

## Software Maintenance and Support

This document sets forth the Software Maintenance and Support terms for CloudBolt's Software products. CloudBolt reserves the right, in our sole discretion, to amend these Software Maintenance and Support terms at any time and will update these Software Maintenance and Support terms in the event of any such amendments. We will notify our customers of material changes to these terms, at least 30 days prior to the change taking effect by posting a notice on our website or sending an email to the primary email address specified on the applicable Order Form. Customer's continued use of the Software Maintenance and Support services after those 30 days constitutes agreement to those revisions of these terms. For any other modifications, your continued use of the Software Maintenance and Support services constitutes agreement to our revisions of these Software Maintenance and Support terms.

### 1. Definitions

**"Business Hours"** or **"Business Days"**: means Monday Through Friday 8:00AM to 8:00PM Eastern time, exclusive of Federal US Holidays.

**"Error"** means any verifiable and reproducible failure of the Software to materially conform to the Documentation. Notwithstanding the foregoing, the term "Error" shall not include any failure of the Software to materially conform to the Documentation that: (a) results from Licensee's misuse or improper use of the Software; (b) does not materially affect the operation and use of the Software; (c) results from the modification or addition to the Software that is not part of the Software that CloudBolt makes generally available; or (d) results from Licensee's failure to implement in a timely manner any Software Maintenance and Support.

**"Named Contacts"** means the individual(s) identified by Licensee as having authority to receive Software Maintenance and Support on behalf of Licensee.

**"Response Times"** shall mean the time between the Licensee completes and logs a support ticket with CloudBolt to request interactive technical support and the time CloudBolt responds to such request.

**"Severity"** means the relative impact an Error has on the production use of the Software, as determined by CloudBolt. The following Severity levels are applicable to all Software.

**"Severity One"** means Licensee's use of the Software is completely down, with no immediately available workaround. The Software will not start or is non-functional in all respects and is negatively affecting or impairing the remote 3rd-party provisioning of virtual instances. Severity One support requires Licensee to have dedicated resources available to work on the issue on an ongoing basis during Licensee's contractual hours.

**"Severity Two"** means when major functionality is severely impaired. Although operations may continue in a restricted fashion, a Licensee's ability to use the Software has been significantly impaired, with no functional workaround possible. For example, the Software will start, but new instances cannot be provisioned.

**"Severity Three"** describes a partial Software outage, affecting a non-critical aspect of the functionality. In these cases, either a workaround exists, or the functionality impacted is not required for typical production use. For example, users are not able to provision new instances, but administrators will be able to.

**"Severity Four"** involves any general usage questions, or issues related to user interface anomalies, artifacts, or rendering issues. An example of this can include a Software user interface page looking different between two different browsers.

**"Software Maintenance"** means the provision of Major Releases, Minor Releases and Maintenance Releases, if any, to the Software, as well as any corresponding Documentation. Licensee's use of such Major Releases, Minor Releases and Maintenance Releases shall be subject to the terms of the Agreement.

**"Maintenance Release"** means a generally available release of the Software that typically provides maintenance corrections or fixes only, designated by CloudBolt by a change in the digit to the right of the second decimal point (e.g. Software 2.0 >> Software 2.0.1).

**"Major Release"** means a generally available release of the Software that contains functional enhancements or extensions, designated by CloudBolt as a change in the digit to the left of the first decimal point (e.g. Software 2.0 >> Software 3.0).

**"Minor Release"** means a generally available release of the Software that introduces a limited number of new features and functionality, designated by CloudBolt as a change in the digit to the right of the decimal point (e.g. Software 2.0 >> Software 2.1).

### 2. Service Terms

2.1 Provision of M&S. CloudBolt's Software Maintenance and Support plans, access methods and response times are described herein. CloudBolt shall provide Software Maintenance and Support for Error Severity at the Software Maintenance and Support plan level purchased during the applicable term, subject to these terms. CloudBolt will use reasonable efforts to respond to a request for interactive technical support within the Response Times stated in the applicable Software Maintenance and Support Plan. M&S shall be delivered solely to the Named Contact(s) identified by Licensee. CloudBolt is not responsible for lost data or information in the event of Errors or other malfunction of the Software or computers on which the Software is used.

2.2 Supported Releases. Software will be supported according to the following schedule: (a) a Major Release will be supported for a period of twelve (12) months after the commercial release of the next Major Release, but no longer than 2 years and provided always that Licensee makes use of the last Minor Release and Maintenance Release of the first mentioned Major

Release; (b) a Minor Release will be supported for a period of six (6) months after the commercial release of the next Minor Release, provided always that Licensee makes use of the last Maintenance Release of the related Minor release. Non-current Software as per the terms above will not be supported.

