SUPPORT POLICY

This Support Policy describes what support you can expect from insightsoftware when you purchase Support for our various Software products. We will update this Support Policy from time to time to incorporate new Software offerings and generally, to provide improved Support Services. By using any part of the insightsoftware Customer Community or providing personal information to us, you consent to us processing such information in order to provide the services described in this Support Policy. All licensing, maintenance, and/or support fees must be paid in full to be able to utilize insightsoftware's Support Services.

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STANDARD SOFTWARE-AS-A-SERVICE ("SAAS") SUPPORT SERVICES TERMS	Support Services terms for all insightsoftware SaaS software (Excluding Magnitude Software)
ADDITIONAL STANDARD SUPPORT SERVICES TERMS	Support Services terms for the Logi Symphony, Logi Analytics, Izenda, and Exago Software
	Support Services terms for the Magnitude Software, including Process Runner, SourceConnect, Simba, Agility PIM (non-SaaS) and Angles (non-SaaS)
	Support Services terms for the Magnitude Agility PIM SaaS Software and Angles SaaS Software

SUPPORT PROCESS FOR STANDARD SUPPORT SERVICES
HOW TO CONTACT CUSTOMER SUPPORT

SOFTWARE	CUSTOMER SUPPORT CONTACT INFORMATION
ALL SOFTWARE	https://central.insightsoftware.com

Support Contacts.
insightsoftware shall provide Support Services for to up to three (3) designated, authorized, qualified and trained users of the Software ("Support Contacts") free of charge. Additional Support Contacts may be available, subject to additional fees (Discuss with your account manager). In addition to being authorized to request Support Services from insightsoftware, Support Contacts act as the Client's point of contact for insightsoftware Support Services notifications, including maintenance windows, Service availability alerts and security-related matters. The Support Contacts are the sole liaisons between you and insightsoftware for Support Services. Support Contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, and/or specialized product usage. Support Contacts must be knowledgeable about supported Software and your data environment in order to help resolve system issues and to assist insightsoftware in analyzing and resolving incidents. When submitting a Support Services ticket, Support Contacts must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist insightsoftware in diagnosing and triaging the problem. To avoid interruptions in Support Services, you must notify insightsoftware whenever Support Contacts' responsibilities are transferred to another individual.

Case Closure Process.
Support will close a case when a resolution is available in a subsequently scheduled Update. For non-defect cases, insightsoftware uses a two-stage closure process. The first stage moves the case to a status of "Resolution Delivered/Confirm Pending." This is applicable when a solution, such as a workaround, answer, or requested information has been provided.

The next stage is to confirm the intended closure with the customer based on one of the conditions listed below and close the case. Conditions for case closure include:

- Both insightsoftware and the customer agree the case has been resolved.
- Within 4 days of receipt of the proposed solution, the customer either has not tested or has not communicated the results of testing the solution.
- After three attempts to obtain additional information, the customer does not or is unable to provide the requested information within 7 days of the original request.
- insightsoftware has identified the issue as a suggestion for product development, which should be submitted to: https://ideas.insightsoftware.com.
- The case occurs in an unsupported configuration and cannot be reproduced in a supported configuration.
- The case occurs in an unsupported configuration, has been reproduced in a supported configuration, and Support has supplied a solution or Update that resolves the case in the supported configuration in the most current product version.

Once a case has been closed, it can be re-opened by the customer through the Customer Support Community.

Customer Responsibilities

You have the primary responsibility for administering the Software among your licensed users, using Support Contacts. You should also ensure you are using the most-recent Update of the Software, as Updates will likely provide the solution to the problem you are experiencing. You are responsible for ensuring that any hardware and software used to access the Software meet the minimum requirements, which are detailed in the applicable Documentation.

Access to Personnel and Equipment

Customer agrees to provide insightsoftware with access to Customer's personnel, equipment and environment during normal business hours as needed, to enable insightsoftware to perform Support Services. This access must include the ability to dial-in to the equipment on which the Supported Program(s) are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. insightsoftware's Support Services obligations are subject to Customer providing access to Customer's personnel, equipment and environment, as applicable.

Customer Surveys

Another very important part of continuous improvement for insightsoftware is the opportunity to get feedback from customers to drive our process and service changes. Customer satisfaction surveys can be created or updated directly through the Customer Support Community. Whenever a case is closed, the system will send an email with a link to a new survey form. These surveys measure Support, our Software products, and the company. We take these surveys very seriously, and we use them as input for improvement in Support, Software, and our company. Results from the surveys are aggregated on a monthly basis, reviewed internally, published to the Customer Support Community, and they are used in performance evaluations of our staff. Please take the time to respond. We want your feedback.

STANDARD ON-PREMISE SUPPORT SERVICES TERMS

What our Support Covers

Support includes assistance with the proper use of our various Software products, as well as access to the following features and services:

- Documentation. User manuals, release notes, installation and upgrade guides, and specifications.

  Updates. insightsoftware will provide regular releases of updated versions of the Software. Updates will be made available to customer through the Support Community, unless otherwise noted in the Software or Documentation. Updates contain only standard code. Should Customer's Software contain non-standard code or custom reports not part of insightsoftware's standard content, whether created by Customer or delivered by insightsoftware, Customer is responsible for integrating any such non-standard code into the new release. The cost of solving any problem attributable to non-standard code or customized reports or attributable to interface software supplied by other vendors will be charged to Customer on a time and materials basis at insightsoftware's standard rates.
- Reasonable consultation and assistance on proper use of the Software which can be accomplished by telephone or electronic correspondence.

- Error analysis when the Software are not performing in conformance with the Documentation.

- Software fixes. The insightsoftware Support team will liaise with our software engineering team if you are experiencing an error or defect that is in the Software code. Note the following:
  - Software fixes, when needed, will be provided in a subsequently scheduled Update so that our entire customer base can enjoy the improvements to the Software.
  - To receive the Software fixes, you will be required to install the most recent Update that includes the Software fix.
  - Software fixes will only be provided for the most-recent Update of the Software.

What Our Support Service Does Not Cover

- Support provides you access to the most-recent Updates and Documentation. However, you will be responsible for downloading and installing certain Updates and/or content at your convenience.

- Support does not cover our Software supplied by third parties who are not our authorized resellers or third-party products and services, including those third-party products you may be using in conjunction with our Software.

- insightsoftware is not obligated to provide Support Services for any Software versions that are greater than eighteen (18) months old ("Non-Supported Versions"). Any provision of Support Services for any Non-Supported Versions shall be provided at insightsoftware's sole discretion and may be subject to additional fees at insightsoftware's sole discretion.

- From time to time, insightsoftware may archive certain Software products, which are listed at the end of this Support Policy ("Archived Software"). While you may continue to use perpetual licenses to Archived Software (if applicable), our Support team may not be able to answer specific questions, and error analysis and/or Software Fixes will not be provided for Archived Software.

- Professional Services
    - Excluded from Support are installation services, implementation services, consulting services, training services and other professional services, including infrastructure configurations that are outside of the then-standard product configuration, custom report creation; technical and/or functional user training, database schema changes, modifications to data feed, on-site services, translation services, writing custom SQL or resolving issues with custom SQL, and any and all other requirements and/or services not specifically described in this Support Policy. Professional Services are available for a fee, at Customer's option.

    - Your insightsoftware Software represent a significant strategic investment. To help you achieve the greatest return on investment in the quickest possible timeframe, turn to our Professional Services team. These product and industry experts are available to help you with a variety of training and consulting programs designed to unlock the power of our solutions, tailored for your industry and needs. Post-implementation training ensures you maximize the benefits of our solutions and identifies opportunities for further improvement. Finely tuned business and system processes and results-driven optimization are just a phone call away. Contact insightsoftware for more information.

Service Support Hours

Except as set forth in the table below, Service Support Hours shall be between the hours of 3 am and 8 pm Eastern Time, Monday through Friday, excluding insightsoftware-observed holidays. For the insightsoftware-observed holidays in your region, contact insightsoftware support.

