

Support Services

These Support services will be provided where you, the organisation (**you, your**) have purchased them from Egress Software Technologies (**We, Us** or **Our**). These Support service terms form part of and are incorporated by reference into the Master Subscription Agreement or other terms governing your access to our services (the **MSA**).

If you are an Online Subscriber then details of the Support that We provide is set out in Our terms for those services at www.egress.com/legal/online-subscriber.

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1. DEFINITIONS

- 1.1. The following definitions apply to capitalised terms used in this document. Others have the meanings given in the MSA.
- 1.2. **Emergency Change:** a change requiring immediate action to either: (a) restore the Services and/or Software; or (b) prevent an outage, and which may be documented retrospectively with reduced (or in extreme cases, eliminated) testing if necessary to deliver it immediately.
- 1.3. **Excluded Events:** any of the following: (a) a Fault or Incident in, or problem associated with, software, hardware, connectivity, networks or other telecommunications systems not operated or provided by Us; (b) your fault, negligence, act or omission, or that of any third-party not within Our direct contractual control; (c) your non-performance of, or delay in performing, any of your responsibilities under the MSA or these terms; (d) any request for Us to modify or test one of your Sites, even though no Fault has been detected or reported; (e) service suspension or a Force Majeure Event; (f) an Emergency Change, Fault or Incident resulting from your acts or omissions or those of any third-party on your behalf; or (g) any other circumstances caused by events for which We are not liable in accordance with the MSA.
- 1.4. **Fault:** the Software and/or Services are not performing in accordance with the current description at <http://www.egress.com/datasheets>.
- 1.5. **Incident:** an event (including a suspected Fault) caused in relation to issues that are Our responsibility that is unplanned, causes an interruption to the Software and/or Services, or a deterioration in its quality and requires a Support Ticket to be logged.
- 1.6. **Service Request:** a Support Ticket that is identified as a request for information, advice, a standard change or access which requires a Support Ticket to be logged.
- 1.7. **Site:** a property owned or leased by you or your Group for business purposes, at which you, your Group or Users are based and from which they carry out your business.
- 1.8. **Support Desk:** Our customer support team who provide 1st and 2nd line support services and to whom all Support Requests must be raised using the contact details provided from time to time.
- 1.9. **Support Level:** the level of Support that We provide in relation to the Software and Services as described at Section 2.1 based upon either the way that you bought your Subscription(s) or your Order Form.
- 1.10. **Support Hours:** the relevant hours based on your Support Level set out in Section 2.1 during which the Software and Services will be supported. Incidents outside of the applicable hours will be addressed on a reasonable

endeavours basis only and excluded from service level compliance and service credits.

- 1.11. **Support Ticket:** a record of a Fault or Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications.
- 1.12. In this Support Services document: (a) the terms *including*, *includes* or any similar expression shall be construed as illustrative and will not limit the scope of words that follow them; (b) references to *writing* or *written* includes email (except that email can't be used for serving notices connected to legal proceedings); and (c) an obligation not to do something includes an obligation not to allow that thing to be done.

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2. SUPPORT LEVELS

- 2.1. We provide two levels of Support:

Premium (default)

Support provided between:

- 08:30 to 18:00 EST Monday to Friday (excluding US bank and public holidays) for North American customers.
- 08:30 to 18:00 GMT/BST (as applicable) Monday to Friday (excluding UK bank and public holidays) for rest of the world customers.

24/7 Upgrade provided on a 'follow the sun' model

Support provided 24 hours a day, 7 days a week (including UK/US bank and public holidays as applicable). **Note:** *outside of the Premium Support Hours, 24/7 Support is available via telephone only.*

- 2.2. Voice calls to Our Support may be recorded for training and monitoring purposes. **Call recordings may be stored in the United Kingdom, European Economic Area or the United States.**
- 2.3. If data residency or elevated security clearances of Support staff are important to you, please contact Us. This will need to form part of your order under your agreement with Us and may be subject to additional charges and fees.

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3. INCIDENT MANGEMENT

- 3.1. You must appoint primary and secondary contacts who will be responsible for reporting and progressing Incidents.