2.3 **Proper use of Software.** CloudBolt's obligation to provide Software Maintenance and Support is contingent upon the Licensee's proper use and application of the Software. Problems caused by any of the following situations are not included in the Software Maintenance and Support but may be addressed separately upon request at CloudBolt's then-current hourly rates for professional services subject to then-current standard professional services terms and conditions:

- a accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media not furnished by CloudBolt; operation of the Software with other media not in accordance with CloudBolt specifications; or causes other than ordinary use;
- b improper installation by Licensee or use of the Software that deviates from any operating procedures as specified in the Documentation;
- c actual or attempted modification, alteration or addition to the Software undertaken by Licensee or any third party;
- d the use of third-party software or hardware not specified in the Documentation;
- e the failure of Licensee to install and implement Software Maintenance;
- f any customized deliverables created by CloudBolt for Licensee as part of consulting services;
- g installing and/or operating the Software in non-supported environments or versions of operating systems, utilities and databases; or
- h any technical issue unrelated to an Error.

2.4 **Change in Services.** CloudBolt may change or discontinue the scope of Software Maintenance and Support at any time without notice. CloudBolt will provide notification of discontinuance either directly to Licensee or through an announcement posted on the CloudBolt website, at least 180 days in advance. CloudBolt will continue to provide Software Maintenance and Support during the 180 days or for the remainder of the then current term for which Software Maintenance and Support has been purchased, whichever is longer.

2.5 **Open Source Software.** Maintenance and Support is not provided for Open Source Software.

3. **Licensee Responsibilities.** CloudBolt's obligations regarding Software Maintenance and Support are subject to the following:

- a. Licensee agrees to receive from CloudBolt communications via e-mail, telephone, and other formats, regarding renewals, quotes, and other topics relating to Software Maintenance and Support (such as communications concerning an Error or other technical issues and the availability of new releases). Licensee's Named Contacts shall cooperate to enable CloudBolt to deliver the Software Maintenance and Support;
- b. Licensee will ensure that all Named Contact(s) have a reasonable understanding of the Software and the system that it is operating on and shall be fully aware of Licensee's obligations regarding Confidential Information. Licensee is solely responsible for the use of the Software by its personnel and shall properly train its personnel in the use and application of the Software;
- c. Licensee shall promptly report to CloudBolt all Errors with the Software, and shall implement any corrective procedures provided by CloudBolt reasonably promptly after receipt; and
- d. Licensee is solely responsible for protecting and backing up the data and information stored on the computers on which the Software is used and should confirm that such data and information is protected and backed up before contacting CloudBolt. Licensee shall be solely responsible for any and all restoration and reconstruction of lost or altered files, data, or programs. Licensee will maintain and implement a complete data backup and disaster recovery plan. Licensee shall be solely responsible for any and all security of its confidential, proprietary and/or classified information.

4. **Termination.** CloudBolt may suspend performance of Software Maintenance and Support if Licensee fails to fulfill its responsibilities in Section 3 above. CloudBolt may terminate Software Maintenance and Support such failure continues for thirty (30) days after CloudBolt's written notice of such failure. CloudBolt may terminate Software Maintenance and Support at any time if it is discovered that Licensee is currently in breach of the Agreement.

5. **Knowledge Base.** As part of the Software Maintenance and Support, Licensee is entitled to CloudBolt's support portal and knowledge base at no additional charge. The knowledge base is designed to provide 24x7x365 access to comprehensive information on known issues, workarounds, tips and tricks. CloudBolt's technical team regularly creates timely knowledge base articles to assist customers in the self-investigation and resolution of issues and queries.

## 6. Software Maintenance and Support Plans and Response Times.

**Software Maintenance and Support Plans.** CloudBolt's Software Maintenance and Support plans are defined as follows:

	<b>Standard</b>	<b>Advanced</b>	<b>Premium</b>
Support Hours*	8 AM – 5 PM EST	24x7	24x7
Support Cases**	Unlimited	Unlimited	Unlimited
CloudBolt University	Unlimited	Unlimited	Unlimited
Onsite 1-day Workshops	None	None	One
Unlimited Online Community Support Access	Included	Included	Included
Unlimited Online Knowledge Base Access	Included	Included	Included
Customer Support Manager	Included	Included	Included
Roadmap Influence***	None	Next/Later	Now/Next
Technical Account Manager – Professional Services****	N/A	Up to 18 hours	Up to 36 hours
Response Prioritization	Standard Priority	Elevated Priority	Highest Priority
Number of Named Contacts*****	Up to Four (4)	Up to Six (6)	Up to Eight (8)
Engineering Hours – Professional Services****	None	Up to 15 hours	Up to 40 hours

\* Excludes Weekends and Federal US Holidays

\*\* Unlimited Support Cases for Named Contacts only.