SOFTWARE	SERVICE SUPPORT HOURS
FASTPOST SOFTWARE	9:00 am to 5:00 pm GMT, Monday through Friday, excluding insightsoftware-observed holidays
CLAUSION SOFTWARE	6:00 am to 3:00 pm GMT, Monday through Friday, excluding insightsoftware-observed holidays
CXO	4:00 am to 5:00 pm ET, Monday to Friday, excluding insightsoftware-observed holidays
CUBEWARE SOFTWARE	9:00 am to 5:00 pm CET, Monday to Friday, excluding insightsoftware-observed holidays
POWER ON SOFTWARE	8:00 am to 5:00 pm ET, Monday to Friday, excluding insightsoftware-observed holidays
VIZLIB SOFTWARE	3:00 am to 5:00 pm ET, Monday to Friday, excluding insightsoftware-observed holidays

Issue Priorities and Response Levels

When submitting a support request via the Customer Community, you must provide insightsoftware with all information necessary for insightsoftware to process the request. Customers must also respond promptly to insightsoftware with any information reasonably requested to clarify the support request. When you submit a Support Request, you should assign the problem you are experiencing a Severity Level, which is the level of urgency and the defined business impact. All Support requests will be assigned a Priority Level by insightsoftware in accordance with the definitions described below.

Insightsoftware understands that Priority Levels are defined because of functional failures, and there may be times that a reported failure may have a critical business impact to you that would not necessarily be apparent to insightsoftware. In such instance, and at your request based upon information you provide, insightsoftware may consider escalating the Support request to a higher priority level to reflect the impact on Customer.

An acknowledgement is insightsoftware's initial confirmation to Customer that insightsoftware has received Customer's Support request. A restoration of services are actions that restore the product to conduct business requirements. A Resolution is a fix to the issue, which provides a stable solution to the Support request.

Response Expectations	Step 1: Acknowledgement	Step 2: Restoration and/or Action Plan
Priority 1	Within 1 Regional Business Hour	Work will start immediately upon Acknowledgement and will continue until Restoration of service. Status will be communicated daily or as needed based on the Resolution. If Resolution requires a code change to the product, it will be included in the next scheduled Maintenance Update. A hotfix may be delivered outside the normal update cycle if the problem is severe enough in nature and is impacting a wide range of customers.
*Priority 2	Within 2 Regional Business Hours	Work will start upon Acknowledgement and will continue until a Restoration or a Restoration plan is in place. Status communicated upon Customer's request or as needed based on the Restoration plan. Resolution will be included in a subsequently scheduled Update.
*Priority 3	Within 4 Regional Business Hours	The Error will be researched and Restoration or action plan will be communicated upon Customer's request. Resolution will be included in a subsequently scheduled Update.
*Priority 4	Within 8 Regional Business Hours	The Error will be researched and Resolution or action plan will be communicated upon Customer's request. Resolution will be included in a subsequently scheduled Update.

Priority	Functionality/ System Availability	Financial / Regulatory Impact	Data Corruption	Data Replication		Planning
Priority 1	System outage; Production down, System may be up, but is completely unusable. Significant application issue without a workaround prevents use.	Issue results in substantial fines or loss of revenue for the customer. Reporting Deadlines cannot be completed because of a significant application issue without a workaround.	Widespread data corruption across the entire system.	All Data Replication tasks have failed; customer source system and environment are working normally and are available.		Planning Cycle cannot be completed because of a significant application issue without a workaround.
Priority 2	Production System is working within acceptable parameters, but test / training / demo system exhibits P1 behavior / issues. An important application is impacted, but an acceptable workaround exists.	Issue has the potential to result in moderate fines or loss of revenue. Reporting Deadlines are impacted by an application issue that does have a workaround, but workaround requires significant rework of setup.	Isolated data corruption.	One or More Data Replication tasks have failed, customer source system and environment are working normally and are available.		Planning Cycle is impacted by an application issue that does have a workaround, but workaround should only be temporary or requires significant rework of setup.

Priority 3	All environments are available.	Issue has the potential to result in minimal fines or loss of revenue. Reporting Deadlines has an issue that is minor to the application.	Minimal data corruption.	One or More Data Replication tasks have significant latency; customer source system and environment are working normally and are available.		Planning Cycle has an issue that is minor to the application.
Priority 4	All environments are available.	No financial or regular impact.	No data corruption.	No Replication Issue.		No impact on Planning Cycle.

- All Acknowledgments are based on the submission in the region of origin based on normal business hours.

STANDARD SOFTWARE-AS-A-SERVICE ("SAAS") SUPPORT SERVICES TERMS

1. **Availability of SaaS Services.** The Availability Time (as defined below) of the SaaS Services each calendar month during the SaaS Services Term will be no less than 99.5% (based upon an average 30-day month).

2. **Availability Time and Excused Downtime.** insightsoftware shall provide the SaaS Services to Customer in order to permit users access to the Software at all times following the date hereof, during the term of SaaS Services except during: (a) such reasonable time as is necessary for Maintenance Activities (as defined below); (b) the occurrence of any Force Majeure Event; or (c) any down time in the SaaS Services caused by internet or cloud service providers or caused by other telecommunications facilities used by Customer and other users permitted hereunder ((a) through (c), collectively, "Excused Downtime" and such access time minus the Excused Downtime, the "Availability Time").

3. **No Breach.** Customer agrees that insightsoftware will not be in breach of this Agreement if its failure to provide the SaaS Services is due to Excused Downtime.

4. **Maintenance Activities.** The following will be maintenance activities undertaken by insightsoftware in respect of the SaaS Services (the "Maintenance Activities"):

    a. Normal maintenance activities that may or may not disrupt service ("Planned Maintenance Event"). insightsoftware will use reasonable commercial efforts to provide four (4) days advance notice of a Planned Maintenance Event and all work will be performed during a standard maintenance window between the hours of 3 a.m. to 6 a.m. Eastern Time on any planned day or days for any such Planned Maintenance Events when commercially feasible. In addition, every third Sunday of each calendar month, insightsoftware reserves a three-hour window between 12:01am and 03:01am EST for general SaaS Services Maintenance Activities.

    b. Maintenance required due to degradation of the SaaS Services ("Planned Emergency Maintenance Events"). insightsoftware will endeavour to provide 48-hours' notice in advance if conditions permit and all work will be performed during a standard maintenance window on Wednesdays or Sundays from 3 a.m. to 6 a.m. Eastern Time.

    c. Maintenance required due to loss of service ("Unplanned Emergency Maintenance Events"). insightsoftware will utilize best efforts to notify Customer in advance if conditions permit.

5. **Customer's Data Upon Termination or Expiration.** Unless otherwise mutually agreed upon by Customer and insightsoftware, upon any termination or expiration of this Agreement or the Term of SaaS Services, Customer shall have a fifteen (15) calendar day period following the last day of this Agreement or the Term of SaaS Services to request Customer's data in an insightsoftware-approved exportable/readable format, and insightsoftware shall provide such data upon Customer's request within fifteen (15) calendar days of insightsoftware's receipt of Customer's request.

6. **Definitions.**

    a. "Issue" means a failure of the Service to materially comply with the Documentation that can be reproduced by insightsoftware.

    b. Except as set forth in the table below, "Service Support Hours" means the hours of 3 am and 8 pm Eastern Time, Monday through Friday, excluding insightsoftware-observed holidays. For the insightsoftware-observed holidays in your region, contact insightsoftware support.

