



## SOFTWARE ASSURANCE AND SUPPORT

### STANDARD TERMS AND CONDITIONS

#### 1. Definitions.

“Error” means either (a) a failure of the Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or restriction in the use of, the Software, and/or (b) a problem requiring new procedures, clarifications, additional information and/or requests for product enhancements.

“Major Releases” means generally commercially released major new releases, modifications or enhancements to the Software, as designated by a change in the number to the left of the decimal in the version number.

“Maintenance Releases” means generally commercially released code corrections, patches, updates and minor version releases of the Software, as designated by a change in the number to the right of the decimal in the version number.

“Update” means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on End User.

“Upgrade” means a revision of the Software released by Ephesoft to its end user customers generally, during the Support Software Assurance Term, to add new and different functions or to increase the capacity of the Software. Upgrade does not include the release of a new product or added features for which there may be a separate charge.

"Cloud computing" or "Cloud" is an expression used to describe a variety of computing concepts that involve a large number of computers connected through a real-time communication network such as the Internet. Cloud computing is a synonym for distributed computing over a network, and means the ability to run a program or application on many connected computers at the same time.

**2. Ephesoft Cloud.** For customers purchasing the Ephesoft Hosted Cloud offering, it should be noted that Ephesoft purchases hosting services on the Microsoft Azure platform. The Ephesoft Enterprise Edition runs on this platform and all cloud infrastructure is managed and maintained by Microsoft Azure including backups, disaster recovery, and security services. Microsoft Azure offers assurances of 99.9% uptime on their cloud infrastructure and Ephesoft therefore offers this same assurance to its cloud customers.

**3. Ephesoft Support Software Assurance.** Ephesoft Support Software Assurance includes support and maintenance and is provided in the following cases:

For Traditional Licenses: Ephesoft Support Software Assurance is a required component of the initial software license purchase. The term of an Order Form begins on the date the Order Form is accepted by Ephesoft ("Order Form Effective Date") and continues with no end date. Annual Software Assurance (maintenance and support) begins on the Order Form Effective Date and extends for one year from that date after which it may be renewed on an annual basis. Customer may choose to purchase multiple years of Software Assurance. If Software Assurance is not purchased, Ephesoft software will still function but no updates, upgrades, or technical support is provided.

For Subscription Sales: Ephesoft Support Software Assurance is included in the Ephesoft Enterprise Subscription (i.e., the license granted in Section 1.2.1 (Grant to End User) of the Agreement).

In all cases, Ephesoft Support Software Assurance includes all Major Releases and Maintenance Releases, and phone and/or email support depending on the service-level agreement (SLA) purchased in an Order. These Ephesoft Product Support cases may not extend to End User's customizations of the Software or End User's integrations of the Software with End User-developed or third-party developed software.



Unless otherwise stated, all Ephesoft Support Software Assurance are offered during normal business hours (8:00 AM - 5:00 PM in the time zone of the End User's Technical Support Contacts ("Local Center"), Monday – Friday.-The table below summarizes the Ephesoft Product Support Software Assurance SLA commitments for the "Gold" and "Platinum" levels.

Support type	Severity	Response time	24 * 7	Designated support		Designated support
				Phone	Email	account manager
	1	4 business hours		Y	Y	
<b>Gold</b>	2	4 business hours		Y	Y	
	3	4 business hours		Y	Y	
	1	2 clock hours	Y	Y	Y	
<b>Platinum</b>	2	2 business hours		Y	Y	
	3	2 business hours		Y	Y	

4. **Updates.** Ephesoft will make commercially reasonable efforts to provide an Update designed to solve or by-pass a reported Error. If such Error has been corrected in a Maintenance Release, End User must install and implement the applicable Maintenance Release; otherwise, the Update may be provided in the form of a temporary fix, procedure or routine, to be used until a Maintenance Release containing the permanent Update is available. End User shall reasonably determine the priority level of Errors, pursuant to the following protocols:

a. **Severity 1 Issues:** A Severity One Production Issue means the (i) production system is severely impacted or completely shut down, or (ii) system operations or mission-critical applications are down. A Severity One Development Issue means (iii) an application is in final testing, facing a critical time frame of going into Production Use and is severely impacted or (iv) entire development efforts are blocked. Ephesoft promptly initiates the following procedures: (1) assigns specialist(s) to correct the Error on an expedited basis; (2) provides ongoing communication on the status of an Update; and (3) begins to provide a temporary workaround or fix.

