



## STANDARD SUPPORT PLAN DESCRIPTION

### 1. SUPPORTED PROGRAMS.

Appeon will provide support for the "Supported Programs" listed on the Appeon quotation and as confirmed by Customer's purchase order or written acknowledgement and an Appeon invoice.

"Supported Programs" shall mean the then-current Major Version of the listed software programs running in a "Compatible Configuration" and, for a period of twelve (12) months after introduction of a new Major Version of such program, the immediately preceding Major Version of the software program.

"Compatible Configuration" shall mean (i) the Programs are installed to the correct software and hardware (if applicable) system as specified in the Documentation, (ii) all software and hardware has been configured properly in accordance with the Documentation or appropriate third-party vendor's documentation (as applicable), and (iii) the Programs are used properly in accordance with the Documentation.

### 2. SUPPORT SERVICES.

2.1 Technical Support. Appeon will provide technical support ONLY for reproducible software defects of the Supported Programs. Appeon shall have no obligation to provide technical support for software defects of the Supported Programs that have been corrected in a newer generally-available Update. Technical support is available between the hours of 9 a.m. to 5 p.m. Monday through Friday, Eastern time in North America, excluding Appeon observed holidays ("Local Office Hours").

2.2 24x7 Electronic Support. Appeon will provide 24 x 7 access to its electronic support services, such as the Web-based Knowledgebase, electronic case management, electronic software distribution, and Newsgroups.

2.3 Extended Support. Upon request by Customer, Appeon, in its discretion, may provide optional Extended Support to Customer for assisting with technical issues out of scope under Paragraph 2.1. After-hours support is available on a pre-scheduled basis for evenings and weekends. For such optional Extended Support, Customer agrees to pay the then-current Extended Support fee.

2.4 Onsite Assistance. Upon request by Customer, Appeon, in its discretion, may provide optional Onsite Assistance to Customer at Customer's place of business. For such optional Onsite Assistance, Customer agrees to pay the then-current time and materials charges plus actual travel, living and out-of-pocket expenses reasonably incurred by Appeon.

### 3. AUTHORIZED CONTACTS.

Appeon shall provide the Support Services for two (2) Customer contacts. The Customer may designate other support contacts for an additional annual charge per contact. The Customer is responsible to

designate the support contacts for all matters related to service. Such contacts shall be knowledgeable in the Supported Programs and all associated software.

#### 4. RESOLUTION OF SUPPORT REQUESTS.

4.1 Initiation of Support Request. Customer's contact shall enter a request electronically via the Web in the Technical Support System to initiate a software support request referred to as a case. The Technical Support System will log the case and assign a reference number to it called a case number. When requesting Technical Support, Customer shall provide the following information: (a) priority of support request, (b) product and version number of the software Customer is using, including maintenance release number, (c) platform and operating system, including version number, (d) client machine operating system type and version, (e) description of the problem, (f) application program environment, and (g) a reproducible test case or environment image.

4.2 Priority Level. The priority of support requests shall be P3 level by default. Customer agrees to use its reasonable business judgment to categorize each support request associated with the Supported Programs as one of the following types of priorities:

(a) Priority One ("P1"): The Supported Programs are not operational; production or development is halted. No workaround is possible, or a workaround exists but is not commercially reasonable to implement.

(b) Priority Two ("P2"): The Supported Programs are operational, but production is seriously impacted or the problem is having a severe impact on your ability to continue development. No workaround is possible, or a workaround exists but is not commercially reasonable to implement.

(c) Priority Three ("P3"): The Supported Programs are useable, but its functionality is seriously affected such that development/production can continue for a reasonable amount of time before the problem becomes critical. A workaround exists that is commercially reasonable to implement.

(d) Priority Four ("P4"): The Supported Programs are useable, but its functionality is affected. A workaround exists that is commercially reasonable to implement.

4.3 Response Policy. If, in Appeon's judgment, Customer correctly identifies a support request as a Priority One severity, Appeon shall use reasonable efforts to respond to the request within two (2) business hours of Appeon's receipt during Local Office Hours. If, in Appeon's judgment, Customer correctly identifies a support request as a Priority Two severity, or a Priority Three/Four severity, Appeon shall use reasonable efforts to respond within four (4) business hours, or eight (8) business hours respectively, of Appeon's receipt during Local Office Hours. After responding to the case and gathering any additional required information, Appeon will develop a plan for addressing the support request, which may involve providing a fix, developing a workaround, or providing some other solution. THIS IS NOT A GUARANTEE OF RESPONSE TIME.

4.4 Access and Configuration. Customer may be required to provide Appeon and its designees with Internet access to the applicable system for servicing under this Plan, provided that Appeon and its designees comply with Customer's reasonable security requirements related to such access.

4.5 Escalation Response. If at any point while a case is open the Customer is not satisfied with the current plan of action, the Customer may request escalation through the Technical Support engineer. The Technical Support manager responsible for the team supporting the case will address escalation requests and develop an action plan. This plan will be mutually agreed upon with the Customer. Customers may request escalation to a higher level whenever necessary.

## 5. SOFTWARE SERVICES - PROGRAM REVISIONS.

5.1 Deliverables. Appeon will provide bug fixes, workarounds, and maintenance releases for the Supported Programs, as they are made generally available to Appeon customers. When deploying such bug fixes, workarounds, or maintenance releases, the Customer will maintain all software, hardware, and network equipment in the configuration recommended by Appeon or by the appropriate third-party vendor (as applicable).

(a) Maintenance Releases. Appeon will provide bug fixes and/or workaround solutions to correct, to the extent reasonably possible, defects in the Supported Programs, which cause the Supported Programs not to operate in accordance with the Supported Programs published end user documentation. In some cases, the defect of the Supported Programs may prove to be an error or omission in the published end user documentation, in which case Appeon will correct said documentation. Appeon reserves the right, in its sole discretion, to make corrections or fixes only to the most current generally-available version of the Supported Programs. THIS IS NOT A GUARANTEE THAT ALL DEFECTS WILL BE CORRECTED.

(b) Updates. Appeon will provide Updates to the Supported Programs, which Appeon designates as "internal improvements". The term "Update" shall mean any program, any part thereof, or any materials not included in the software programs at the time of initial license, which modify or improve the existing functions of the software programs. Updates do not include any new modules, which Appeon designates as software products and for which it charges a separate fee or any new software products, which Appeon designates by a different product name. Updates are subject to any new or additional product specific license terms, which accompany the program.

5.2 Delivery Method. Appeon will provide the revisions described under Paragraph 5.1 to Customer upon request, by electronic distribution only.

5.3 Limitations.

(a) New Versions of Third-Party Software. Appeon does not have an obligation to modify the Supported Programs to run with new versions of the Operating System, Database, or other third-party software.

(b) Patching. Appeon does not recommend patching as a method of resolving software defects of the Supported Programs as patching poses risks to system stability and data integrity. Nevertheless, Appeon understands that there are circumstances where patching may still be requested by the Customer. Under these circumstances for patching to be attempted, Customer assumes the risk of patching. Appeon shall not be liable for any loss or corruption of data. ALL PATCHING, EVEN IF PERFORMED BY APPEON, IS WITHOUT WARRANTY OF ANY KIND.

6. GLOBAL SUPPORT.

Support is provided only in English language for contacts based within the country specified on Customer's order.