SOFTWARE	SERVICE SUPPORT HOURS
FASTPOST SOFTWARE	9:00 am to 5:00 pm GMT, Monday through Friday, excluding insightsoftware-observed holidays
CLAUSION SOFTWARE	6:00 am to 3:00 pm GMT, Monday through Friday, excluding insightsoftware-observed holidays

7. Service Issues; Process.

a. Technical Assistance. Customer, through its Support Contacts, shall have access to insightsoftware's technical knowledge base and self service tools.

b. Issue Definition, Categorization and Response. Each Issue shall be assigned a Priority based on the type of Issue, and insightsoftware shall respond to submission of an Issue, all as set forth in the table below.

c. Issue Priorities and Response Level Terms.

i. When submitting a support request via the Customer Community, Customer must provide insightsoftware with all information necessary for insightsoftware to process the request. Customers must also respond promptly to insightsoftware with any information reasonably requested to clarify the support request. When Customer submits a Support Request, Customer should assign the problem Customer is experiencing a Severity Level, which is the level of urgency and the defined business impact. All Support Requests will be assigned a Priority Level by insightsoftware in accordance with the definitions described below.

ii. Insightsoftware understands that Priority Levels are defined because of functional failures, and there may be times that a reported failure may have a critical business impact to Customer that would not necessarily be apparent to insightsoftware. In such instance, and at Customer's request based upon information Customer provides, insightsoftware may consider escalating the Support Request to a higher priority level to reflect the impact on Customer.

iii. An Acknowledgement is insightsoftware's initial confirmation to Customer that insightsoftware has received Customer's support request. A Restoration of services are actions that restore the product to conduct business requirements. A Resolution is a fix to the issue, which provides a stable solution to the Support Request.

d. Support Contacts may submit to insightsoftware reports of Issue(s), and such reports shall contain information reasonably necessary for insightsoftware to efficiently identify and confirm the Issue and commence addressing the Issue, including, without limitation, the following:

i. A full description of the Issue and expected results.

ii. A reproducible test case that demonstrates the specific sequence that causes the Issue being reported.

iii. All applicable error, trace and system files.

iv. Exact wording of all error messages.

v. Any special circumstances surrounding the discovery of the Issue.

vi. Any additional information and cooperation reasonably requested by insightsoftware.

8. Response Levels; Priority Levels

a. Response Levels

Response Expectations	Step 1: Acknowledgement	Step 2: Restoration and/or Action Plan
Priority 1	Within 1 Regional Business Hour	Work will start immediately upon Acknowledgement and will continue until Restoration of service. Status will be communicated daily or as needed based on the Resolution. Resolution will be included in a subsequently scheduled Update.
***Priority 2**	Within 2 Regional Business Hours	Work will start upon Acknowledgement and will continue until a Restoration or a Restoration plan is in place. Status communicated upon Customer's request or as needed based on the Restoration plan. Resolution will be included in a subsequently scheduled Update.
***Priority 3**	Within 4 Regional Business Hours	The Error will be researched and Restoration or action plan will be communicated upon Customer's request. Resolution will be included in a subsequently scheduled Update.
***Priority 4**	Within 8 Regional Business Hours	The Error will be researched and Resolution or action plan will be communicated upon Customer's request. Resolution will be included in a subsequently scheduled Update.

b. Priority Levels

Priority	Functionality/ System Availability	Financial/ Regulatory Impact	Data Corruption	Data Replication	Install and Upgrades*	Planning
Priority 1	System outage; Production down, System may be up, but is completely unusable. Significant application issue without a workaround prevents use.	Issue results in substantial fines or loss of revenue for the customer. Reporting Deadlines cannot be completed because of a significant application issue without a workaround.	Widespread data corruption across the entire system.	All Data Replication tasks have failed; customer source system and environment are working normally and are available.	Install or Upgrade cannot be completed because of a significant application issue without a workaround.	Planning Cycle cannot be completed because of a significant application issue without a workaround.
Priority 2	Production System is working within acceptable parameters, but test / training / demo system exhibits P1 behavior / issues. An important application is	Issue has the potential to result in moderate fines or loss of revenue. Reporting Deadlines are impacted by an application issue that does have a	Isolated data corruption.	One or More Data Replication tasks have failed, customer source system and	Install or Upgrade has an application issue that does have a workaround, but the	Planning Cycle is impacted by an application issue that does have a workaround, but workaround

	impacted, but an acceptable workaround exists.	workaround, but workaround requires significant rework of setup.		environment are working normally and are available.	workaround should only be temporary or requires significant rework of setup.	should only be temporary or requires significant rework of setup.
Priority 3	All environments are available.	Issue has the potential to result in minimal fines or loss of revenue. Reporting Deadlines has an issue that is minor to the application.	Minimal data corruption.	One or More Data Replication tasks have significant latency; customer source system and environment are working normally and are available.	Install or Upgrade has an issue that is minor on the application.	Planning Cycle has an issue that is minor to the application.
Priority 4	All environments are available.	No financial or regular impact.	No data corruption.	No Replication Issue.	No impact on Install or Upgrade.	No impact on Planning Cycle.
*Any services requested by Customer to assist Customer to configure or otherwise adopt the Install or Upgrade software shall require a Professional Services engagement in accordance with a scope and fees to be mutually agreed upon in a Statement of Work.						

9. Service Availability

a. Commitment. insightsoftware will make available the Service to Customer's production tenant 99.5% of the time, measured over a calendar month, provided, however, that the following shall not be considered downtime, and the time to perform the following shall not be included in the time the Service is unavailable: (i) preventative maintenance; (ii) application Updates to the Service; (iii) neither party will be liable for any delay or failure of its performance under this Agreement if it results from causes beyond its control (**"Force Majeure Event"**) provided that the party claiming a Force Majeure Event (a) provides the other party with notice of a Force Majeure Event as soon as practicable following the occurrence of the same; and (b) performs fully and completely all its other obligations in accordance herewith during the existence of such Force Majeure Event; and (c) uses its commercially reasonable best efforts to recommence full and complete performance of its obligations as soon as possible after the occurrence of such Force Majeure Event. Notwithstanding the same, Customer will not be relieved of any payment obligation.

b. Service Credits**.** In the event of a failure by insightsoftware to meet the Service Availability minimum as set forth in Section 3 of this SLA, as Customer's sole and exclusive remedy, at Customer's request, insightsoftware shall provide service credits in accordance with the following matrix:

i. First month of missed service availability minimum: The parties shall meet to discuss possible corrective actions;

ii. Second consecutive month: 10% of the Subscription Fee paid for the applicable month for the affected Service;

iii. Third consecutive month: 20% of the Subscription Fee paid for the applicable month for the affected Service;

iv. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month for the affected Service;

v. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month for the affected Service; and

vi. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month for the affected Service.

vii. More than three consecutive months: Within thirty (30) days of such failure either Party shall have the option to terminate the entire Agreement and upon such termination, in addition to the service credits outlined above, Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date written notice of such termination is received.

c. Exclusions From Support Services.

i. Support does not cover: (i) third-party products and services, including those third-party products you may be using in conjunction with our Software, unless otherwise specified in the Documentation; (ii) any use of outside of recommendations described in the Documentation; or (3) any modification, customizations or enhancements of the Software by any person or entity other than insightsoftware.

ii. insightsoftware is not obligated to provide Support Services for any Software versions that are greater than eighteen (18) months old ("Non-Supported Versions"). Any provision of Support Services for any Non-Supported Versions shall be provided at insightsoftware's sole discretion and may be subject to additional fees at insightsoftware's sole discretion.

iii. Excluded from Support are installation services, implementation services, consulting services, training services and other professional services, including configurations that are outside of the then-standard product configuration, custom report creation; technical and/or functional user training, database schema changes, modifications to data feed, on-site services, translation services, writing custom SQL or resolving issues with custom SQL and any and all other requirements and/or services not specifically described in this Support Policy. Professional Services are available for a fee, at Customer's option.

10. **Archived Software.** From time to time, insightsoftware may archive certain Software products, which are listed at the end of this Support Policy ("Archived Software"). While you may continue to use perpetual licenses to Archived Software (if applicable), our Support team may not be able to answer specific questions, and error analysis and/or Software Fixes will not be provided for Archived Software.

11. **Professional Services.** Your insightsoftware Software represent a significant strategic investment. To help you achieve the greatest return on investment in the quickest possible timeframe, turn to our Professional Services team. These product and industry experts are available to help you with a variety of training and consulting programs designed to unlock the power of our solutions, tailored for your industry and needs. Post-implementation training ensures you maximize the benefits of our solutions and identifies opportunities for further improvement. Finely tuned business and system processes and results-driven optimization are just a phone call away. Contact insightsoftware for more information.

