



Terms and Conditions of Customer Support

These Terms and Conditions of Customer Support are part of the ETQ Master Subscription Agreement, Master Software License Agreement, or other written software license agreement executed by ETQ and Customer as applicable (the "Agreement"). Capitalized terms used in this document and not defined in this document shall have the respective meanings set forth in the applicable Agreement; provided that in these Terms and Conditions, the term "Services" applies to any Software and Services. Notwithstanding anything to the contrary in the Agreement, these Terms and Conditions shall take precedence over any conflicting terms or conditions in the Agreement as they pertain to the Customer Support described in these Customer Support Terms and Conditions.

These Terms and Conditions were last updated on January 24, 2019 and are made effective between Customer and ETQ as follows: for the initial term as of the date Customer enters into the Agreement and for any renewal term the date Customer executes an Order Form that references these Terms and Conditions ("Effective Date").

General. If Customer purchases Customer Support through an Order Form, or if Customer Support is included as part of Customer's Subscription License, ETQ will provide Customer Support in accordance with the descriptions below.

"Customer Support" means the provision of technical support and maintenance services related to the Services as further described herein.

Updates. Customer Support covers all future upgrades, enhancements, corrections or modifications, including new versions for all licensed Services for the term of Customer Support ("**Updates**"). Updates are released periodically depending on customer feedback and technological advancements in the support of the Services; provided, however, that ETQ shall not be obligated to release any such Updates. Updates shall be distributed to Customer as and when they are distributed to ETQ's customers generally.

Named Callers. Customer may designate representatives of the Customer who are entitled to receive Customer Support ("Named Caller"). Customer Support provides technical support and assistance for the Services to Customer's Named Callers through ETQ's Help Desk Portal, phone or email. Only Customer staff who have been identified as a Named Caller by a member of Customer Support staff may access Customer Support. Any misuse or Excessive Use of a Named Caller's access will be considered a material breach of these terms and may result in termination of that individual as a Named Caller. "Excessive Use" means use that significantly exceeds, in ETQ's reasonable determination, the average usage of other Customers who have purchased comparable Customer Support services. Any permanent change to the Named Caller must be specified in writing by Customer to ETQ.

Training Program. Each Named Caller shall be certified in ETQ's Named Caller Training program for each module of the Services being implemented, collectively referred to as "ETQ Named Caller Training Program", which is available on our online training platform. ETQ's Named Caller Training Program is intended to provide Named Callers with a level of understanding regarding the features and functions of the Services sufficient to assist Customer in maximizing the value of its software investment. The ETQ Named Caller Training Program and all content contained therein comprises and is considered the Confidential Information of ETQ.

Named Support Coordinator. Customers who choose our Platinum Level Customer Support will have access to a Named Support Coordinator. The Named Support Coordinator will provide monitoring of open Customer Support tickets and notifications about hot-fixes and patches relevant to the Customer's instance of the Services.

Data Backup. If Customer obtains Services under the Master Software License Agreement, then it is Customer's responsibility to copy or back up program and data files before executing any instruction given by ETQ Customer Support staff. If Customer is a subscriber to the Services under the Master Subscription Agreement, then data backup is included as set forth in that Agreement. ETQ will not be responsible nor have any liability for lost, corrupted or damaged data.

Cooperation. To facilitate ETQ support personnel in understanding and diagnosing issues, in certain instances, Customer may be required to demonstrate issues on Customer's system via web conferencing or an online meeting system such as Webex. Customer agrees to use its best efforts to demonstrate issues on its system via web conferencing or an on-line meeting system.

Term. The term for Customer Support is as set forth in the applicable Order Form. ETQ will notify Customer with renewal information at least 30 days prior to expiration of each term. Customer Support will be renewed upon ETQ's receipt of the renewal form and payment to ETQ for the subsequent annual term prior to the expiration date of Customer's existing term. If Customer does not submit payment prior to the expiration date, Customer Support services will lapse as of the last day of the term.

Program Changes. The terms and availability of these programs are subject to change for any renewal period upon prior notice from ETQ. ETQ reserves the right to change its policies, procedures, practices, fee schedules, and marketing programs at any time upon prior notice. ETQ reserves the right to change its Customer Support deliverables upon ninety (90) days' prior written notice by posting a revised version at <https://www.etq.com/company/legal-agreements.shtml>, provided that ETQ will not implement any such change during Customer's then current annual term that results in a materially diminished level of service to Customer.

