as possible when contacting Collabware Support. Information includes:

- o The phone number and email address where Customer Contact can be reached
- Software versions for Collabware software, Microsoft SharePoint, Operating System, Database
- Description of the steps leading up to when the reported issue occurred
- Exact wording or screenshot of any error messages
- Log files when applicable
- o Steps taken in an attempt to resolve the issue

Collabware will not be responsible for, nor obligated to provide Support and Maintenance for, interruptions, errors, deficiencies or other problems arising from Customer's failure to provide a supported environment. Collabware has no responsibility for the working of Customer's computer and telecommunications equipment and networks, any other computer equipment or software, or internet access.

Collabware shall not be responsible for providing Maintenance and Support, Updates or any other maintenance and support to the extent that Issues arise because Customer (i) misuses, improperly uses, misconfigures, alters or damages the Software; (ii) uses the Software with any hardware or software not recommended by Collabware; (iii) uses the Software at any unauthorized location; (iv) fails to install an Update to the Software if such Update would have resolved the Issue; or (v) otherwise uses the Software in a manner not in accordance with the Enterprise License Agreement.