



*Alogent Support Guide*

## Support Services Terms and Conditions

The terms and conditions of the Alogent Support Guide (“**Support Guide**”) pertain to the Alogent product(s) (collectively, the “**Product**”) licensed pursuant to a license and services agreement (an “**Agreement**”) between Alogent Holdings, Inc. (“**Alogent**”) and Customer. All license rights, warranties and other terms and conditions pertaining to the use of the Product and the provision of services are contained in the Agreement. Nothing in this Support Guide shall be construed to be a warranty, representation or condition regarding any of Alogent’s products or services. Any capitalized terms not defined in this Support Guide shall have the meanings assigned to them in the Agreement. Alogent may modify this Support Guide from time to time, and any such changes shall be effective as of the date they are made available to Customer, provided that no such change or modification shall diminish Customer’s level of Support as agreed pursuant to the Agreement.

### 1. Scope of Maintenance and Support Services

- 1.1 For purposes of this Support Guide, “**Support Services**” shall mean the maintenance and support services described herein and, if applicable, further clarified in a Schedule to the Agreement. Support Services shall be defined in each applicable Schedule as either Standard Support Services or Extended Support Services (defined below). “**Support Hours**” means either the Standard Support Hours or Extended Support Hours, both as defined below.
- 1.2 Standard Support Services. “**Standard Support Services**” shall mean the Support Services provided to Customer Monday through Friday between the hours of 8 am and 8 pm EST/EDT (“**Standard Support Hours**”), excluding the following US holidays: New Year’s Day (January 1), Martin Luther King Day (third Monday in January), Presidents’ Day (third Monday in February), Memorial Day (last Monday in May), Juneteenth (June 19), July 4, Labor Day (first Monday in September), Columbus Day (Monday closest to October 12), Veterans’ Day (November 11), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25). In the event that any of the foregoing U.S. holidays falls on a Saturday or Sunday, the excluded holiday will be the closest weekday to the specific date noted.
- 1.3 Extended Support Services. As defined in and agreed to pursuant to a particular Schedule, “**Extended Support Services**” shall mean the Support Services provided to Customer (i) during Standard Support Hours, (ii) Monday through Friday between the hours of 8 pm and 8 am EST/EDT, between the hours of 8 pm on Friday and 8 am on Monday, and (iii) during the US holidays referenced in Section 1.2 above (subsections (i) and (ii) and (iii) collectively referred to as “**Extended Support Hours**”), subject to the following limitation. For the avoidance of doubt, Extended Support Services during the time periods defined in subsections (ii) and (iii) above shall be limited to resolution of Severity 1 Errors only.
- 1.4 Agreement / Schedule. Provided that Customer is in compliance with its corresponding payment obligations, Alogent shall have an obligation to provide Support Services with respect to the Product pursuant to the terms of each applicable Schedule to the Agreement. Commercial details with respect to pricing and renewal pricing, as well as any additions or exceptions to Support Services, shall be defined in each applicable Schedule to the Agreement.
- 1.5 Designated Contact. Subject to the terms of the Agreement, Alogent and Customer may each designate an individual to act as the primary contact for communicating with and providing necessary assistance to the other party with respect to Support Services. Customer shall be entitled to a maximum of four (4) named contacts for discussion of support issues (“**Customer Contact**”). Each Customer Contact shall be authorized to contact Alogent’s Customer Support department during the Support Hours defined in the applicable Schedule to the Agreement, provided Customer follows the “how to contact Alogent” procedures provided to Customer. Customer is responsible for keeping named contacts and email addresses up to date. For the avoidance of doubt, each Customer Contact shall be required to attend Alogent training in the use, maintenance and support of the Product, shall understand the platform requirements for the Product, and shall have appropriate security clearance within Customer’s organization for diagnosing and resolving technical issues.

### 2. Technical Support

- 2.1 Technical Support Levels:
  - 2.1.1 “**First Level Support**” means technical support provided solely by Customer to support the use of the Product with end-user questions and problem reporting. First Level Support documents, tracks, attempts to solve, attempts to reproduce, and escalates Incidents to Second Level Support

if the First Level Support is unable to resolve the Incident. First Level Support gathers sufficient information for escalation to Second Level Support which may include but is not limited to log files, screen shots, steps to reproduce, and any data necessary to pursue resolution of the Incident. For on-premises customers, First Level Support is required to have administrative access to the servers and Alogent applications and will be expected to be the Alogent subject matter expert for the Customer's implementation of the Alogent products as well as the Customer's technology and network infrastructure. First Level Support is authorized to make all changes to the Alogent Software configurations.