LOGI SYMPHONY, LOGI ANALYTICS, IZENDA, AND EXAGO SOFTWARE SUPPORT SERVICES TERMS

These Technical Support and Maintenance Services terms and conditions apply to the Logi Symphony Software, Logi Analytics Software (Including Logi Report, Logi Composer, and Logi Info), Izenda software, and Exago software, including all Technology Updates, Technology Upgrades and workarounds (collectively, the "Logi Software"), and are hereby incorporated into the master software license agreement by and between insightsoftware and Customer, including all exhibits and Order Forms incorporated therein (collectively, the "Agreement"). Capitalized terms used in these terms and conditions that are not otherwise defined in these Support Services Terms shall have the meaning given such terms in the Agreement.

1. **Definitions.**

1.1 "Basic Support" means Customer shall have one (1) point of contact, five (5) phone support/online web meetings and unlimited web-portal support.

1.2 "Enterprise Support" means Customer shall have three (3) points of contact, twenty-five (25) phone support/online web meetings and unlimited web-portal support.

1.3 "Error" means a reproducible defect or combination of defects in the Logi Software that results in a failure of the Logi Software, when used in accordance with insightsoftwares' 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 insightsoftware can reproduce using the Supported Software in accordance with the terms of the Agreement.

1.4 "Premium Support" means Customer shall have unlimited points of contact, unlimited phone support/online web meetings and unlimited web-portal support.

1.5 "Support and Maintenance Period" means the period specified in the applicable Order Form with respect to which Licensee has paid Support and Maintenance Fees.

1.6 "Support Hours" means 9:00 p.m. U.S. Eastern time to 9:00 p.m. U.S. Eastern time, Sunday to Friday, excluding U.S. Government holidays.

1.7 "Support Level" means the support level specified in the applicable Order Form.

1.8 "Supported Software" means (i) the then-current version of the Logi Software specified in the applicable Order Form and (ii) the immediately preceding version of such Logi Software, but only for a period of twelve (12) months following the release of the then-current version that is made generally available to Logi Analytics' customers.

1.9 "Technology Update" means any error correction or update of the Logi 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.

1.10 "Technology Upgrade" means any version of the Logi 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 Logi Software, but does not constitute merely a Technology Update and is not marketed or distributed by insightsoftware as a separate or independent product or module. Technology Upgrades may be labeled v.1, v.2, v.3, etc.

2. **Technical Support.** During each Support and Maintenance Period for which Licensee has paid the applicable Support and Maintenance Fees, insightsoftware shall provide Technical Support for the Supported Software during Support Hours, as follows:

2.1 First Line Support. Licensee shall provide First Line Support for the Supported Software directly to Customers. "First Line Support" means that Licensee shall provide (i) a direct response to Customers with respect to inquiries concerning the performance, functionality or operation of the Supported Software, (ii) a direct response to Customers with respect to Errors, and (iii) a diagnosis and resolution of Errors.

2.2 Second Line Support. If after reasonable efforts Licensee is unable to diagnose or resolve Errors, Licensee shall contact insightsoftware for Second Line Support, and insightsoftware shall provide Second Line Support for the Supported Software to Licensee. "Second Line Support" means diagnosis of potential Errors and commercially reasonable efforts to resolve Errors, in each case that cannot be diagnosed or resolved by Licensee with First Line Support. The communication methods used for Second Line Support shall be as specified for the applicable Support Level.

2.3 Severity Levels. insightsoftware recognises the following severity levels of Errors, determined by insightsoftware in its reasonable discretion:

2.3.1 Severity 1 – Critical Impact. The Error stops Licensee's production use of the Supported Software or so severely impacts the Supported Software that Licensee cannot reasonably continue production use of the Supported Software. insightsoftware shall begin work on the Error on a best efforts basis for Basic Support packages within two (2) Support Hours for Enterprise Support packages, and within one (1) hour for Premium Support packages after receiving notification and shall engage development staff until a resolution or reasonable workaround is achieved.

2.3.2 Severity 2 – Significant Impact. The Error materially affects the performance of the Supported Software, or materially restricts Licensee's use of the Supported Software (e.g., important features of the Supported Software are unavailable with no reasonable workaround). insightsoftware shall begin work on the Error on a best efforts basis for Basic Support packages, within four (4) Support Hours for Enterprise Support packages, and within two (2) hours for Premium Support packages after receiving notification and shall engage development staff until a resolution or reasonable workaround is achieved.

2.3.3 Severity 3 – Minor Impact. The Error causes only a minor impact on Licensee's use of the Supported Software. insightsoftware shall begin work on the Error on a best efforts basis for Basic Support packages, within one (1) business day for Enterprise Support packages, and within four (4) hours for Premium Support packages after receiving notification and shall engage development staff to work on the problem on a time-available basis.

2.3.4 Severity 4 – Other Error or Request for Information. The Error does not affect the operation of the Supported Software but causes minor inconveniences such as cosmetic problems. Alternatively, Licensee requests information or clarification regarding the operation of the Supported Software or the applicable Documentation. insightsoftware shall provide an initial response on a best efforts basis for Basic Support packages, within five (5) business days for Enterprise Support packages, and within one (1) business day for Premium Support Packages and shall consider enhancements to the Supported Software for inclusion in a subsequent Technical Update.

2.4 Excluded Services. insightsoftware shall have no obligation to provide Technical Support with respect to the following:

2.4.1 Software that is not Supported Software.

2.4.2 Supported Software that has been modified other than by insightsoftware without insightsoftware written authorisation.

2.4.3 Errors arising from (i) any failure of hardware, equipment or software not provided by Logi Analytics, including without limitation server and network settings and code created outside of the Supported Software application, (ii) any cause beyond the reasonable control of insightsoftware (including floods, fires, hurricanes, tornadoes, tsunamis, loss of electricity or other utilities), negligence of Licensee or any third party, operator error, improper use of the Supported Software or attempted maintenance by unauthorised persons, (iii) use of the Supported 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 any third party software Integrated with the Supported Software and delivered by insightsoftware as part of the Supported Software).

2.4.4 On-site or formal classroom training that is part of the Packaged Services.

3. **Maintenance Services.** During each Support and Maintenance Period for which Licensee has paid the applicable Support and Maintenance Fees, insightsoftware shall, from time to time, make available to Licensee any Technology Updates and Technology Upgrades to the Supported Software that Logi Analytics, in its sole discretion, chooses to release.

   3.1 With respect to Logi Software licensed pursuant to a Deployment License, Licensee is authorised to distribute each Technology Update to Customers, either on a stand-alone basis or as part of an Integrated Software, and each Technology Upgrade, only as part of an Integrated Software, in each case for use on each authorised server on which Logi Software is installed in accordance with the Agreement.

   3.2 With respect to Logi Software licensed pursuant to a Hosted License, Licensee is authorised to Integrate each Technology Update and Technology Upgrade into the Integrated Software for use on each authorised server on which Logi Software is installed in accordance with the Agreement.

4. **Means of Performing Technical Support and Maintenance Services.** Logi Symphony shall perform Technical Support and Maintenance Services to the extent possible by telephone and remote access, unless the Parties agree otherwise. Licensee shall use its best efforts to assist and enable insightsoftware to perform the Technical Support and Maintenance Services remotely to the extent possible.

MAGNITUDE SOFTWARE SUPPORT SERVICES TERMS
(Excluding Angles Software and Agility PIM products that are delivered to Customers on a SaaS-basis)

This software Support Services policy (the "***Support Policy***") is provided for the Magnitude Software products, including Angles (non-SaaS), Process Runner, SourceConnect, Simba and Agility PIM (non-SaaS). See the Angles SaaS and Agility PIM SaaS Software Support Policy for the Support Services description for the Angles Software and Agility PIM products that are delivered to Customers on a SaaS-basis. Generally, Support Services are provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of Software, running unaltered, and on a suitable hardware, database and operating system configuration. Magnitude does not provide any warranties covering and specifically disclaims any liability in connection with the Support Policy. Additionally, the policies contained in this document are limited to Magnitude's products that are referenced by the relevant Order Form. All licensing, maintenance, and/or support fees must be paid in full to be able to utilize Magnitude's maintenance and support services.

1. DEFINITIONS.

(a) "***Order Form***" refers to Magnitude's (or its predecessor's) standard order form(s) for Software license and Services.