- 3.2. **YOU MUST RAISE ALL SUPPORT REQUESTS WITH OUR SUPPORT DESK USING EITHER THE EMAIL, ONLINE CHAT OR CALL DETAILS.** This ensures that Support Tickets are properly created and tracked. On receiving a support request into our Support Desk we'll: (a) raise Support Tickets to separately identify Incidents and track their resolution to closure of the ticket. Incidents will be deemed to have commenced at the time We raise the Support Ticket; (b) categorise Incidents in accordance with the Severity Levels in Section 5; (c) maintain and update records of Incidents; and (d) investigate, carry out diagnostic activities, and resolve Incidents where such activities are included as part of your Support (subject to these terms).
- 3.3. We will carry out Incident management during the applicable Support Hours to attempt to: (a) restore Our Software and/or Services; and (b) minimise any adverse impact of the Incident on you.
- 3.4. Prior to reporting a suspected Incident, you must complete initial troubleshooting and use all reasonable endeavours to ensure that it has arisen from issues that are Our responsibility.
- 3.5. We will have the right to charge you for any reasonable costs We incur in investigating suspected Incidents that are caused by issues We are not responsible for (including failures at your Sites, or with your or a third-party's hardware or software).
- 3.6. Having completed your investigation if you suspect there is an Incident you must report it to Us using the reporting methods that We have notified you of. You must provide adequate information to enable Us to replicate, diagnose and resolve the Incident and procure, at your own cost, such co-operation from Users and third-party providers as is reasonably requested by Us to assist in managing the Incident.
- 3.7. Incidents will be deemed resolved at the time that We notify you. A Support Ticket may be re-opened if it subsequently becomes apparent that the Incident has not been resolved.
- 3.8. A Root Cause Analysis (RCA) will be carried out by Us following any Priority Level 1 and 2 Incidents. If you have been affected by such an Incident and have a ticket open with Us under these Support service terms relating to it, you will receive a copy of the applicable RCA report on the Incident within 7 days of Us resolving it. The RCA report will be provided to you either by inclusion on the relevant Incident ticket, or by secure email if this has been specified on the Incident ticket.
- 3.9. Whenever possible you must give Us a minimum of 14 calendar days' notice of any event which you are aware of which may disrupt Our Services or Our provision of them to you and of any material changes to your infrastructure (including any third-party software programmes that you use) that may impact on the performance or security of the Software and/or Services.
- 3.10. On-Premise. If you host all or part of the Services on your own infrastructure, Incident management will initially involve our Support Desk staff liaising with you to seek to resolve the Incident. 24/7 Support for on-premise deployments consists of: (a) Support Desk support 24/7; (b) UK Site visits We agree with you conducted during 09:00-18:00 GMT/BST (as applicable) Mon-Fri (excluding UK bank and public holidays).
- 4.1 The Services are generally provided on a software-as-a-service basis. We reserve the right to make changes (including organisational, procedural and functionality changes) without prior notice to any aspects of the Services that We host. If these changes result in a material degradation to performance, accessibility or available functionality, you may raise a dispute under the MSA. We reserve the right to discontinue offering a Service at the conclusion of your then current Subscription Period and to withdraw support in accordance with our End of Support Policy at www.egress.com/legal (as amended from time to time).
- 4.2 Where you host all or part of Our Services or Software on your infrastructure, We may notify you (including by email) of updates to the Software and/or Services that We may require or otherwise recommend that you install and implement. If you do not implement a recommended upgrade, We will not be able to continue to support the version that you run following withdrawal of that version in accordance with Our End of Support Policy at www.egress.com/legal (as amended from time to time).
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- 4.3 **PERMITTED MAINTENANCE**
- (a) We will maintain a rolling maintenance schedule internally with regards to Our Services and planned downtime (**Permitted Maintenance**). We carry this out during regular maintenance windows. Details of these are available on request by you to Us.
- (b) We can book up to a maximum of 24 hours for Permitted Maintenance in each calendar month.
- (c) We will not be liable for any losses, charges, damages, costs, liabilities or expenses incurred by you, your Group or Users as a result of Permitted Maintenance.
- (d) If Our availability service level in Section 6 is relevant to your deployment of Our Software and/or Services, outages arising due to Permitted Maintenance that We carryout will be subtracted from the total number of hours in the relevant service period when calculating Hosted Service Availability.
- (e) You will be responsible for notifying your Users of any Permitted Maintenance.
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- 4.4 **EMERGENCY CHANGES**
- (a) Unplanned outages to Our **Services** may occur from time to time due to Emergency Changes and will take priority.
- (b) If the Emergency Change is being made as a result of information provided by you, We will use reasonable endeavours to process it within 2 hours of receiving notification and sufficient information from you (subject to your Support Hours).
- (c) We will: (a) use reasonable endeavours to give you as much notice as reasonably possible of any Emergency Changes; (b) use reasonable endeavours to attempt to minimise any disruption to you; and (c) not be liable for any losses, charges, damages, costs, liabilities or expenses incurred by you, your Group or Users as a result of an Emergency Change.
- (d) You will be responsible for notifying your Users of any Emergency Changes.
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4. CHANGES