- 2.1.2 “**Second Level Support**” means technical support provided by a person or group within Alogent that has more specialized knowledge regarding the Product and serves as the escalation point for First Level Support. Second Level Support deals directly with identified Customer contacts to resolve Incidents and if they encounter Incidents beyond their knowledge of the Products escalates to Third Level Support.
- 2.1.3 “**Third Level Support**” means technical support provided by a person or group within Alogent who has expertise in a specific field(s) that may include but is not limited to knowledge of the Product source code. Third Level Support will conduct detailed analysis until Incidents are resolved and report results to Second Level Support for communication with identified Customer contacts. Third Level Support typically does not handle daily incidents and is used solely as an escalation point.
- 2.2 Alogent shall provide Second and Third Level technical support (“**Technical Support**”) to Customer in accordance with this Support Guide for the Product licensed to Customer pursuant to the Agreement. Technical Support shall mean support for technical issues in connection with Customer's use of the Product, documentation issues regarding the Product, and other inquires not defined as an Error in Section 3 below. Technical support is available via the Alogent Problem Tracking Database as defined in Section 3.1 below or via the telephone for Severity 1 issues.
- 2.3 Technical Support provided in accordance with this Alogent Support Guide does not include technical support for other Alogent products not licensed pursuant to the Agreement, for non-Alogent software provided by Alogent, or to assist with activities that introduce changes in functionality to the Product.
- 2.4 With respect to Technical Support provided in connection with a Severity 1 Error, Alogent shall not discontinue provision of Technical Support in the event that resolution of such Error overruns the daily Support Hours.
- 2.5 Except as defined in Section 2.4 above, in the event that Customer requests Technical Support outside of the Support Hours defined in the applicable Schedule, Alogent shall be entitled to charge Customer for additional services provided in response to such request.
- 2.6 For certain Customers, Alogent may require access to Customer's systems in connection with provision of Support Services and/or to gather transaction processing details for billing purposes. In such event, the following terms shall apply.
  - 2.6.1 Unless otherwise mutually agreed by the Parties, Customer shall utilize one of the following remote access tools to permit Alogent to access its systems: LogMeIn, OpenVPN, and Cisco AnyConnect.
  - 2.6.2 Customer shall not without prior written notice to Alogent (i) deactivate or disable the remote access tool, (ii) block access by Alogent to Customer's systems, or (iii) impose additional obligations or limitations on Alogent in connection with remote access or Alogent's provision of Support Services.
  - 2.6.3 In the event that Customer fails to comply with this Section 2.6, Alogent reserves the right, as applicable, to (i) invoice Customer at Alogent's then current rates for any additional effort required to investigate and resolve its inability to access Customer's systems, (ii) invoice Customer for monthly / quarterly transactions based on Customer's prior transaction history, plus a ten percent surcharge, (iii) suspend the timer on Error Correction, such that inability to access Customer's systems does not count toward Elapsed Time, and/or (iv) suspend provision of Support Services altogether until access to Customer systems is restored.

### 3. Identification of Errors

- 3.1 In the event that Customer observes a failure of the Product to perform in accordance with the Product documentation provided by Alogent (“**Error**”), Customer shall document such failure by submitting a case (“**Case**”), also referred to as an “**Incident Report**” or “**IR**,” to Alogent via the Alogent Problem Tracking Database. The “**Alogent Problem Tracking Database**” refers to that database of information used in the management of information relating to Errors and Cases with respect to the Product. Customer may access the Alogent Problem Tracking Database online seven (7) days each week, twenty-four (24) hours per day, excluding any system maintenance, solely for the purpose of submission of Cases. Except for the limited right of access set forth in the preceding sentence, Alogent reserves all rights in and to the Alogent Problem Tracking Database.
- 3.2 Provided that Customer submits a Case during Standard Support Hours, the date and time of such Case is tracked as the error entry date (“**Case Entry Date**”). In the event a Case is submitted outside of Standard Support Hours, the Case Entry Date is recorded as if such Case had been submitted on the next working day. The Case Entry Date is used to determine compliance with Alogent’s stated resolution period in Section 4.
- 3.3 Customer must submit each Case with adequate diagnostic information to allow Alogent to reproduce the Error and/or permit Alogent to diagnose and resolve or repair the Error and assign a severity level which Customer believes, in its reasonable opinion, applies to such Error. Alogent reserves the right to assign severity level if the case more appropriately falls into a different severity level according to descriptions in Section 3.4 below. Only those Errors raised and entered into the Alogent Problem Tracking Database as Cases are subject to resolution by Alogent. An Error which is submitted to Alogent as a Case but which cannot be reproduced by Customer will be investigated but may not be resolved. If such Error cannot be reproduced within the resolution period for the severity level as defined in Section 3.4, the Case will be closed.
- 3.4 Severity Levels. Each Error is categorized in accordance with the following table.

