



## **SUPPORT POLICY**

This Support Policy describes what support you can expect from insightsoftware when you purchase Support for our various Software products, including Spreadsheet Server, Jet Reports, Wands, Atlas, Hubble, CXO, Bizview, Longview Plan, Tidemark, IDL Koniss, Certent Disclosure Management, Longview Close, Viareport, Longview Tax, Longview Transfer Pricing, Certent Equity Management, Jet Analytics, Longview Analytics, Logi Analytics Software, Izenda Software and Calumo Software. 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.

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## **SUPPORT PROCESS**

### **Contacting Support**

The most efficient way to contact Support is to use the Customer Support Community, an online, interactive support portal that provides you access to knowledge base articles, a customer community forum, ability to live chat with the Support team, and ability to submit and monitor Support tickets. The Customer Support Community can be accessed through the Software-specific links located here: <https://help.insightsoftware.com/s/>. You can contact Support for the particular product line you are using either by phone during our local phone hours or via email any time at contact information provided at <https://insightsoftware.com/support/product-support/>.

### **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.

### **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 14 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 14 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**

Subject to Customer's reasonable security requirements, Customer agrees to provide insightsoftware with access to Customer's personnel and its equipment during normal business hours. 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.

### **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.



## 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, 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 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. Insightsoftware Support team will liaise with our software engineering team if you are experiencing an error or bug 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.
- Some Support services may not be available for any Software versions that are greater than eighteen (18) months old.
- 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.

### 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.

<b>Response Expectations</b>	<b>Step 1: Acknowledgement</b>	<b>Step 2: Restoration and/or Action Plan</b>
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	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 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.	Install or Upgrade has an application issue that does have a workaround, but the workaround should only be temporary or requires significant rework of setup.	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.	Minimal data corruption.	One or More Data Replication tasks have significant latency;	Install or Upgrade has an issue that is minor on the application.	Planning Cycle has an issue that is minor to the application.



		Reporting Deadlines has an issue that is minor to the application.		customer source system and environment are working normally and are available.		
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.

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



## 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.** 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 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. After such fifteen-day period, insightsoftware shall have no obligation to make Customer’s data available to Customer or to retain any of the same.
6. **SaaS Services Service Levels.** If Customer has purchased the SaaS Services as designated in the applicable Order Form, the Service Level terms of Annex 2 to Exhibit 1 shall apply to the provision of SaaS Services products only. For clarity, any products not hosted in the insightsoftware cloud shall be subject to the service level policies located in the standard insightsoftware Support Policy.
7. **Definitions.**



- a. "Customer Contact" is a Customer employee designated by Customer to be the liaison between Customer and insightsoftware regarding Service issues. A Customer Contact may be replaced upon five (5) day's prior written notice to insightsoftware.
- b. "Issue" means a failure of the Service to materially comply with the Documentation that can be reproduced by insightsoftware.
- c. "Service Support Hours" means the hours of 3 am and 8 pm Eastern Time, Monday through Friday, excluding insightsoftware observed holidays (Christmas Day, Boxing Day, New Year's Day and Labor Day).

**8. Service Issues; Process.**

- a. Technical Assistance. insightsoftware will provide technical assistance to Customer through up to six (6) Customer Contacts during Service Support Hours. In addition, Customer, through its Customer 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. Customer 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.

9. Response Levels; Priority Levels

a. Response Levels

Response Expectations	Step 1: Acknowledgement	Step 2: Restoration and/or Action Plan
<b>Priority 1</b>	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.
<b>*Priority 2</b>	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.
<b>*Priority 3</b>	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.
<b>*Priority 4</b>	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
<b>Priority 1</b>	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.



<b>Priority 2</b>	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.	Install or Upgrade has an application issue that does have a workaround , but the workaround should only be temporary or requires significant rework of setup.	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.
<b>Priority 3</b>	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.
<b>Priority 4</b>	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.

## 10. 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. Notwithstanding anything to the contrary, insightsoftware 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 insightsoftware.



