Support Addendum for SaaS

The following support terms (this "**Support Addendum**") is entered into by and between the parties listed, and as of the Effective Date stated on the quote, referencing agreement or any other agreement that references this Support Addendum) (the "**Referencing Agreement**"). For clarity, "**Customer**" is the specific entity listed on the Referencing Agreement and does not include parents, subsidiaries, or any other affiliated entities (unless specifically listed in the Referencing Agreement). Capitalized terms used but not defined in this document have the meanings assigned to them in the Referencing Agreement.

1. DEFINITIONS

1.1 "**Basic/Standard Support**" means the Support level as set out in Section 2.

1.2 "**Gold Support**" means the gold level of Support as set out in Section 3.

1.3 "**Issue**" means a failure of the "**Application**" (as described in the Referencing Agreement) to substantially conform to the functional specifications set forth in the Documentation.

1.4 "**Platinum Program/Support**" means the platinum program/support level of Support as set out in Section 4.

1.5 "**Response Time**" means the time period in which the assigned support resource (or support system) shall provide Customer with an initial technical response as a result of an Issue reported by Customer.

1.6 "**Support**" means the support services to be provided by the Service Provider to the Customer in accordance with this Support Addendum.

1.7 "**Support Level**" means the level of Support (Basic/Standard Support, Gold Support (if available) or Platinum Program/Support) that has been selected by the Customer on the Referencing Agreement.

1.8 "**Term**" means the duration set forth in the Referencing Agreement.

2. BASIC/STANDARD SUPPORT

2.1 **Basic/Standard Support.** Basic/Standard Support includes the program features that Service Provider makes generally available to its Basic/Standard Support SaaS customer base during the applicable Term as follows:

2.2 **"Support" Defined.** Support consists of assistance provided to customers via the internet with respect to use of the Application and to resolve Issues. Support cases are tracked and managed through access to a call management system operated by Service Provider's support center (the "**Customer Support Portal**"). Basic/Standard Support is available Monday through Friday during Service Provider's business hours, excluding local holidays.

2.3 **Severity Classification and Response Time Goals.** Issues are classified by Service Provider according to severity of impact on the use of the Application, according to the chart below. All disputes regarding severity classification will be resolved by Service Provider in its sole discretion.

Basic/Standard Support Response Time Goals

Severity	Impact	Response Time Goal
1	Production system is down, impacting all applications and associated business systems.	4 business hours (via the Customer Support Portal)
2	Production system performance is degraded, but operational; Issue affects essential functions; or Issue is blocking critical systems tests or deliverables.	1 business day
3	General product questions relating to development, feature issues, or documentation.	2 business days

3. GOLD SUPPORT

3.1 **Gold Support.** Gold Support includes the features that Service Provider makes generally available to its Gold Support SaaS customer base during the applicable Term.

3.2 **Electing Gold Support**. Customer may upgrade from Basic/Standard Support to Gold Support (if available) at any time, provided that Customer pays additional fees indicated on the applicable Referencing Agreement. Such fees may be prorated if the upgrade is made any time during the then-current Term. However, Customer may only downgrade from Gold Support to Basic/Standard Support at the time of the renewal. To downgrade from Gold Support (if available) to Basic/Standard Support, Customer must provide a written notice to Service Provider at least sixty (60) days prior to the expiration of the then-current Term. Upon such downgrade, Customer shall pay Service Provider's then-current fees for Basic/Standard Support.

3.3 **Severity Classification and Response Time Goals.** Issues are classified according to severity of impact on the use of the Application, according to the chart below. All disputes regarding severity classification will be resolved by Service Provider in its sole discretion.

Gold Support Response Time Goals

Severity	Impact	Response Time Goal
1	Production system is down impacting all applications and associated business systems.	4 hours (via the Customer Support Portal)
2	Production system performance is degraded, but operational; Issue affects essential functions; or Issue is blocking critical systems tests or deliverables.	1 business day
3	General product questions relating to development, feature issues, or documentation.	2 business days

4. PLATINUM PROGRAM/SUPPORT

4.1 **Platinum Program/Support.** Platinum Program/Support includes the features that Service Provider makes generally available to its Platinum Program/Support SaaS customer base during the applicable Term.