Severity Level	Response Targets
<p><b>Severity 1:</b></p> <p>Product Error renders the Product completely unusable or nearly unusable or introduces a high degree of operational risk. No workaround is available that would effectively enable the Product Error to meet the classification of a Severity 2 or lower. Until this Product Error is resolved, the Product usage is essentially halted</p> <p>** In the event that Alogent is able to provide a viable detour or workaround for an Error as defined in herein, or in the event that any of the Reduction in Severity criteria is met as defined in Section 3.5, such Error will be downgraded to a Severity 2 Error for resolution.</p>	<ul style="list-style-type: none"> <li>• Alogent will respond within thirty (30) minutes of such Error being reported to Alogent during the applicable Support Hours.</li> <li>• Alogent will use commercially reasonable efforts to take immediate action to correct each Error or provide a viable detour or workaround.</li> <li>• Support Services with respect to an Error shall be continuous and without interruption or delay until the Error is resolved, provided that a Customer Contact remains engaged in the resolution process.</li> <li>• Alogent will provide status updates to Customer with respect to each Error once every hour unless communicated otherwise by Alogent Support personnel until such Error is resolved.</li> </ul>
<p><b>Severity 2:</b></p> <p>Product Error renders the Product consistently unavailable or obstructed and causes a moderate level of hindrance or risk. Workarounds may be available, but use of the Product or performance is acutely degraded and causes continuing operational risk. A moderate number of users are significantly impacted, but</p>	<ul style="list-style-type: none"> <li>• Alogent will respond within four (4) business hours of being reported in the Alogent Problem Tracking Database during Standard Support Hours.</li> <li>• Alogent uses commercially reasonable efforts to provide a workaround and correct each Error, such that the Elapsed</li> </ul>

overall, the Product is operational and functional.	Time with respect to such Error is not greater than sixty (60) calendar days.
<p><b>Severity 3:</b></p> <p>Product Error is an inconvenience or causes inconsistent behavior, which may impede the normal functioning of the Product, but a low operational risk workaround is available. It could be a Product Error that occurs inconsistently and affects small number of users.</p>	<ul style="list-style-type: none"> <li>• Alogent will respond within eight (8) business hours of being reported in the Alogent Problem Tracking Database during Standard Support Hours.</li> <li>• Alogent uses commercially reasonable efforts to provide a workaround and correct each Error, such that the Elapsed Time with respect to such Error is not greater than ninety (90) calendar days.</li> </ul>
<p><b>Severity 4:</b></p> <p>Product Error has a small degree of significance, or is a minor operational or configuration issue, or is a One-Off case. A One-Off case occurs when the Product Error occurs infrequently and cannot be replicated easily. It may also contain visual errors where the graphical display of the Product is not ideal, but still functioning correctly. These are Product Errors that do not impact the daily use of the Product.</p>	<ul style="list-style-type: none"> <li>• Alogent will respond within one (1) business day of being reported in the Alogent Problem Tracking Database during Standard Support Hours.</li> <li>• Alogent uses commercially reasonable efforts to correct each Error in a future release.</li> </ul>

- 3.5 Reduction in Severity. Regardless of the initial Severity level of an Error, it will be downgraded one Severity level (ie., to a Severity 2, Severity 3, or Severity 4) if any of the following criteria are met:
- 3.5.1 Customer fails to provide full and dedicated cooperation and assistance to Alogent for purposes of information gathering, problem testing, replication or resolution. With respect to resolution of a Severity 1 Error, Customer shall ensure that a Customer Contact remains engaged in the resolution process.
  - 3.5.2 Error occurs intermittently or cannot be reproduced consistently, provided in any such event that Customer agrees to the downgrade.
  - 3.5.3 Customer was provided a viable workaround.
  - 3.5.4 In cases where Alogent previously recommended configuration changes or upgrade of operating systems, hardware, storage devices, backup systems, communication media, network(s), and/or security permissions the Case will be closed.