b. **Severity 2 Issues:** A Severity Two Production Issue means (i) the production system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or (iii) mission critical applications, although not severely affected, have experienced material system interruptions. A Severity Two Development Issue means (iv) there is a time sensitive question impacting performance or deliverables, or (v) a major subsystem under development is blocked. Ephesoft assigns a specialist to begin an Update, and provides additional, escalated procedures as reasonably determined necessary by Ephesoft Support Software Assurance staff. Ephesoft exercises commercially reasonable efforts to provide a workaround or include a fix for the Severity 2 Issues in the next Maintenance Release.

c. **Severity 3 Issues:** A Severity Three Production Issue means there (i) are issues in fully operational production systems, (ii) is a need to clarify procedures or information in documentation, or (iii) is a request for a product enhancement. A Severity Three Development Error means (iv) there are errors in system development that may impact performance deliverables, (v) a need to clarify procedures or information in documentation, or (vi) a request for product enhancement. Ephesoft may include an Update in the next Maintenance Release.

5. **Maintenance Releases and Upgrades.** During the Support Software Assurance Term, Ephesoft shall make Maintenance Releases and Upgrades available to End User if, as and when Ephesoft makes any such Maintenance Releases or Upgrades generally available to its customers. If a question arises as to whether a product offering is an Upgrade or a new product or feature, Ephesoft's opinion will prevail, provided that Ephesoft treats the product offering as a new product or feature for its end user customers generally.

6. **Conditions for Providing Support.** Ephesoft's obligation to provide Support Software Assurance is conditioned upon the following: (a) End User makes reasonable efforts to correct the Error after consulting with Ephesoft; (b) End User provides Ephesoft with sufficient information and resources to correct the Error either at Ephesoft's



Customer Support Center or via remote access to End User's site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; (c) End User promptly installs all Maintenance Releases; and (d) End User procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software.

**7. Technical Support Contacts.** The Ephesoft Customer Support Center will provide email support to up to two (2) designated contacts, as identified in an Order, who will develop, maintain or support End User's application that use the Software ("Technical Support Contacts"). End User may modify its designated Technical Support Contacts at any time during which End User is authorized to receive Support Software Assurance. Technical Support Contacts will be the only interface to the Ephesoft Customer Support Center. In an emergency, an Ephesoft Customer Support Engineer will begin working on an Error for an unauthorized contact on an exception basis subject to later verification and involvement of a named Technical Support Contact or an authorized person at the Business Partner from whom End User purchased the Ephesoft Products.

**8. Exclusions from Ephesoft's Support Software Assurance.** Ephesoft is not obligated to provide Support Software Assurance in the following situations: (a) the Software has been changed, modified or damaged; (b) the Error is caused by End User's negligence, hardware malfunction or other causes beyond the reasonable control of Ephesoft; (c) the Error is caused by third party software not licensed through Ephesoft or provided by Ephesoft; (d) End User has not installed and implemented Maintenance Release(s) so that the Software is a version supported by Ephesoft; or (e) End User has not paid the Support Software Assurance fees when due.

**9. Termination of Support Software Assurance.** Ephesoft reserves the right to discontinue the Support Software Assurance should Ephesoft, in its sole discretion, determine that continued support for any Software is no longer economically practicable. Ephesoft will give End User at least three (3) months prior written notice of any such discontinuance of Support Software Assurance and will refund any unaccrued Support Software Assurance fees End User may have prepaid with respect to the affected Software. Ephesoft shall have no obligation to support or maintain any version of the Software or operating system except (i) the then current version of the Software and operating system, and (ii) the immediately preceding version of the Software and operating system for a period of six (6) months after it is first superseded. Ephesoft reserves the right to suspend performance of the Support Software Assurance if End User fails to pay any amount that is payable to Ephesoft under the Agreement within thirty (30) days after such amount becomes due. For purposes of clarity, End User may not continue to use Software after the initial Term without purchasing a Subscription for the Support Software Assurance.