

# Flexagon Support Services Policy

This Support Services Policy sets forth the terms and conditions under which Flexagon will provide Support Services for certain proprietary Software licensed to Client pursuant to the applicable Software License Agreement (the “Agreement”). This Support Services Policy is integrated into the Agreement, and in the event of any conflict between this Support Services Policy and the Agreement, the terms of the Agreement shall prevail. Capitalized terms that are not otherwise defined in this Policy shall have the meaning given to such terms in the Agreement.

This Support Services Policy will be updated from time to time. Updated versions of the Policy will be posted on [www.flexagon.com/flexdeploy-resources](http://www.flexagon.com/flexdeploy-resources). Continued use of the Support Services or payment of any fees to Flexagon constitutes acceptance of and consent to this Policy as updated from time to time.

## 1 INTRODUCTION

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This document explains Flexagon’s Support Services and provides the procedure Client must follow to receive Flexagon Support Services. If you have any comments or concerns regarding Flexagon’s Support Services, please e-mail [support@flexagon.com](mailto:support@flexagon.com).

## 2 OVERVIEW OF SUPPORT SERVICES

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Flexagon will use commercially reasonable efforts to respond to Service Requests within the defined response time targets specified in this Support Services Policy. An appropriately skilled technical person from the Client must be available to work with Flexagon’s support specialists upon Client’s Service Request and during the time Flexagon has been requested to perform Support Services.

During each Support and Maintenance Period, Flexagon shall, from time to time, make available to Client any Technology Updates and Technology Upgrades to the Software that Flexagon, in its sole discretion, chooses to release. All Technology Updates and Technology Upgrades will be available by download and will be accessible on the Support Portal.

### 2.1 EXCLUDED SERVICES

Flexagon shall have no obligation to provide Support Services with respect to the following:

- 2.1.1 Software that has been modified by Client without Flexagon’s written authorization.
- 2.1.2 Errors arising from (i) any failure of hardware, equipment or software not provided by Flexagon, (ii) any cause beyond the reasonable control of Flexagon (including floods, fires, hurricanes, tornadoes, loss of electricity or other utilities), negligence of client or any third party, operator error, improper use of the Software or attempted maintenance by unauthorized persons, (iii) use of the Software other than in accordance with the Agreement or the applicable Documentation, or (iv) the operation (or failure to operate) of third party software (other than third party software embedded in the Software and delivered by Flexagon as part of the Software).
- 2.1.3 Any trial, open source, or other third party software not included in the Technical Environment.

## 2.2 MEANS OF PERFORMING SUPPORT SERVICES

Flexagon shall perform Support Services to the extent possible by telephone and remote access, unless the parties agree otherwise in writing. Client shall use its best efforts to assist and enable Flexagon to perform the Support Services remotely to the extent possible.

## 2.3 SUPPORT PORTAL

During the Support and Maintenance Period, Client may take advantage of the self-help services on the Support Portal, which may include product documentation, FAQ’s, blogs, as well as capabilities to search for known defects, workarounds, fixes, and technical notes for resolved Errors. Flexagon shall make these and other resources available from time to time subject to its sole discretion.

The Support Portal is also the entry point for Service Requests. All Service Requests will be tracked within this tool, regardless of whether Client created the Service Request in the Support Portal or Flexagon created the Service Request in response to a Client call to the support desk. Client shall enter all pertinent information about the Service Request into the Support Portal.

## 2.4 SUPPORT DESK

The support desk is available to Client during the Support and Maintenance Period. Upon Client’s call to the support desk (800.xxx.xxxx), Client’s request will be routed to a support specialist. If Client did not already create a Support Request, the support specialist will create a Service Request on behalf of Client at that time.

# 3 OPENING A SERVICE REQUEST

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Client shall provide all information about Client’s system and the Error Client is experiencing to Flexagon, including, but not limited to documentation, data, logs or trace information.

Client shall apply and test fixes to ensure the Error has been resolved, including, but not limited to removing patches which are already installed as a means to help isolate an Error, or installing a Technology Update or Technology Upgrade.

### 3.1 GATHER BACKGROUND AND DIAGNOSTIC INFORMATION TO UNDERSTAND THE ERROR

Prior to opening a Service Request through the Support Portal or support desk, Client shall have accurately captured pertinent information at the onset of the Error. It is often necessary that Flexagon support specialists analyze specific diagnostic information, such as error messages, logs, heap dumps, traces, etc., in order to resolve the Error. Gathering this information is often the most critical step in resolving the Error.

Client shall share all relevant information about the Error to the best of its knowledge and ability, such as:

- What levels of software were you running when the Error occurred?
- Has the Error happened before, or is this an isolated Error?
- What steps led to the failure?
- Can the Error be recreated?
- Have any changes been recently made to the system (hardware, software, configuration, etc.)?

Client shall be as specific as possible when explaining Errors or asking questions to Flexagon’s support specialists. Client shall also mention the following items if they apply to the Error:

- Client is under business deadline pressure;
- Client’s availability (i.e. when Client will be able to work with Flexagon);
- Alternate ways to reach Client (i.e. more than one phone number, email address, etc.);
- Details of other open Support Requests that might be related to this situation.