Exceptions. The Customer Support program does not provide services in any of the following instances: (A) Customer is not using the Services in accordance with the terms of the Agreement; (B) Customer is using the Services with hardware or software (including operating system software) other than those specifically designated by ETQ for use with the Services; (C) Customer has not paid for the Customer Support; (D) Customer Support staff determines that the cause of the error or other problem reported is the malfunctioning or failure of any hardware or software not furnished by ETQ; or (E) Customer is using an on-premise version of the Services that has been updated to the current full release of the Services or the immediately preceding full release of the Services. A "full release" is defined by

the whole integer that denotes the Services' revision level. In the event of any lapse in Customer Support coverage, Customer shall be charged upon renewal of same for the time period during which Customer Support was not received.

Customer Support Programs. Customers can choose from three Customer Support programs based on their internal needs.

- **Silver Level Customer Support.** Silver Level Support provides support from 8 AM to 5 PM Monday through Friday within the time zone selected by Customer. Customer will be able to select up to 3 Named Callers.
- **Gold Level Customer Support.** Gold Level Support provides support on a 24/7/365 basis. Customers will be able to select up to 5 Named Callers.
- **Platinum Level Customer Support.** Platinum Level Support provides support on a 24/7/365 basis. Platinum Support Level Customers will be able to select up to 10 Named Callers. Platinum Level Support includes (a) a Named Support Coordinator; (b) priority patch scheduling and after-hours patch options; and (d) an option for U.S. only Customer Support (due to legal requirements).

Customer Support Responses. Customer Support tickets will be assigned a Severity Level. Customer will initially select a Severity level when creating a ticket, which will be revised by ETQ in accordance with the below table:

Severity Levels

Severity Level	Description
Fatal	Errors preventing any useful work from being done.
Severe	Errors that prevent major functions from being performed, but where a workaround can be provided.
Degraded Operations	Errors disabling only certain nonessential functions.
Minimal Impact	All other Errors

Customer Support Response Levels. Customer Support strives to respond to Customer Support requests based upon the below tables. For requests submitted outside of agreed Customer Support hours, the response time starts when Customer Support is next available.

Silver Level Customer Support			
Severity Level	First Level	Second Level	Final Level
Fatal	4 hours	Constant effort until relief is provided	90 business days
Severe	24 Hours	7 business days	90 business days
Degraded Operations	24 Hours	30 business days	180 business days
Minimal Impact	24 Hours	(not applicable)	180 business days

Gold Level Customer Support			
Severity Level	First Level	Second Level	Final Level
Fatal	2 hours	Constant effort until relief is provided	90 business days
Severe	4 Hours	7 business days	90 business days
Degraded Operations	8 Hours	30 business days	180 business days
Minimal Impact	24 Hours	(not applicable)	180 business days

Platinum Level Customer Support			
Severity Level	First Level	Second Level	Final Level
Fatal	1 hour	Constant effort until relief is provided	90 business days
Severe	2 Hours	7 business days	90 business days
Degraded Operations	4 Hours	30 business days	180 business days
Minimal Impact	8 Hours	(not applicable)	180 business days

Response levels are defined in accordance with the below table.

Response Level	Description
First Level	Initial Response – Initial acknowledgment of a problem including the identity of the recipient and an incident number.
Second Level	Time to Resolve – Patch or workaround, temporary fix, update or minor release.
Final Level	Final Solution Delivered - Official fix, update or major release.

Response deliverables are defined in accordance with the below table.

Deliverable	Description
Initial Acknowledgment	Email notification of call with ID and summary description of problem.
Patch	Standard or custom change to the core code to fix an error in the Services code.
Workaround	Change to the configuration of the design or administration settings to fix the behavior of the Services.
Temporary Fix	Temporary change to the configuration of the design or administration settings to fix the behavior of the Services until a permanent solution is Patch or Workaround is implemented.
Update (Minor Release)	Maintenance release of the Services.
Major Release	Permanent change to the configuration of the design or administration settings to fix the behavior of the Services.
Official Fix	Major release of the Services.