(b) "***Software***" refers to (a) the software owned or distributed by Magnitude that a customer has ordered, (b) Software Documentation and (c) any Software updates acquired through Support. The term "*Software*", as used herein, does not include any software release prior to general availability (e.g., beta releases).

(c) "***Software Documentation***" refers to Software descriptions, Software user manuals and Software installation manuals. Software Documentation may be delivered with the Programs.

(d) "***Independent Terms***" refers to separate license terms that are specified in the Software Documentation, readmes or notice files and that apply to Independently Licensed Third Party Technology.

(e) "***Independently Licensed Third Party Technology***" refers to third party technology that is licensed under Independent Terms and not under the terms of Master Terms.

(f) ***"Master Terms"*** shall mean the terms and conditions, master software and services agreement or other similar agreement governing the purchase of Software Licenses and/or Services signed by and between customer and Magnitude, as the same may be/have been amended by the parties from time to time. If no such agreement has been separately executed by the parties, the insightsoftware Master Agreement set forth at https://insightsoftware.com/legal/contracts/master-agreements/, as the same may be/have been modified or amended by the parties, shall comprise the Master Terms.

(g) ***"Professional Services"*** shall mean one or more of the professional services specifically set forth in an Order Form or statement of work (either, a " Purchase Document") to be performed by Magnitude pursuant to the Purchase Document.

(h) "***Support or "Support Services***" shall mean the maintenance and support Services ordered by a customer pursuant to an Order Form, as provided pursuant to the Support Policy.

2. MAINTENANCE & SUPPORT SERVICES. Magnitude provides a number of resources to help Support customers resolve issues. These online resources are available 24x7 to help customer's access previous solutions, search resolved issues, report incidents and check the status of open requests. These resources come standard with all levels of Support. In addition, Customers that are current on Support fees have access to Software updates for licensed products. Professional Services for updates are not included in Support Services.

(a) ***Online Knowledge Base***. Magnitude provides a comprehensive online knowledge base that allows customers to search for resolutions to their issues. Available to all Authorized Support Contacts (defined below), the Knowledge Base

serves as a resource for known issues – enabling users to self-diagnose and troubleshoot or alert them to known issues that are being resolved. The Knowledge Base contains a wealth of information including questions and answers on technical issues, the implementation process, the most recent information on product upgrades and patches.

(b) ***Incident Tracking Support System***. The Magnitude Incident Tracking Support System provides customers with a means to log new incidents, review the status of open incidents, and exchange information about the issue online anytime.

(c) ***Product Updates and Maintenance***. Standard with all Support contracts is unlimited access to Program updates – both functional and maintenance. Magnitude will also notify registered users of all Program updates. Professional Services required for Software Updates are not included in Support Services.

(d) ***Support Contacts***. The technical contacts you have provided to Magnitude (each, an "***Authorized Support Contact***") are the sole liaisons between you and Magnitude for Support. Authorized Support Contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, and/or specialized product usage. These individuals may include the primary and secondary administrators, a DBA or database expert with experience in Oracle and/or SQL Server, and a functional super-user knowledgeable in the underlying application. Authorized Support Contacts must be knowledgeable about supported Programs and your data environment in order to help resolve system issues and to assist Magnitude in analyzing and resolving Support incidents. Having trained Authorized Support Contacts represent each of our customers facilitates more efficient communication and leads to faster resolution of Support issues. Each Authorized Support Contact works with the Support team to diagnose issues and achieve case resolution. The amount of time required of the Authorized Support Contacts will depend upon the number, nature, and complexity of the issues encountered. When submitting a Support incident, Authorized Support Contacts must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Magnitude in diagnosing and triaging the problem. To avoid interruptions in Support Services, you must notify Magnitude whenever Authorized Support Contact responsibilities are transferred to another individual. Depending on your Support plan, you shall designate at least two (2) Authorized Support Contacts per license set, to serve as liaisons with Magnitude. You may be charged a fee to designate Authorized Support Contacts in excess of those allowed pursuant to your Support plan.

(e) ***Tools Used to Perform Support***. Magnitude may make available collaboration tools (such as tools that enable Magnitude, with your consent, to access your computer system) and software tools (such as tools to assist in the collection and transmission of configuration data to assist with issue resolution). The tools are licensed under specific terms of use, and may be subject to additional terms provided with the tools. Some of the tools are designed to collect information concerning the configuration of your computer environment ("***Tools Data***") and not access, collect or store any personally identifiable information (except for Authorized Support Contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of Tools Data to Magnitude for the purposes of providing reactive and proactive maintenance and technical support services. In addition, the Tools Data may be used by Magnitude to assist you in managing Software, for license and services compliance and to help Magnitude improve upon product and services. Some of the tools may be designed to connect automatically or on a periodic basis and you may not receive a separate notice upon connection. You are responsible for maintaining a telecom gateway through which the tools communicate Tools Data to Magnitude. Use of the tools is voluntary; however, refusal to use the tools may impede Magnitude's ability to provide Support. If Magnitude expressly provides in the tools documentation, technical support policies, an Order Form, or readme that a tool is provided under Independent Terms, then the Independent Terms shall govern your access and use of the tool. Embedded third party software, or third-party software, licensed under Independent Terms may be required to access or run the tools per the tools documentation or readme. your rights to use a tool or software licensed under Independent Terms shall not be restricted or modified in any way by your agreement(s) with Magnitude.

3. MAINTENANCE & SUPPORT PLANS; FEES. Magnitude offers a comprehensive array of Support solutions to help customers take full advantage of their investment in Magnitude products. Except for Magnitude Agility PIM products, Customers can choose from two (2) plans designed to meet the diverse needs of their organizations.

(a) ***Standard Maintenance and Support***. Our Standard plan includes around the clock access to our Support portal with incident response during weekday business hours[1] (9x5 coverage) via the Authorized Support Contacts. This plan also provides access to all maintenance and full Program releases.

(b) ***Platinum Maintenance and Support***. Our Platinum plan expands on the Standard plan by providing 24x7 incident response from Support representatives via up to eight (8) Authorized Support Contacts. Customers under this plan also have a one (1) hour response time for severity 2 incidents and the highest priority weighting on new product features. Magnitude Agility PIM products are excluded from the Platinum plan.

See the table below for a summary of customer support and product release features available by plan across all Magnitude product brands.

Technical Support	**Standard**	**Platinum**
Customer portal and Online resources: Help desk and knowledge base	•	•
Unlimited Online incident reporting	•	•
Number of authorized support contacts	**2**	**8**
Initial response for Priority 1 incidents within business hours	**2 hours**	**1 hour**
Initial response for Priority 2 incidents within business hours	**4 hours**	**1 hour**
Prioritized issue escalation factor	**x1**	**x4**
9 x 5 online and phone support local customer time	•	•
13X5 online and phone support local customer time		•
24x7 online and phone support for Priority 1		•
Access to maintenance and full product releases	•	•
Priority weighing factor on requested enhancements	**x1**	**x4**
Priority Access to product Beta releases, roadmap insight and client advisory board discussions		•

4. PROFESSIONAL SERVICES. The following Professional Services are available to our customers for additional fees. Please contact Magnitude or your account representative to discuss the packages that are appropriate for your organization.

(a) ***Healthcheck***. A health check can help to determine the effectiveness and benefit of your use of the Software, other software, and processes. Our Healthcheck Professional Services keep your Software environment tuned and running optimally. We also provide an objective view of your monitoring environment to help close visibility gaps, course-correct processes and make sure you're getting full value from your Program(s).

(b) ***Managed Services***. Administration of Software environments are maintained remotely by administrators that follow field-tested best practices. Magnitude offers standard and premium managed Professional Services plans designed to meet the level of service required by individual organizations.

(c) ***Customization Maintenance***. Customization maintenance is a Professional Services offering that enables customers to reap the benefits of developing customizations to Software and having those customizations maintained through upgrades by Magnitude. Only customizations created by Magnitude or certified users are eligible for customized maintenance.