#### 4. Resolution of Errors

- 4.1 Error Correction. Alogent resolves or repairs each Error by providing an Error Correction. For purposes of this Support Guide, “**Error Correction**” means the correction or resolution of an Error by modification, addition, or deletion to the Product, which when complete, establishes that the Product operates substantially in accordance with its documentation, or which, when observed in the regular operation of the Product, eliminates the practical adverse effect of such Error on Customer.
- 4.2 Elapsed Time. The Alogent Problem Tracking Database shows the resolution status for each Error and Case submitted by a Customer. In the event that Customer submits a Case without sufficient diagnostic information to allow Alogent to reproduce the problem, Alogent may adjust the status field in the Alogent Problem Tracking Database to indicate a status containing “Awaiting User,” effectively suspending the timer on Error Correction, while Customer gathers the appropriate information. Likewise, once the Error Correction has been made by Alogent, but while Customer is preparing to receive and implement a Hot Fix Release or Maintenance Release, Alogent may adjust the status field in the Alogent Problem Tracking Database to indicate “Resolved, Release Pending.” For the avoidance of doubt, “**Elapsed Time**” means the cumulative time it takes Alogent to resolve an Error, commencing on the Case Entry Date and expressly excluding time spent waiting for Customer pursuant to the foregoing or time spent waiting for non-Alogent related activities to be performed. In the event that Customer implements a Hot Fix Release

or Maintenance Release and thereafter determines that the Hot Fix Release or Maintenance Release did not resolve the applicable Error, Customer may re-open the Case and the timer will resume.

- 4.3 Alogent delivers Error Corrections to Customer as part of the next scheduled Maintenance Release following resolution of such Error. Alogent has no obligation to deliver Error Corrections prior to a scheduled Maintenance Release unless the Parties have mutually agreed to a Hot Fix Release. Notwithstanding the foregoing, Alogent and Customer shall cooperate in good faith to adopt a reasonable schedule with respect to Maintenance Releases and Hot Fix Releases, a schedule which addresses both Parties' needs in connection with resolution of Errors, preparation of Maintenance Releases and/or Hot Fix Releases, and implementation and testing of such releases.
- 4.4 Errors investigated or repaired outside of the Support Hours defined in the applicable Schedule may be charged to Customer in accordance with the terms of the Agreement and noted in Section 2.5 above. With respect exclusively to Severity 1 Errors, Alogent shall provide Support Services in response to an Error received during the Support Hours continuously and without interruption or delay until such Error is resolved, provided that a Customer Contact remains engaged in the resolution process.

## 5. Software Release Terminology

- 5.1. Release Numbering Alogent uses two different numbering schemes to identify its Product releases. The formats are [99].[99].[99] - [major].[maintenance].[hotfix] or [99.99].[PLn/HF] - [major].[maintenance/hotfix].
- 5.1.1. Major Versions - include major new features over the previous Major Release. Major Versions include major and minor enhancements, newly resolved defects and resolved defects from prior maintenance releases. Major Versions are fully regression tested for existing and new features and functionality.
- 5.1.2. Maintenance Releases - include minor feature enhancements and resolved defects.
- 5.1.3. Hotfix - resolved defects and/or critical defect fixes.
- 5.2. "Current Release" means the most recent generally available Version of an Alogent product. It is the version that is shipped to new customers.
- 5.3. "Active Support" means that all support options are available, including the development of defect fixes and patches.
- 5.4. "Passive Support" means that Alogent will troubleshoot reported problems but will not provide any new fixes or maintenance releases.
- 5.5. Policy for Alogent Product
- 5.5.1. Alogent will provide Active Support for the Current Release of its Product. For one prior Release version, Alogent will provide Active Support for the first twelve (12) months and Passive Support for the next twelve (12) months for a total of twenty-four (24) months of support upon release of a new Major Version. Customers may be required to upgrade to the Current Release if a reported issue requires a defect fix.
- Example - the Current Release of Hub is 4.0 released on April 1, 2019. Hub 3.8 (prior release version), Alogent would provide Active Support for version 3.8 from April 1, 2019 to April 1, 2020 followed by twelve (12) months of Passive Support ending April 1, 2021.*
- 5.5.2. Minimum hardware and software requirements for the Product can be found in the Product's documentation located in the Alogent Portal, Files and Product Release Library. It is the Customer's responsibility to ensure that its implementation of the Product meets the minimum hardware and software requirements.
- 5.5.3. Sunset notices - information in a Sunset notice supersedes the release and support policy stated here.