## IZENDA SOFTWARE SUPPORT SERVICES TERMS

**1. MAINTENANCE AND SUPPORT SERVICES.** “Support Services” consists of providing On-Line Support and Telephone Support (excluding Warrior package) to OEM’s designated technical support contact(s) (the “Solution Owners”), concerning consultation with OEM on the installation, use of the Izenda Software and integration of the Izenda Software with the OEM Software. “Maintenance Services” consist of Issue resolution relating to Supported Releases and the provision of any Updates at no additional cost to OEM. Izenda provides Maintenance Services and Support Services Monday through Friday during the following hours: 9:00 am to 6:00 pm Eastern Time, excluding local holidays. For clarity, Izenda provides: (i) Maintenance Services at no additional cost to OEM as long as OEM pays the annual subscription fee for the Izenda Software; and (ii) Support Services on a time and materials basis.

## **2. ADDITIONAL DEFINITIONS.**

- 2.1. “Issue” means a failure of a Supported Release to conform to the Documentation. Izenda provides Maintenance Services for Issues that are (i) reproducible on a Supported Release that is running unaltered, and (ii) on an appropriate hardware, database and operating system configuration, as specified in the Documentation.
- 2.2. “Major Releases”, “Core Releases”, “Feature Releases”, and “Maintenance Releases”. Izenda releases the Izenda Software with release numbers in the form w.x.y.z (e.g., 0.2.3.1). A “Major Release” is defined as all releases with the same first digit in the release number; for example, 1.2.3.1 and 1.2.4.1, are all part of the same Major Release. A “Core Release” is defined as an individual release with a change to the second digit after the Major Release occurs, for example, 1.2.3.1 is the Major Release and 1.3.3.1 and 1.3.3.1 are Core Releases. A “Feature Release” is defined as an individual release with a change to the third digit after the Feature Release occurs, for example, 1.2.3.1 is the Feature Release and 1.2.4.2 and 1.2.5.3 are Feature Releases. A “Maintenance Release” is defined as an individual release with a change to the fourth digit after the Major Release occurs, for example, 1.2.3.1 is the Major Release and 1.2.3.2 and 1.2.3.3 are Maintenance Releases.
- 2.3. “Patch” or “Maintenance Release” means a revision to a Feature Release that addresses one or more specific Severity 1 Issues.
- 2.4. “On-Line Support” means Support Services provided by Izenda electronically in response to electronically transmitted inquiries to the Solution Owners via email to [customersupport@izenda.com](mailto:customersupport@izenda.com), which will create a ticket in our tracking system for response and resolution.
- 2.5. “Supported Releases” means (i) the current Feature Release of the current Major Release and (ii) the latest Feature Releases of the previous Major Release for 90 business days.
- 2.6. “Support Request” means a request for Support Services (e.g., a question regarding the installation and use of the Izenda Software or a request for Issue resolution) sent to Izenda by OEM. OEM may submit a Support Request by email to [customersupport@izenda.com](mailto:customersupport@izenda.com) or by telephone at 678-619-5889 ext. 2 or the current service number provided on Izenda.com.
- 2.7. “Telephone Support” means Support Services telephone assistance provided by Izenda to the Solution Owners concerning Issues in the Izenda Software.
- 2.8. “Update(s)” means revisions to the Izenda Software that correct defects, errors or bugs or incorporate minor enhancements to the functionality that Izenda at its discretion makes generally available to its customers who subscribe to Maintenance Services at no additional cost. Updates may be in the form of Major, Minor and Maintenance Releases. Izenda will post Updates on its website when they become available. Updates available for the Izenda Softwares licensed by OEM. Izenda will make such Updates and corresponding Documentation available to OEM at no additional cost while OEM subscribes to Maintenance Services.