5. MATCHING SERVICE LEVELS. When acquiring Support, all production instance licenses in any given license set must be supported under the same Support plan. If you add extended Support, you still must maintain licenses and Support for the entire license set; subject to availability, you must acquire extended Support for all production instance licenses of a particular version release of Software if you acquire extended Support for any license in such version release. You may

[1] Customers select the Magnitude regional support center that best-fits their operations and the business hours of this regional center are those used to determine incident responsiveness for purposes of providing Support.

not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses.

6. SUPPORT CONTRACT TERM; NOTICE. The term of Support shall be as indicated in the relevant Order Form (the "***Term***").

7. CONTACTING SUPPORT. If you have questions or encounter a problem during installation or operation of your Program(s), we recommend you begin by accessing the Knowledge Base at https://central.insightsoftware.com. If you don't readily find the answer you are looking for in the Knowledge Base, an Authorized Support Contact should open a new incident online. Interacting with Magnitude online will help ensure that your questions are handled as efficiently as possible. In addition, records about your discussion are retained for future reference.

(a) ***Proper Use of Support***. Support is meant to address specific issues with your Software's operation. Submit an incident if:

- You believe there is a problem with your Software;
- You need your Program(s) to be customized to meet your specific needs.

If you would like to request services to assist with an upgrade or patch, you may request this through Magnitude's Professional Services department and any Professional Services provided by Magnitude would be performed under a Statement of Work in accordance with the scope and fees set forth therein.

(b) ***Support Contact Information***.

Online Support: https://central.insightsoftware.com ***(Your primary source for communication with Magnitude Technical Support)***

(c) ***Reseller Support***. For customers who purchased Software licenses from a distributor, the distributor is the primary means for technical support unless notified otherwise by Magnitude, and such customers should contact the distributor prior to contacting Magnitude.

8. OPENING A NEW SUPPORT INCIDENT. Only an Authorized Support Contact may open new Support incidents. You should always open a new incident online before contacting the Support team by telephone. To open a new Support incident:

(a) ***Website***. Navigate to https://central.insightsoftware.com to access Online Support

(b) ***Login***. You will be prompted to login to an existing user account. Once you log in, please submit an incident.

(c) ***Description***. Enter a brief summary of your question in the "Subject" line then a detailed description of your question or problem encountered in the description field. Include the symptoms experienced and any facts about changes to the environment preceding the error. Please include the following additional information as appropriate:

- The Software affected;
- The category appropriate for your question;
- Priority level (see Incident Priority below);
- The version/build number of the Software;
- Server and client operating system (including version or service pack) on which the related software is installed;
- RDBMS version and instance (e.g. test, development, production);
- Application module and version affected;
- Any error numbers and messages associated with your issue; and
- Steps used to replicate the issue.

(d) ***Attachments***. To further expedite the handling of your case, please attach any documents with your question that may help Magnitude's Support team to better understand the problem, such as screen shots of steps taken or error messages.

(e) ***Updates***. You may update information and check the status of your questions at any time online.

(f) ***Submission Issues***. If you are having difficulties submitting your Support incident or would like to speak to a Support representative by telephone, please refer to the "Contacting Support" section of the Support Policy for contact information and hours of operation.

9. INCIDENT MANAGEMENT. After an Authorized Support Contact has submitted a new Support Services incident online, the incident is assigned a unique reference number that should be used in any communication throughout the duration of the case. Using reference numbers is especially critical when customers have multiple cases open for Support Services.

(a) ***Preliminary Investigation***. The Support team will do preliminary investigation before responding to your incident report. Therefore, initial response times vary according to the priority of the case; please refer to the "Support Incident Response Guidelines" section of this document (below) for additional details. Due to the complexity of Software and the environments in which they are installed, technical issues are not normally resolved during the initial contact. Please be prepared to provide additional information to your Support representative. You can update your case electronically at any time through Online Support by navigating to "Communities".

(b) ***Product Defect Corrections***. A product defect correction may be scheduled for correction in a future product release or service pack.

(c) ***Closing an Incident***. Your Support representative will close an incident when you and the Support representative agree that a resolution has been reached. Your incident may be closed because:

- The information provided through Support has answered your question;
- You tell your Support representative that the incident is resolved or can be closed;
- A workaround to achieve similar results is provided and accepted by you;
- It is determined that you require additional expertise and knowledge that can only be gained through product training or a Magnitude Professional Services engagement;
- You and your Support representative agree that your problem is the result of an application code or design problem that cannot be isolated. In this situation, your Support representative may refer you to Magnitude Professional Services;
- Your lack of responsiveness in engaging with Magnitude or responding to a proposed fix from Magnitude; or
- The root cause for the issue reported has been identified as being external to Magnitude.

(g) ***Discretionary Termination of a Support Incident***. A Support incident may be terminated if you have edited data in the underlying database tables, or otherwise modified Software without the assistance of Magnitude. Additionally, if, in the course of a Support incident investigation, a local hardware/configuration constraint/conflict is identified as the underlying reason for the incident, Magnitude reserves the right to terminate its investigation of such incident and responsibility for corrective action will rest solely with you.

(d) ***Feedback***. At Magnitude we continually strive to improve our products and processes, feedback from our customer base is a key factor that contributes to this process. We might solicit your feedback on the closure of an incident, please provide your valuable input to help us serve you better.

(e) ***Older Releases of Software***. Magnitude is not obligated to provide Support Services for any Software versions that are greater than eighteen (18) months old ("Non-Supported Versions"). Any provision of Support Services for any Non-Supported Versions shall be provided at Magnitude's sole discretion and may be subject to additional fees at Magnitude's sole discretion.

10. INCIDENT PRIORITY. Magnitude defines each Support incident according to specific priority criteria. Please read each of the following categories carefully. When you open a new Support incident, classify the priority of your incident using the guidelines below to help us serve you effectively. While Magnitude understands that every Support incident is important and deserves attention, we ask that customers classify cases with great care to ensure that the most severe incidents obtain the necessary resource allocation from Magnitude.

(a) ***Priority 1***. The issue causes complete loss of service to a production system, work cannot reasonably continue, the operation is mission-critical to the business, and the situation is an emergency. A Priority 1 issue has one or more of the following characteristics:

- Data has been corrupted;
- A business-critical function is no longer available;
- The customer's system freezes indefinitely, causing unacceptable or indefinite delays for resources or response; and/or
- The customer's system crashes and continues to crash repeatedly after restart attempts.

Magnitude will dedicate Support representatives to each Priority 1 incident until the issue is resolved or as long as useful progress can be made. To ensure speedy resolution, one or more Authorized Support Contacts must be available throughout the time period that the incident is being worked on and assist with data gathering, testing and applying fixes. In the event your Authorized Support Contacts are unable to promptly and timely participate in the resolution of a Priority 1 incident then Magnitude may, in its sole discretion, lower the priority of the incident. Support team members will be available to the customer during this time period by phone or e-mail as appropriate.

(b) ***Priority 2***. The issue causes a severe loss of service to a production system. No acceptable workaround is available, but operation can continue in a restricted fashion.

(c) ***Priority 3***. The issue causes a severe loss of service to a production or non-production system, but a workaround has been applied which has temporarily allowed operation to continue.

(d) ***Priority 4***. The issue causes minor loss of service to a production system or a severe loss of service to a non-production system. The impact is an inconvenience, which may require a workaround to restore functionality.

(e) ***Support Incident Response Guidelines***. Support representatives will make all reasonable efforts to respond to Support incidents per the following guidelines (see table). Response time is measured from the time you raise an online Support incident to the time a Support representative is assigned to the incident and acknowledges such assignment by initiating a return contact. *Note: For incidents within a given priority level, Support incidents from customers enrolled in a premium Support plan will be given a higher priority over Support incidents from customers enrolled in the Standard Support plan.*

PRIORITY SCHEDULE:

Priority Level:	***Response Time:***
Priority 1	As indicated in Section 2 hereof.
Priority 2	As indicated in Section 2 hereof.
Priority 3	within the next local business day
Priority 4	within the next two local business days

11. SUPPORT TERMS & CONDITIONS.

(a) ***Maintenance & Technical Support Fees***. Fees for Support are due and payable annually in advance of a Support Period (defined below), unless otherwise stated in the relevant Order Form or payment plan with Magnitude or a Magnitude affiliate ("***Payment Plan***"). Your payment or commitment to pay is required to process your Support order with Magnitude (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to the email address that you designate in the Order Form. Failure to submit payment will result in the termination of Support. Support will be provided pursuant to the terms of the Order Form under which it is acquired.