## 6. Alogent Product Releases

- 6.1. Major Releases

- 6.1.1. Definition. Alogent will promptly post release notes of new versions of a Product which enhance such Product's features, utility, efficiency, functional capability, or application ("**Major Release**") in the Alogent Portal, Files and Product Release Library section.
- 6.1.2. License. Alogent shall provide Major Releases in accordance with the terms of the Agreement. If Customer wishes to utilize new components, features, and/or functionality incorporated into a Major Release but not previously licensed to Customer pursuant to the Agreement, Customer shall be required to upgrade its license with respect to the Product. Any such upgrade may include additional license and support fees.
- 6.1.3. Implementation. Customer may elect when to implement a Major Release, provided that Customer must implement a Major Release at least once during each two (2) year period. Accordingly, Alogent shall provide Support Services, as described in Section 5 above, to Customer with respect to each Major Release of the Product.
  - 6.1.3.1. Customer is responsible for installation and implementation of any Major Releases, as well as any training relating thereto. Any services provided by Alogent in connection with the foregoing shall be subject to the Change Request procedure defined in the Agreement and may result in additional charges.
  - 6.1.3.2. Customer must implement a Major Release in each environment where the Product is installed (ie., production, development, test) at least once during each two (2) year period.
  - 6.1.3.3. In the event that Customer does not implement a Major Release during any two (2) year period, Alogent shall be entitled to invoice Customer for additional support fees in connection with supporting an older version of the Product.
  - 6.1.3.4. Each Major Release delivered to Customer shall include any applicable updates to Product Documentation.
- 6.1.4. Release Notes. To accompany each Major Release of the Product, Alogent offers release notes which shall include the content of the Major Release, notes detailing the new features and functionality within the Product, notes detailing the environmental and operation system impact of the Major Release, applicable anti-virus version information, and installation instructions for that Major Release.
- 6.2. Maintenance Releases
  - 6.2.1. Definition. A Maintenance Release shall refer to an interim release of the Product containing fault fixes, error corrections or other maintenance modifications introduced to the Product ("**Maintenance Release**").
  - 6.2.2. Implementation. To maximize the performance of the Product, Alogent strongly encourages Customer to implement each Maintenance Release of such Product following delivery of such Maintenance Release by Alogent.
    - 6.2.2.1. Customer is responsible for installation and implementation of any Maintenance Releases. Any services provided by Alogent in connection with the foregoing shall be subject to the Change Request procedure defined in the Agreement and may result in additional charges.
    - 6.2.2.2. Customer may opt to delay implementation of a Maintenance Release; however, if Alogent specifically recommends implementation of a Maintenance Release and Customer delays implementation of such Maintenance Release, then Alogent shall not be responsible for any Errors or other issues arising in connection with the un-implemented Maintenance Release.
    - 6.2.2.3. If Alogent delivers a Maintenance Release which Customer does not implement, Alogent shall not provide Support Services for Errors subsequently reported which were repaired in the delivered, but un-implemented Maintenance Release.
    - 6.2.2.4. Notwithstanding Customer's right to test specific and/or older releases of the Product during pre-production phases of a services project, Customer must implement a Maintenance Release within one (1) year of operating the Product in a production environment.

6.2.2.5. Customer must implement a Maintenance Release in each environment where the Product is installed (ie., production, development, test) at least once each calendar year.

6.2.3. Release Notes. To accompany each Maintenance Release of the Product, Alogent offers release notes which shall include the content of the Maintenance Release, any changes made since the previous Maintenance Release, applicable anti-virus version information, and installation instructions for that Maintenance Release.

### 6.3. Hot Fix Releases

6.3.1. Definition. A Hot Fix Release shall refer to a high severity patch release or workaround for a Severity 1 Error, which is delivered to Customer on an as-needed basis at no additional cost to Customer (“**Hot Fix Release**”).

6.3.2. Implementation. Customer is required to implement each Hot Fix Release as soon as possible following delivery of such release by Alogent and completion of quality verification testing by Customer.

6.3.2.1. Alogent shall be entitled to downgrade any Severity 1 Error to a Severity 2 Error if Customer is not prepared to implement the associated Hot Fix Release in its production environment as defined in this Section 6.3.2.