### 3.2 DETERMINE THE SEVERITY LEVEL

Flexagon recognizes the following severity levels of Errors (“Severity Levels”), determined by Flexagon in its reasonable discretion. Client shall assign a Severity Level to each reported Error.

If Client designates an Error as a Severity 1, Client shall place a call into the support desk to ensure direct person-to-person communication occurs from the onset. For Severity 1 Errors, Flexagon will use reasonable efforts to work on the Service Request 24 hours a day and 7 days a week until remediated to Client’s reasonable satisfaction, providing Client is also available to work during those hours.

Flexagon-recognized Severity Levels are:

- Severity 1 – Critical Impact. The Error stops Client’s production use of the Software or so severely impacts the Software that Client cannot reasonably continue production use of the Software. Flexagon will respond to Client’s notification of the Error within two (2) hours of notification and will continue working the issue until a resolution or reasonable workaround is achieved.
- Severity 2 – Significant Impact. The Error materially affects the performance of the Software or materially restricts Client’s use of the Software (e.g., important features of the Software are unavailable with no reasonable workaround). Flexagon will respond to Client’s notification of the Error within four (4) hours of notification and will put an action plan in place regarding the resolution or reasonable workaround of the Error.
- Severity 3 – Minor Impact. The Error causes only a minor impact on Client’s use of the Software. Flexagon will respond to Client’s notification of the Error within three (3) business days of notification and will work on the Error on a time-available basis.

- Severity 4 – Other Error or request for information. The Error does not affect the operation of the Software but causes minor inconveniences such as cosmetic Errors. Alternatively, Client requests information or clarification regarding the operation of the Software or the applicable documentation. Flexagon shall provide an initial response within five (5) business days.
- Severity 5 – Enhancement Request. Client shall submit enhancement requests via the Support Portal. Flexagon shall provide an initial response within five (5) business days. Flexagon shall determine inclusion of enhancement requests into future product releases at its sole discretion.

## 4 SERVICE LEVELS

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### 4.1 TARGET RESPONSE AND RESOLUTION TIMES

Flexagon will use reasonable efforts to meet the following targets on average for the initial response to a Service Request and the resolution of the Service Request. The “Target Response” time starts when the Service Request is created and ends when the support specialist acknowledges the Service Request. The “Target Resolution” time is from the point a Service Request is created until the time a resolution is provided.

#### **Service Request Target Response and Resolution Times**

Severity	Target Response	Target Resolution
1	2 hours	1 day
2	4 hours	5 day
3	3 days	10 days
4	5 days	N/A
5	5 days	N/A

### 4.2 ESCALATION PROCESS

If a Service Request is not resolved based on the timelines listed above, or the client feels as though Flexagon is not addressing the Service Request with an appropriate sense of urgency or attention, the Client may request that the Service Request be escalated. The escalation process is initiated by a call into the support desk requesting the Service Request be escalated, and requesting to speak to the on-call support manager. However, Flexagon reserves the right to amend, grant or deny the modification request of the Severity Level in its reasonable discretion.

## 5 DEFINITIONS

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“Error” means a reproducible defect or combination of defects in the Software that results in a failure of the Software, when used in accordance with Flexagon’s instructions (including the applicable documentation), to function substantially in accordance with the applicable documentation. As used in this definition, a reproducible defect means a defect that Flexagon can reproduce using the Software in accordance with the terms of the Agreement.

“Service Request” means a formal request for assistance from Flexagon to help resolve an issue, answer a question, or request an enhancement related to Flexagon software products.

“Support and Maintenance Period” means the period specified in the Agreement with respect to which Client has paid the appropriate fees.

“Software” means (i) the then-current version of the Software specified in the applicable Business Terms and (ii) the immediately preceding version of such Software, but only for a period of twelve (12) months following the release of the then-current version that is made generally available to Flexagon’s Clients. Software as defined in the Agreement includes, but is not limited to, all Technology Updates, Technology Upgrades, workarounds and other software provided pursuant to Flexagon Support Services.

“Support Services” means a combination of online processes and support personnel, including access to information, tools, and support personnel via the Flexagon Support Portal, support desk communication, and the right to use Technology Updates and Technology Upgrades. The Support Services will be provided for Errors related to unaltered versions of the Software operating in a currently supported Technical Environment.

“Technology Update” means any Error correction or update of the Software developed subsequent to the Effective Date that does not implement additional features or functions. Technology Updates may be labeled v.1.1, v.1.2, v.1.3, etc., or v.1.1.1, v.1.1.2, v.1.1.3, etc.

“Technology Upgrade” means any version of the Software developed subsequent to the Effective Date that implements additional features or functions, produces substantial and material improvements with respect to the utility and efficiency of the Software, but does not constitute merely a Technology Update and is not marketed or distributed by Flexagon as a separate or independent product. Technology Upgrades may be labeled v.1, v.2, v.3, etc.

“Technical Environment” means the operating systems and third party software which match the versions that Flexagon has certified for compatibility with Flexagon Software.

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