**3. MAINTENANCE SERVICES REQUESTS.** OEM shall promptly report Issues to Izenda by submitting a



Maintenance Request. The Maintenance Request shall include sufficient information to allow Izenda to determine the nature of the Issue including a description of the issue, the impact and suggested reproduction steps as well as the designated person to contact about the issue. OEM may submit a Maintenance Request by telephone or via email. Izenda will confirm the existence of the Issue and determine the “Severity Level” (as described below) and will respond to the Issue according to the response periods set forth below. Izenda will use commercially reasonable efforts to resolve Issues in accordance with the targets described below but cannot guarantee resolution within the target times. Izenda will apply any reasonable method available to resolve OEM’s Issue.

**Maintenance Service Levels**

Severity	Response Time	Resolution Target Time (No code fix required)	Resolution Target Time (Code fix required)
1 – Urgent	See above	Three (3) business days	Five (5) business days if a Patch is required.  If a Patch is not required, all efforts will be made to place the fix in the upcoming Maintenance Release.
2 – High	See above	Five (5) business days	The next Maintenance Release
3 – Medium	See above	Fifteen (15) business days	Prioritized in the next Maintenance Release planning
4 – Low	See above	Twenty (20) business days	Prioritized in the next Maintenance Release planning

**Definitions:**

Severity Levels:

- *Severity 1 (Urgent)* - The Izenda Software is unusable, resulting in a critical impact on the operation. No workaround is available. Severity 1 Issues are limited to production critical events. Most Issues encountered during the development or implementation phase of a project will be classified as Severity 3 or Severity 4. At times it may be appropriate to escalate a development problem to Severity 2.
- *Severity 2 (High)* - The Izenda Software will operate but its operation is severely restricted. No workaround is available to remedy restrictions.
- *Severity 3 (Medium)* - The Izenda Software will operate with limitations that are not critical to the overall operation. For example, a workaround forces a user and/or a system operator to use a time-consuming procedure to operate the system; or removes a non-essential feature.
- *Severity 4 (Low)* – OEM can use the Izenda Software and all functionality with only slight inconvenience.

**4. REPRODUCING ERRORS.** In order to resolve an Issue, Izenda must be able to reproduce the Issue. Both parties will use reasonable efforts to reproduce the Issue. Izenda will, in Izenda’s own test facilities and using Izenda’s own test data, use commercially reasonable efforts to reproduce and diagnose Issues reported by OEM. If Izenda is unable to reproduce an Issue in its own test facilities, Izenda will ask that OEM provide Izenda with steps to reproduce the Issue in a non-integrated version of the Izenda Software and, where possible, demonstrate the Issue to Izenda via screencast or web conferencing. If the Issue cannot be reproduced in a non-integrated environment, OEM will need to provide Izenda access to a configured development or testing environment for diagnosis and resolution, or provide code samples that enable Izenda to build and reproduce the error. Any time spent by Izenda to build that environment is billed on a time and materials basis and is not included in Maintenance Services. Izenda will spend up to one hour attempting to reproduce an Issue at no cost. If Izenda cannot reproduce the Issue in an hour, Izenda will cease providing Maintenance Services for that reported Issue and will request electronic consent to continue work on the issue. All



work performed will be billed on a time and materials basis. OEM shall not be liable for the fees incurred to the extent the services are ultimately determined to be for the correction of a Izenda Software Issue, as determined by Izenda. Izenda provides Maintenance Services on a remote basis only.