6.3.2.2. Customer is responsible for installation and implementation of any Hot Fix Releases. Any services provided by Alogent in connection with the foregoing shall be subject to the Change Request procedure defined in the Agreement and may result in additional charges.

6.3.2.3. In the event that Customer delays implementation of a Hot Fix Release, Alogent shall not be responsible for any Errors or other issues arising in connection with the unimplemented Hot Fix Release.

6.3.2.4. In the event that Customer does not implement a Hot Fix Release, Alogent shall not provide Support Services for Errors subsequently reported which were repaired in the delivered, but un-implemented Hot Fix Release.

6.3.3. Exception. In the event that Customer requests a Hot Fix Release for an Error, Customer must agree in writing to schedule and implement a Maintenance Release in accordance with Section 6.2.2 above. This is necessary to ensure that Customer’s code base remains current and reasonably supportable by both parties.

## 7. Operating Environment / Devices / Firmware

7.1. Operating Environment. Support Services shall be limited to support of the Product in the operating environment implemented during the applicable project or, alternatively, defined in a Change Request executed by both parties with respect to the Product. Subject at all times to the terms of this Section 7.1,

7.1.1. Environment Changes. Customer shall be entitled to modify the operating environment where the Product is installed, and Alogent shall provide Support Services with respect to a modified operating environment, provided that (i) Customer complies with the Section 7.1.2 and Section 7.1.3 below, (ii) the modified operating environment is part of the supported platform for the Product, as defined in the Agreement or otherwise agreed in writing by the Parties, and (iii) Customer conducts sufficient testing to ensure that the Product operates in such modified operating environment.

7.1.2. Notification. Customer shall be required to notify Alogent at least fifteen (15) business days in advance of any changes to its operating environment which may affect the integrity or operation of the Product as defined in the Agreement. Changes to an operating environment include, but are not limited to, changes to physical, electrical, configuration, or connectivity platforms, changes to application or utility software, an operating system(s), relevant interfaces, operating regions or configuration of any such systems. Notification to Alogent helps identify potential problems or concerns in advance and allows Alogent the opportunity to assess the impact of and provide appropriate resources should problems occur.

7.1.3. Additional Services. Notwithstanding the foregoing, Support Services do not include implementation of or assistance with respect to any such changes to an operating environment. Any additional services provided by Alogent in connection with changes to Customer’s



operating environment shall be subject to the Change Request procedure defined in the Agreement and may result in additional charges.

- 7.2. Cloud Environment. In the event that Customer is licensed to use the Product in Alogent's hosted cloud environment ("**Alogent Cloud**"), as specifically set forth in a Schedule to the Agreement, Alogent shall provide Support Services with respect to the applicable Product in the Alogent Cloud, subject to the following.
- 7.2.1. Alogent Cloud, hosted environments and applications shall be available no less than 99.5% of the time, excluding scheduled or emergency maintenance on the Alogent Cloud.
  - 7.2.2. In no event shall Alogent be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that Alogent shall use commercially reasonable efforts which are consistent with accepted practices in the software technology industry to resume performance as soon as reasonably practicable under the circumstances.
  - 7.2.3. Maintenance will result in service interruption of the Alogent Cloud and hosted environment. Alogent shall notify Customer of maintenance activities in advance, unless Customer has opted out of communications.
  - 7.2.4. Upgrades to the latest release will happen during maintenance windows. It is incumbent on the Customer to upgrade Customer-related software (eg. workstations, scanners, etc.) that are noted as compatible to the release.
  - 7.2.5. The limitations and exceptions identified in Section 8 below shall apply to provision of Support Services in the Alogent Cloud.
- 7.3. Devices / Firmware. Support Services shall be limited to support of the Product with devices and/or firmware versions set forth in the applicable Product Documentation or, alternatively, defined in a Change Request executed by both parties with respect to the Product.
- 7.3.1. Device Upgrades. If Customer adds new devices or replaces existing devices with different, updated, or upgraded devices and/or firmware, Alogent shall be entitled to invoice Customer for any effort required to qualify Customer's configuration of the Product with such new devices and/or firmware if such device / firmware combination is different than what is set forth in the Product Documentation.
  - 7.3.2. Firmware Upgrades. Alogent periodically qualifies the Product for use with updated, certified final release, firmware versions released by various device manufacturers. Subject to the timing of any release of firmware upgrades by such device manufacturers, Alogent shall conduct such qualification no more than two (2) times each calendar year.
  - 7.3.3. Additional Services. Any additional services provided by Alogent in connection with device upgrades and/or firmware upgrades shall be subject to the Change Request procedure defined in the Agreement and may result in additional charges.

