

Terms and Conditions of Customer Support for ETQ Reliance®

These Terms and Conditions of Customer Support are part of the Master Subscription Agreement, Master Software License Agreement, or other written software license agreement executed by Hexagon and Customer as applicable (the “Agreement”) for use of and access to the ETQ Reliance® software and related products. 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 Terms and Conditions of Customer Support.

These Terms and Conditions were last updated on April 1, 2024, and are made effective between Customer and Hexagon as follows: for the initial term as of the date Customer enters into the Agreement and for any renewal term the date Customer executes a Renewal 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, Hexagon 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.

“Error” means bugs, defects or errors in the Services that cause the Services to fail to perform in material conformance to the Documentation.

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 Hexagon shall not be obligated to release any such Updates. For Customers who have installed the Services on their internal servers, Updates shall be distributed to Customer as and when they are distributed to Hexagon’s customers generally. For Hexagon -cloud based Customers:

- Minor Updates, including bug fixes and error corrections, shall be promptly implemented by Hexagon as and when generally available;
- Major Updates, including Updates that affect the functionality of the Services and/or Customer’s use of the Services, shall be implemented in accordance with Hexagon’s upgrade schedule (currently 3 updates per year). Hexagon will notify Customer and provide Release Notes for such major Updates at least 15 days in advance of implementation.

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

Ambassador Training Program. Each Ambassador shall be certified in the Administrator and Basic Designer Training programs for each module of the Services being implemented, collectively referred to as “Ambassador Training Program”, which is available on our online training platform. The Ambassador Training Program is intended to provide Ambassadors 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 Ambassador Training Program and all content contained therein comprises and is considered the Confidential Information of Hexagon.

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.

- Customers who subscribe to the Services installed in Hexagon’s cloud servers: Data backup is included as set forth in the Master Subscription Agreement.
- Customers with Services installed on their internal servers: It is Customer’s responsibility to copy or back up program and data files before executing any instruction given by Hexagon Customer Support staff.

Hexagon will not be responsible nor have any liability for lost, corrupted or damaged data.

Cooperation. To facilitate Customer 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. Customer agrees to use its best efforts to demonstrate issues on its system via web conferencing or an on-line meeting system.

Term.

- For Subscription-based license customers, Customer Support shall be coterminous with the Subscription License Term.
- For perpetual-based license customers, the term for Customer Support is as set forth in the applicable Order Form or renewal form. The Customer Support term shall automatically renew and be extended upon its expiration (regardless of whether previously renewed or extended), for a period of the same duration as the prior term on the applicable order form unless the agreement is terminated by either party pursuant or either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the scheduled end of the then-current Customer Support 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 Hexagon. Hexagon reserves the right to change its policies, procedures, practices, fee schedules, and marketing programs at any time upon prior notice. Hexagon 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/app/uploads/2020/08/etq-terms-and-conditions-of-customer-support.pdf>, provided that Hexagon 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 applicable Agreement; (B) Customer is using the Services with hardware or software (including operating system software) other than those specifically designated by Hexagon for use with the Services; (C) Customer has not paid for 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 Hexagon; or (E) Customer is using a of the Services that has not been updated to the current full release of the Services or the immediately preceding release of the Services. A “full release” is defined by the letter designation at the end of the year of the release (i.e. 2024a would be the prior version to 2024b) or the period preceding the year of the release (i.e. Winter 2024 would be the prior version to Spring 2024). 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 needs.

- **Silver Level Customer Support.** Provides support from 8 AM to 5 PM Monday through Friday within the time zone selected by Customer. Customers will be able to select up to 3 Ambassadors.
- **Gold Level Customer Support.** Provides support on a 24/7/365 basis. Customers will be able to select up to 5 Ambassadors.
- **Platinum Level Customer Support.** Provides support on a 24/7/365 basis. Customers will be able to select up to 10 Ambassadors. Platinum Level Support includes (a) a Named Support Coordinator; (b) priority patch scheduling and after-hours patch options; and (c) 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 Hexagon in accordance with the below table:

Severity Levels

Severity Level	Description
Sev 1: Fatal	Errors that cause the Services to be unavailable; persistent issue affecting all users or causing material interruption to the business; no workaround provided.
Sev 2: Severe	Errors that cause a persistent issue affecting many users; major functionality impacted; serious performance degradation, but where a workaround can be provided.
Sev 3: Degraded Operations	Errors affecting some users; only moderate impact to the business.
Sev 4: Minimal Impact	Error or question with minimal impact to the business; all other Errors

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

Silver Level Customer Support		
Severity Level	First Level	Second Level
Sev 1: Fatal	4 hours	Constant effort until relief is provided
Sev 2: Severe	24 Hours	7 business days
Sev 3: Degraded Operations	24 Hours	30 business days
Sev 4: Minimal Impact	24 Hours	(not applicable)

Gold Level Customer Support		
Severity Level	First Level	Second Level
Sev 1: Fatal	2 hours	Constant effort until relief is provided
Sev 2: Severe	4 Hours	7 business days
Sev 3: Degraded Operations	8 Hours	30 business days
Sev 4: Minimal Impact	24 Hours	(not applicable)

Platinum Level Customer Support		
Severity Level	First Level	Second Level
Sev 1: Fatal	1 hour	Constant effort until relief is provided
Sev 2: Severe	2 Hours	7 business days
Sev 3: Degraded Operations	4 Hours	30 business days
Sev 4: Minimal Impact	8 Hours	(not applicable)

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.

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 behavior of the Services.
Temporary Fix	Temporary change to the configuration of the design or administration settings behavior of the Services until a permanent solution (i.e. Patch or Workaround) is implemented.
Minor Update	Maintenance release of the Services.
Major Update	Permanent change to the configuration of the design or administration settings behavior of the Services.