5. **OEM'S RESPONSIBILITY.** OEM shall be responsible for the implementation, installation and integrations of any Updates, including, without limitation, testing Updates in a test environment and scheduling for introduction into any production environment. In the event that OEM encounters an Issue which has been fixed in newer version of a Supported Release, OEM agrees to upgrade to that newer version of a Supported Release. Izenda only issues Patches for Severity 1 Issues that have not been resolved in newer versions of a Supported Release. Izenda shall not be responsible for correcting an Issue if OEM fails to incorporate the corrective Update. OEM's failure to timely pay any fees due to Izenda will entitle Izenda to withhold Maintenance and Support Services until all fees are paid in full.
6. **SCOPE OF MAINTENANCE SERVICES.** Izenda only provides Maintenance Services for the Supported Releases. Izenda provides Maintenance Services on a remote basis only. Izenda provides Maintenance Services only for Izenda Software Issues. Any errors in the integration, installation or implementation of the Izenda Software is not included in Maintenance Services.
7. **ADDITIONAL SERVICES.** Services that are not specifically identified herein are not included within Maintenance Services. If OEM desires additional services, assistance, or support not specifically identified herein (such as training, assistance with configuration of the Izenda Software, assistance with integration or upgrades, assistance with hardware configuration, support for modified versions of the Izenda Software, such requests are chargeable hourly as Support Services.
8. **SCHEDULED MEETINGS.** Many support requests are handled on a scheduled meeting basis. If OEM does not attend a scheduled meeting without giving 24 hours' notice of cancellation or rescheduling, one hour will be deducted from OEM's bank of Support Service hours per Izenda resource scheduled to attend the meeting.
9. **BASE INSTALLATION**

The following is included in the Base Installation package: assistance from Izenda to install an Update:

- Install Your Instance & Procure License Key
  - Comes with one postgresSQL Config DB and one postgresSQL training set.
- Connect Your Data
  - Connect one data source (one database). Data model customization (aliasing, categorization, etc.) is not included in the Base Installation.
- Setup Base User Roles & Security Models
  - User Roles: Administrator, Advanced Report Creator, Basic Report Creator, & Report Viewer.
    - Izenda will create a User for each default role type.
    - Izenda will assist in the setup of up to two Custom Role Types, upon request. Role mapping is not included in the Base Installation.
- Authentication: One of Either Deployment Mode 0 or Deployment Mode 1 (as defined below)
  - DM0 - Izenda will set up default best practice authentication protocols for password complexity for independent stand-alone application deployments.
  - DM1 - Izenda will integrate a default admin token for authentication with Izenda's example client host application.
- Setup Base Front-end Integration with Export Validation



- Front-end Starter Toolkit Installation – A selection of one installation from the currently available and supported toolkits at the time of project commencement. A list of supported toolkits is available at the following url: <https://github.com/Izenda7Series/>
  - Exporting validation & scheduling with front-end toolkits and within Host Application. \*Requires SMTP configuration details from Client.
- Out of Scope.
    - Only the services explicitly listed above are included in the Base Installation (the “Scope”) and all other services or deliverables are outside of the Scope. OEM acknowledges and understands these terms regarding the Scope.



## LOGI ANALYTICS SOFTWARE SUPPORT SERVICES TERMS

These Technical Support and Maintenance Services terms and conditions 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. All Technology Updates, Technology Upgrades, workarounds and other software provided pursuant to these Technical Support and Maintenance Services shall be “Logi Analytics Software,” as defined 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 Analytics Software that results in a failure of the Logi Analytics Software, when used in accordance with Logi Analytics’ 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 Logi Analytics 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 Analytics Software specified in the applicable Order Form and (ii) the immediately preceding version of such Logi Analytics 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 Analytics 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 Analytics 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 Analytics Software, but does not constitute merely a Technology Update and is not marketed or distributed by Logi Analytics 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, Logi Analytics 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 Logi Analytics for Second Line Support, and Logi Analytics 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. Logi Analytics recognises the following severity levels of Errors, determined by Logi Analytics 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. Logi Analytics 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). Logi Analytics 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. Logi Analytics 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. Logi Analytics 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. Logi Analytics 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 Logi Analytics without Logi Analytics' 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 Logi Analytics (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 Logi Analytics 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, Logi Analytics 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 Analytics 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 Analytics Software is installed in accordance with the Agreement.
  - 3.2 With respect to Logi Analytics 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 Analytics Software is installed in accordance with the Agreement.
4. **Means of Performing Technical Support and Maintenance Services.** Logi Analytics 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 Logi Analytics to perform the Technical Support and Maintenance Services remotely to the extent possible.



#### ARCHIVED SOFTWARE

<b>Product Name</b>	<b>End of Support Date</b>
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)