(b) ***Support Period***. Support is effective upon the effective date of the applicable Order Form unless stated otherwise in such Order Form. If your Order Form was placed online, the effective date is the date the Order Form was accepted by Magnitude. Unless otherwise stated in the Order Form, this Support Policy, including pricing, reflect a 12-month Support period (the "**Support Period**"). Once placed, your order for Support is non-cancellable and the sums paid non-refundable, except as provided in the relevant Order Form or the Master Terms. Magnitude is not obligated to provide maintenance or technical support beyond the end of the Support Period.

(c) ***Coverage***. To receive Support, relevant Software must be installed on an appropriate hardware and operating system configuration as specified in our system requirements documentation.

(d) ***Unsupported Installations***. Customers with one or more unsupported installations of Software will not receive updates, maintenance releases, patches, telephone assistance or any other Support.

(e) ***Product Certification***. Software is certified for compatibility with specific versions of an underlying vendor software product (e.g. Oracle EBS, RDBMS, etc.) in two (2) ways: (i) as outlined in the product release notes; or (ii) as detailed in system requirements documentation. As a vendor releases new versions of its product into general production, Magnitude will verify and, if necessary, adjust Software to ensure that it can be supported for that release. Magnitude is committed to making the transition from one release of a vendor software product to another as seamless as possible for our customers. The amount of effort required to verify that the new release will be compatible with Software depends on the scope of the changes that the vendor has made to that release. As a result, Magnitude cannot commit, in advance, to a timetable for that Support. Additionally, Professional Services may be required

(f) ***General Right to Desupport***. It may become necessary as a part of Magnitude's product lifecycle to desupport certain Program releases and, therefore, Magnitude reserves that right, in accordance with the terms set forth below. Desupport information is subject to change.

(g) ***Vendor Product Decertification***. Should Magnitude determine that a particular version of an underlying vendor software product is unstable or otherwise incompatible with one of our product releases, we reserve the right to decertify that vendor product version. Magnitude will define this decertification in the product release notes and detail it in the system requirements documentation.

(h) ***Error Corrections***. Magnitude will use reasonable efforts to correct any errors, defects or malfunctions in the Software. We may also choose to replace them with functionally equivalent software, or provide a temporary solution or patch for the portion of the Software containing the errors. Any possible error corrections will be remedied as part of the Software licensed under your company's existing software license agreement. Corrections will be provided under the terms and conditions contained in the software license agreement.

(i) ***Updates***. From time to time during the term of Support, Magnitude may make available enhancements and new versions of the Magnitude products and related documentation ("***Updates***"). Any updates issued to you by Magnitude are considered part of the Magnitude products that are licensed under the software license agreement and will be provided according to the terms and conditions contained in that agreement. While Magnitude often creates updates and new versions of our products, we do not promise that this will occur during the length of any particular period of Support. Professional Services required to implement Updates are not included in support fees.

(j) ***Customizations***. Customizations to Software are not supported under Standard or Platinum Support. the Support team will not attempt to remedy software issues that arise as a result of such customizations. Extended Support specific to certified customizations can be purchased through Magnitude Professional Services.

(k) ***Obsolete Magnitude Products***. Magnitude supports multiple versions of our products. We know that your company may need adequate time to upgrade the underlying software products against which we certify upgrades of our products. Should we determine that we can no longer support a version or versions of our products, we will provide you with written notification at least twelve (12) months before the date of obsolescence. If a software product vendor deems a version (or versions) of its product obsolete, Magnitude will no longer be able to support our products against that

version. Magnitude will discontinue Support of these products on the same schedule as the vendor has chosen to render its software product version (or versions) obsolete.

(l) ***Misuse***. Occasionally damage occurs because of misuse. If your Support issue is due to one (1) or more accidents, relocation or other movement of any Magnitude product, or the neglect or misuse of Programs (including non-certified customizations, failure to maintain proper environmental conditions of sites or failure to use the Magnitude products in accordance with the applicable documentation, failure to backup all existing data, software, and programs on affected systems before receiving services), Magnitude will not provide Support to correct the resulting issue.

(m) ***On-Site Support***. On-site Support is not included as a part of any Support plan. You may obtain this level of service only by purchasing Professional Services from Magnitude under the applicable terms and charges.

12. DISCRETIONARY MODIFICATIONS TO SUPPORT POLICY. The Support Policy is subject to change at Magnitude's discretion; however, Magnitude's policy changes will not result in a material reduction in the level of the services provided for supported Software during the Support Period for which fees for Support have been paid.

ANGLES AND AGILITY SOFTWARE-AS-A-SERVICE ("SAAS")
SUPPORT SERVICES TERMS

1. This Support Policy contains the Support Services description for the Angles Software and Agility PIM products that are delivered to Customers on a SaaS-basis.

2. Availability of SaaS Services. The Availability Time (as defined below) of the SaaS Services each calendar month during the SaaS Services Term will be no less than 99.5% (based upon an average 30-day month).

3. Availability Time and Excused Downtime. Magnitude shall provide the SaaS Services to Customer in order to permit users access to the Software at all times following the date hereof, during the term of SaaS Services except during: (a) such reasonable time as is necessary for Maintenance Activities (as defined below); (b) the occurrence of any Force Majeure Event; or (c) any down time in the SaaS Services caused by internet or cloud service providers or caused by other telecommunications facilities used by Customer and other users permitted hereunder ((a) through (c), collectively, "Excused Downtime" and such access time minus the Excused Downtime, the "Availability Time").

4. No Breach. Customer agrees that Magnitude will not be in breach of this Agreement if its failure to provide the SaaS Services is due to Excused Downtime.

5. Maintenance Activities. The following will be maintenance activities undertaken by Magnitude in respect of the SaaS Services (the "Maintenance Activities"):

    a. Normal maintenance activities that may or may not disrupt service ("Planned Maintenance Event"). Magnitude will use reasonable commercial efforts to provide reasonable advance notice of a Planned Maintenance Event.

    b. Maintenance required due to degradation of the SaaS Services ("Planned Emergency Maintenance Events"). Magnitude will endeavour to provide 48-hours' notice in advance if conditions permit.

    c. Maintenance required due to loss of service ("Unplanned Emergency Maintenance Events"). Magnitude will utilize best efforts to notify Customer in advance if conditions permit.

6. Contacting Support.

    a. Opening a New Support Incident. Only a Support Contact may open new Support incidents. You should always open a new incident online before contacting the Support team by telephone. To open a new Support incident:

        i. Website. Navigate to https://central.insightsoftware.com to access Online Support

        ii. Login. You will be prompted to login to an existing user account. Once you log in, please submit an incident.

        iii. Description. Enter a brief summary of your question in the "Subject" line then a detailed description of your question or problem encountered in the description field. Include the symptoms experienced and any facts about changes to the environment preceding the error. Please include the following additional information as appropriate:

            1. The Software affected;
            2. The category appropriate for your question;
            3. Priority level (see Incident Priority below);

iv. Attachments. To further expedite the handling of your case, please attach any documents with your question that may help Magnitude's Support team to better understand the problem, such as screen shots of steps taken or error messages.

v. Updates. You may update information and check the status of your questions at any time online.

vi. Submission Issues. If you are having difficulties submitting your Support incident or would like to speak to a Support representative by telephone, please refer to the "Contacting Support" section of the Support Policy for contact information and hours of operation.

b. Incident Management. After a Support Contact has submitted a new Support Services incident online, the incident is assigned a unique reference number that should be used in any communication throughout the duration of the case. Using reference numbers is especially critical when customers have multiple cases open for Support Services.