## **8. Limitations and Exceptions**

- 8.1. Exceptions to Support Services. The following activities are expressly excluded from Support Services. In the event that Customer requests Alogent to provide additional services in connection with any of the following, the parties shall follow the Change Request procedure defined in the Agreement and additional charges may apply.
- 8.1.1. Correction of any Error due to accidents, misuse, or negligence or failure by Customer to follow instructions for proper use of the Product, including but not limited to use of the Product in accordance with the Agreement and/or any documentation provided by Alogent; or
  - 8.1.2. Correction of any Error due to any alteration or modification of the Product by any person or entity other than Alogent without prior approval in writing from Alogent; or

- 8.1.3. Correction of any Error due to any use of the Product by Customer with hardware, software, equipment, firmware, or other material not specified in the documentation or otherwise approved in writing by Alogent; or
  - 8.1.4. Correction of any Error due to changes in Customer's operating environment, including but not limited to changes to physical, electrical, configuration, or connectivity platforms, changes to application or utility software, operating system(s), relevant interfaces, operating regions or configuration of any such systems, unless otherwise agreed in writing; or
  - 8.1.5. Correction of any Error due to changes made to Customer's installation of the Product, including installing or uninstalling the Product, installing or uninstalling hardware, changing passwords, or deleting, renaming, copying and/or creating files that impact installation of the Product; or
  - 8.1.6. Correction of any Error due to external factors affecting the Product or any causes beyond the reasonable control of Alogent, including without limitation fire, flood, water, wind, lightning, transportation, vandalism, burglary; or
  - 8.1.7. Correction of any Error and other services related to use by Customer, of any version of the Product other than the two (2) most recent Major Releases, unless otherwise agreed in writing; or
  - 8.1.8. Correction of any defect in data of Customer however arising; or
  - 8.1.9. Investigation and/or diagnosis of Cases submitted which do not describe or pertain to Errors as defined in this Support Guide; or
  - 8.1.10. Additional services which are outside the scope of the services provided by Alogent pursuant to the Agreement and each applicable Schedule, including migration of data from one storage device to another; installation or configuration of new servers; installation or configuration of the Product on a new or existing hardware; installation and design services; training; disaster recovery and business continuity services; recovery from corruption on or related to hardware and/or non-Alogent software; recovery from corruption or other errors caused by viruses, spyware or malware; consulting services in connection with system performance on non-Alogent hardware; and onsite visits unless mutually agreed by the Parties.
- 8.2. Alogent strongly encourages Customer to keep proper backups of their respective data and program files to replace critical data in the event of loss for any reasons. Alogent shall not be responsible for any data loss of Customer, "downtime," loss or corruption of other software program files, or any other loss associated with the provision of services. The provisions of this Section are subject to and shall not amend in any manner the limitation of liability terms set forth in the Agreement.
- 8.3. In addition to Customer's obligations set forth elsewhere in the Agreement, Customer shall be responsible for the following:
- 8.3.1. Ensuring that the Product is used by trained personnel in accordance with the applicable documentation;
  - 8.3.2. Cooperating with Alogent personnel in diagnosing a reported Error in the Product
  - 8.3.3. Providing backups, logs and other diagnostic information in a timely manner, as reasonably requested by Alogent in connection with resolution of an Error; and
  - 8.3.4. Procuring, providing, maintaining, and ensuring compatibility of any hardware, peripherals, third party operating systems, and any third party software which are specified in the applicable documentation as necessary to operate the Product.
- 8.4. Customer is expressly prohibited from conducting, permitting, supporting or directly or indirectly engaging in, and/or providing access to, any third-party that is not expressly authorized by Alogent in writing, to access, examine, test or in any way evaluate the Alogent Hosted Services, Alogent Subscription Services, Alogent Professional Services, Alogent Support Services or any environment hosting such Alogent services, including but not limited to, and without limiting the foregoing, to any party performing security or penetration testing of the Alogent Hosted Services or any Alogent hosted facilities.
- 8.5. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALOGENT MAKES NO REPRESENTATIONS OR WARRANTIES AND SHALL HAVE NO LIABILITY TO CUSTOMER ARISING FROM OR IN ANY WAY RELATED TO THIS SUPPORT GUIDE.