4.2 **Electing Platinum Program/Support.** Customer may upgrade from Basic/Standard Support to the Platinum Program/Support at any time, provided that Customer pays additional associated fees as indicated on the applicable Referencing Agreement. Such fees may be prorated if the upgrade is made any time during the then-current Term. However, Customer may only downgrade from Platinum Program/Support to Basic/Standard Support at the time of the renewal. To downgrade from the Platinum Program/Support to Basic/Standard Support, Customer must provide a written notice to Service Provider at least sixty (60) days prior to the expiration of the then-current Term. Upon such downgrade, Customer shall pay Service Provider's then-current fees for Basic/Standard Support.

4.3 **Platinum Program/Support.** The Platinum Program/Support features include the Basic/Standard Support described herein. Support is available 24x5 for all Issues and 24x7 for Severity 1 cases.

4.4 **Severity Classification and Response Time Goals.** Issues are classified according to severity of impact on the use of the Application, according to the chart below. All disputes regarding severity classification will be resolved by Service Provider in its sole discretion.

Platinum Program/Support Response Time Goals

Severity	Impact	Response Time Goal
1	Production system is down impacting all applications and associated business systems.	4 hours (via the Customer Support Portal)
2	Production system performance is degraded, but operational; Issue affects essential functions; or Issue is blocking critical systems tests or deliverables.	1 business day
3	General product questions relating to development, feature issues, or documentation.	2 business days

5. OBLIGATIONS OF CUSTOMER

5.1 **Support Contact.** All communications relating to Support will be supervised, coordinated, and undertaken by no more than two (2) designated contact persons per Customer work-shift who will act as a point of contact between Customer and Service Provider. Each contact must possess or, at Customer's expense, acquire the necessary expertise and training to diagnose and resolve Issues under direction of Service Provider.

5.2 **Pre-Call Procedures.** Prior to requesting Support from Service Provider, Customer shall comply with all published operating and troubleshooting procedures for the Application. If such efforts are unsuccessful in eliminating the Issue, Customer shall then promptly notify Service Provider of the Issue. Customer shall confirm that the following conditions are true before contacting Service Provider for support:

a) **Reproduction.** If possible, the situation giving rise to the Issue is reproducible in a single supported Application;
b) **Support Representative.** The Customer contact has the technical knowledge regarding the Application and any other software or hardware systems involved, and in the facts and circumstances surrounding the Issue;
c) **Access.** The entire system, including all software and hardware, is available to the Customer contact without limit during any communication with Service Provider support personnel; and
d) **Availability.** If requested and required, Customer must make available to Service Provider a technical representative during support hours for coverage of all Issues. Service Provider reserves the right to suspend all work relating to any Issues during periods for which the Customer does not provide access to a technical representative or requested data to continue work on the Issue.

5.3 **Remote Connection.** If appropriate, Customer will cooperate with Service Provider to allow and enable Service Provider to perform Support via remote connection using standard, commercially available remote-control software. Customer will be solely responsible for instituting and maintaining proper security safeguards to protect Customer's systems and data.

5.4 **Updates.** Customer acknowledges and agrees that SaaS updates provided by Service Provider pursuant to this Support Addendum may, in Service Provider's sole discretion, require additional training of Customer's personnel. Such training will be performed in accordance with Section 6.

5.5 **Disclaimer.** Service Provider will not be responsible to provide Support, updates, or any other maintenance and support to the extent that Issues arise because Customer: (a) misuses, improperly uses, mis-configures, alters, or damages the Application; (b) uses the Application with any hardware or software not recommended by Service Provider; (c) uses the Application at any unauthorized location; (d) fails to install an update to the Application if such update would have resolved the Issue; or (e) otherwise uses the Application in a manner not in accordance with the Referencing Agreement.

6. ADDITIONAL PROFESSIONAL SERVICES

6.1 **Scope.** Customer may purchase supplemental professional services for an additional fee. Fees related to such services will be set forth in a statement of work signed by both parties. If no fee is stated, then services will be provided at Service Provider's standard rate for equivalent services, in effect, at the time the statement of work is executed. For clarity, if any services are explicitly included in the Support Level selected by Customer, then such services do not require payment of an additional fee.

a) **On-Site Services.** Customer may purchase on-site Support.
b) **Training.** Customer may purchase training services with respect to the Application.
c) **Consulting.** Customer may purchase consulting services related to defects caused by Issues other than the Application.

6.2 **Out of Pocket Expenses.** Customer shall pay all reasonable out-of-pocket expenses incurred by Service Provider, including costs for meals, lodging, and travel related to these additional services.