\*\*\* Start implementation within: Now – 3 months, Next – 8 months, Later – 18 months

\*\*\*\*All Professional Services are provided pursuant to CloudBolt's standard Professional Services Agreement located at [www.cloudbolt.io/legal/](http://www.cloudbolt.io/legal/) unless the parties have a signed Professional Services Agreement in place.

\*\*\*\*\*Online and Email support access for Named Contacts only.

### Initial Response

After the Licensee creates a case, CloudBolt will use commercially reasonable efforts to respond to Licensee within the target response time indicated below for the corresponding severity level and Software Maintenance and Support plan.

<b>Severity</b>	<b>Standard</b>	<b>Advanced</b>	<b>Premium</b>
1	1 Business Hour	1 hour	30 minutes
2	2 Business Hours	2 hours	1 hour
3	4 Business Hours	4 hours	2 hours
4	1 Business Day	8 hours	8 hours

### Resolution Process

CloudBolt will address and resolve issues that are within the control of CloudBolt based on the resolution process indicated below for the corresponding severity level and Software Maintenance and Support plans.

	<b>Standard &amp; Advanced</b>	<b>Premium</b>			
<b>Severity</b>		<b>Notification of Resolution Target</b>	<b>Updates</b>	<b>Escalation to CloudBolt Management</b>	<b>Final Resolution</b>
1	Investigate the issue & work continuously until the error is fixed or a temporary workaround is implemented.	Within 4 hours after confirmation the issue is within CloudBolt control	Every hour	If the issue is not resolved within 8 hours after confirmation the issue is within CloudBolt control	If temporary workaround works and permanent code change is required, a dedicated sustaining engineer will be assigned to work on a software fix. A software fix in a form of a patch will be delivered based on level of effort for the fix.

2	Investigate the issue & work during standard Business Hours until the error is fixed or a temporary workaround is implemented.	Within 48 hours after confirmation the issue is within CloudBolt control	Every 4 hours	If the issue is not resolved within 3 business days after confirmation the issue is within CloudBolt control	If temporary workaround works and permanent code change is required, a dedicated sustaining engineer will be assigned to work on a software fix. A software fix in a form of a patch will be delivered based on level of effort for the fix.
3	Investigate the issue & work during standard Business Hours. Typically fixed in next release.	Within 4 days after confirmation the issue is within CloudBolt control	Every day	If the issue is not resolved within 5 business days after confirmation the issue is within CloudBolt control	If temporary workaround works and permanent code change is required, a dedicated sustaining engineer will be assigned to work on a software fix. A software fix in a form of a patch will be delivered with the next product/version release.
4	Does not require immediate response and is typically a documentation or configuration question.	Within 7 days after confirmation the issue is within CloudBolt control	Every day	As agreed by the parties	N/A

Temporary resolution and workaround will be measured from the time our support engineers have access to Licensee's relevant third party engineers and the CloudBolt platform. Our response times will be extended by the time in excess of fifteen minutes while the Licensee provides the following: (a) access to Licensee's CloudBolt environment to our Premium Software Maintenance and Support engineers within fifteen minutes (15 mins) of our initial receipt of the support request; and (b) availability and access to the relevant third party engineers within fifteen minutes (15 mins) of our initial receipt of the support request.

#### Support Access Methods

##### Email

Support requests may be sent to [support@cloudbolt.io](mailto:support@cloudbolt.io). If submitting an issue via this method, Licensee must include the observed Severity Level in the email subject (e.g. "Subject: Severity 1 Application will not start")

##### Web

The CloudBolt self-service support portal is accessible under the "Support" section on CloudBolt's Support Home page <https://support.cloudbolt.io/>. In the self-service portal, Licensee can self-select the observed Severity Levels. Although any user of Licensee can submit a ticket via the Self-Service portal, only Named Contacts will receive a response. To enter the Self-Service Portal, Licensee will need a user ID and password.