i. Preliminary Investigation. The Support team will do preliminary investigation before responding to your incident report. Therefore, initial response times vary according to the priority of the case; please refer to the "Support Incident Response Guidelines" section of this document (below) for additional details. Due to the complexity of Software and the environments in which they are installed, technical issues are not normally resolved during the initial contact. Please be prepared to provide additional information to your Support representative. You can update your case electronically at any time through Online Support by navigating to "Communities".

ii. Product Defect Corrections. A product defect correction may be scheduled for correction in a future product release or service pack.

iii. Closing an Incident. Your Support representative will close an incident when you and the Support representative agree that a resolution has been reached. Your incident may be closed because:

1. The information provided through Support has answered your question;
2. You tell your Support representative that the incident is resolved or can be closed;
3. A workaround to achieve similar results is provided and accepted by you;
4. It is determined that you require additional expertise and knowledge that can only be gained through product training or a Magnitude Professional Services engagement;
5. You and your Support representative agree that your problem is the result of an application code or design problem that cannot be isolated. In this situation, your Support representative may refer you to Magnitude Professional Services;
6. Your lack of responsiveness in engaging with Magnitude or responding to a proposed fix from Magnitude; or
7. The root cause for the issue reported has been identified as being external to Magnitude.

iv. Discretionary Termination of a Support Incident. A Support incident may be terminated if you have edited data in the underlying database tables, or otherwise modified Software without the assistance of Magnitude. Additionally, if, in the course of a Support incident investigation, a local hardware/configuration constraint/conflict is identified as the underlying reason for the incident, Magnitude reserves the right to terminate its investigation of such incident and responsibility for corrective action will rest solely with you.

7. Customer's Data Upon Termination or Expiration. Unless otherwise mutually agreed upon by Customer and Magnitude, upon any termination or expiration of this Agreement or the Term of SaaS Services, Customer shall have a fifteen (15) calendar day period following the last day of this Agreement or the Term of SaaS Services to request Customer's data in an insightsoftware-approved exportable/readable format, and Magnitude shall provide such data upon Customer's request within fifteen (15) calendar days of Magnitude's receipt of Customer's request.

8. Definitions.

a. "Issue" means a failure of the Service to materially comply with the Documentation that can be reproduced by Magnitude.

b. "Service Support Hours" means the hours established by the Magnitude Support team. Contact Magnitude Support at https://central.insightsoftware.com for the Services Support Hours and the Magnitude-observed holidays in your region.

9. Service Issues; Process.

a. Technical Assistance. Customer, through its Support Contacts, shall have access to Magnitude's technical knowledge base and self service tools.

b. Issue Definition, Categorization and Response. Each Issue shall be assigned a Priority based on the type of Issue, and Magnitude shall respond to submission of an Issue, all as set forth in the table below.

c. Support Case Response Guidelines. Support representatives will make commercially reasonable efforts to respond to Support cases per the following guidelines:

i. Priority 1 cases within 2 business hours
ii. Priority 2 cases within 4 business hours
iii. Priority 3 and 4 cases within 8 business hours

b. Case Priority. Magnitude defines each Support case according to specific priority criteria. When a new Support Case is opened, the customer should classify the priority using the guidelines below. While Magnitude understands that every Support case is important and deserves attention, we ask that customers classify cases with great care to ensure that the most severe cases obtain the necessary resource allocation from Magnitude.

i. Priority 1. (Urgent - Business Critical). An Issue that results in a critical business impact on a Production System, and no viable workaround exists. The following reasons for this assignment may include:
    1. a complete or substantial loss of service when using a Production System, or
    2. real or perceived data loss or data corruption making an essential part of the Production System unusable, or
    3. the inability to use a mission critical application within a Production System.
    4. Magnitude will assign Support representatives to each Priority 1 case until the issue is resolved or as long as useful progress can be made. To ensure timely resolution, one or more Support Contacts must be available throughout the time period that the case is being worked on and assist with data gathering, testing and applying fixes. In the event the Support Contacts are unable to promptly and timely participate in the resolution of a Priority 1 case, Magnitude may, in its sole discretion, lower the priority of the case. Support team members will be available to the customer during this time period via the portal, by phone or by e-mail as appropriate.

ii. Priority 2. (High - Degraded Service). An Issue that results in a high business impact on a Production, QA/UAT and/or Development system. The following reasons for this assignment may include:
    1. the functionality of the software is adversely affected, but can be circumvented, or
    2. certain functions within the software are disabled, but the Software remains operable, or
    3. a complete or substantial loss of service when using a Development System.

iii. Priority 3. (Medium - General Issue). An Issue that results in a medium business impact on a Production, QA/UAT and/or Development system. The following reasons for this assignment may include:
    1. partial non-critical functionality loss and the Issue has no significant effect on the usability of the software, or
    2. time-sensitive Issue important to long-term productivity that is not causing an immediate work stoppage.

iv. Priority 4. (Low). An Issue that results in minimal business impact on a Production, QA/UAT and/or Development system. The following reasons for this assignment may include:
    1. an Issue resulting in no impact to quality, performance, or functionality of the software
    2. general information requests, such as usage and configuration.

d. Support Contacts may submit to Magnitude reports of Issue(s), and such reports shall contain information reasonably necessary for Magnitude to efficiently identify and confirm the Issue and commence addressing the Issue, including, without limitation, the following:

i. A full description of the Issue and expected results.

ii. A reproducible test case that demonstrates the specific sequence that causes the Issue being reported.

iii. All applicable error, trace and system files.

iv. Exact wording of all error messages.

v. Any special circumstances surrounding the discovery of the Issue.

vi. Any additional information and cooperation reasonably requested by Magnitude.

10. Service Availability

a. Commitment. Magnitude will make available the Service to Customer's production tenant 99.5% of the time, measured over a calendar month, provided, however, that the following shall not be considered downtime, and the time to perform the following shall not be included in the time the Service is unavailable: (i) preventative maintenance; (ii) application Updates to the Service; (iii) neither party will be liable for any delay or failure of its performance under this Agreement if it results from causes beyond its control (**"Force Majeure Event"**) provided that the party claiming a Force Majeure Event (a) provides the other party with notice of a Force Majeure Event as soon as practicable following the occurrence of the same; and (b) performs fully and completely all its other obligations in accordance herewith during the existence of such Force Majeure Event; and (c) uses its commercially reasonable best efforts to recommence full and complete performance of its obligations as soon as possible after the occurrence of such Force Majeure Event. Notwithstanding the same, Customer will not be relieved of any payment obligation.

b. Service Credits**.** In the event of a failure by Magnitude to meet the Service Availability minimum as set forth in Section 3 of this SLA, as Customer's sole and exclusive remedy, at Customer's request, Magnitude shall provide service credits in accordance with the following matrix:

i. First month of missed service availability minimum: The parties shall meet to discuss possible corrective actions;

ii. Second consecutive month: 10% of the Subscription Fee paid for the applicable month for the affected Service;

iii. Third consecutive month: 20% of the Subscription Fee paid for the applicable month for the affected Service;

iv. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month for the affected Service;

v. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month for the affected Service; and

vi. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month for the affected Service.

vii. More than three consecutive months: Within thirty (30) days of such failure either Party shall have the option to terminate the entire Agreement and upon such termination, in addition to the service credits outlined above, Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date written notice of such termination is received.

c. Exclusions. Notwithstanding anything to the contrary, Magnitude will have no obligations related to maintenance and support, or responsibilities with respect to Service issues caused by: (1) the use or functioning of the Service with third party products other than those specified in the Documentation; (2) use of the Service in breach of the Agreement or the Documentation; or (3) any modification, customizations or enhancements of the Service by any person or entity other than Magnitude.

11. Discretionary Modifications to Support Policy. The Support Policy is subject to change at Magnitude's discretion; however, Magnitude's policy changes will not result in a material reduction in the level of the services provided for supported Software during the Support Period for which fees for Support have been paid.

ARCHIVED SOFTWARE

Product Name	End of Support Date
Wands for PeopleSoft	February 29, 2019
Reports Wand with NoetixViews OEM edition for Oracle and associated App Connector Packs	March 30, 2019
Wands for Financial Force	December 31, 2019
Spreadsheet Server Writeback	November 2, 2020 or service contract termination date (whichever is earliest)