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5. SEVERITY LEVELS AND TARGET RESPONSE TIMES

5.1. We use 4 categories of priority levels for Incidents, and a separate category for Service Requests. A target response time and resolution time is defined for each priority level and apply during Support Hours only. Where development work is required, these target resolution times may be extended. We attempt to achieve Target Response Times across all priority levels once We've classified and escalated the Incident to the appropriate resolving team:

Priority Level	Priority Level definition	Target Response Time (measured from classification and escalation to the appropriate resolving team)	Target Resolution Time* (measured from classification and escalation to the appropriate resolving team)
1	A Fault affecting all Users including Service unavailability with no workaround.	Within 15 minutes	Within 4 hours
2	A Fault where major functionality is impacted, or significant performance degradation is experienced. The issue is persistent and affects many Users and/or major functionality. No workaround is available.	Within 30 minutes	Within 8 hours
3	A system performance issue or bug affecting some, but not all, Users. Short-term workaround is available.	Within 3 hours	Within 72 hours
4	A defect with little or no impact on Users, usually cosmetic or non-reproducible.	Within 6 hours	Within the next appropriate upgrade, new version or new release of the relevant Service

Priority Level	Priority Level definition	Target Response Time (measured from classification and escalation to the appropriate resolving team)	Target Resolution Time* (measured from classification and escalation to the appropriate resolving team)
Service Request	A Service Request or general enquiry in relation to the Services.	Within 6 hours	Within 72 hours but not exceeding 5 Working Days

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6. HOSTED SERVICE AVAILABILITY

6.1. Where the Services are wholly (or where partially hosted, a relevant part) hosted by Us, their Actual Availability will be measured as the percentage of time that they were available in each calendar month. The target availability is 99.9% (**Target Availability**).

6.2. **Actual Availability** is calculated as follows:

$$P = \frac{A-B}{A} \times 100$$

Where:

P = percentage availability in that calendar month

A = number of hours in the relevant calendar month

B = number of hours in the relevant calendar month during which the Services were not available **excluding time** where it was not available due to:

- (a) outages caused by Permitted Maintenance;
- (b) agreed changes;
- (c) unavailability of access to a Site;
- (d) an Excluded Event; and/or
- (e) an Emergency Change.

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7. SERVICE CREDITS

7.1 Fees and payment terms. Where the Actual Availability of hosted Services does not meet the Target Availability, you will be entitled to a Service Credit (provided that at least 10% of your Users were affected).

Actual Availability in the relevant month	Service Credit (as a percentage of the Subscription Fee paid for the relevant month)*
Equal to or > than 99.90%	0%
99.50% - 99.89%	2%
99.00% - 99.49%	4%

98.50% - 98.99%	5%
98.00% - 98.49%	6%
<97.99%	10%

* Annual Fees will be pro-rated to calculate the appropriate monthly charge.

- 7.2 Service Credits are only payable if the Actual Availability is below the Target Availability during the relevant period **and either:** (a) We notify you that a Service Credit is payable; or (b) you notify Us in writing that you believe a Service Credit is payable within thirty (30) calendar days of the end of the relevant month. Following receipt of any notice from you, We will investigate your claim and confirm if a credit is due.
- 7.3 The maximum Service Credits that can accrue during your Initial Subscription or in any Renewed Subscription is 10% of the Subscription Fees paid by you during that Subscription Period.
- 7.4 Service Credits will be applied to your next Subscription Fees invoice in full and final settlement of any and all liability that We may have.

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8. END OF SUPPORT

- 8.1. Where you have not upgraded your software, services, system and infrastructure: (a) promptly in line with Our or the relevant owner's guidelines or recommendations where such releases are made to protect against identified security risks, vulnerabilities, viruses, bugs or malicious code or activity; or (b) in any event, within 12 months of an upgrade, new release or new version being made available by Us or a relevant owner; or (c) as otherwise required by Our End of Support Policy at www.egress.com/legal, Our obligation shall only be to use reasonable endeavours to meet the service levels set out in this document; and service credits, where applicable to your deployment of the Services will not accrue to you or be payable by Us.

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