



## SUBSCRIPTION, MAINTENANCE, AND SUPPORT POLICY

This Subscription, Maintenance, and Support Policy (“Policy”) describes the current practices of DataClarity with regard to its provision of Maintenance and Support Services as defined below (collectively “Technical Support”) to Licensee with an active subscription agreement which includes Technical Support (“Licensee”). Active maintenance or subscriptions ensures Licensee stays current on the latest product enhancements and provides access to DataClarity subject matter experts and resources. All Technical Support is subject to Licensee’s timely payment of applicable subscription fees and applies to the DataClarity Software and related services stated in the Order Form or User License Agreement. Technical Support is provided for the term specified in the Order Form.

This Policy set forth expectations for Technical Support between the Licensee and the DataClarity Support Organization, including:

- How to contact DataClarity Support Organization
- Who is authorized to submit issues
- How to submit Technical Support requests
- What types of issues are supported
- How and when DataClarity responds and closes reported issues

### 1. DEFINITIONS

All undefined capitalized terms used herein shall have the same meaning as set forth in the User License Agreement.

**“Incident”** (also referred to as “case” “ticket”, or “issue”) means each individual issue with the Software reported to DataClarity by a Licensee Contact at <https://support.dataclaritycorp.com/>.

**“Maintenance Release”** means generally commercially released code corrections, patches, and updates of the Software as designated by a change in the number to the right of the second decimal in the version number. For example, 2019.1.1 is a Maintenance Release of 2019.1.

**“Licensee Contacts”** means qualified individuals knowledgeable in the internal build systems, tools, policies, and practices in use by the Licensee. Licensee is expected to make every effort to ensure that the individuals designated as Licensee Contacts are qualified to support the Licensee teams internally. Licensee Contacts may submit Incidents related to DataClarity Software. Licensee Contacts are limited to three (3).

**“New Versions”** means generally commercially released major new releases, modifications or enhancements to the Software as designated by a change in the number to the left of the decimal in the version number. New Versions are normally identified by the first number prior to the first decimal point. New Versions do not include separate or different products marketed by DataClarity under a different name even if such products are compatible with the Software.

**“Previous Versions”**. Upon a commercially available release, a New Version of the Software, any previously released version(s) of the Software shall be deemed a Previous Version. Licensee may replace the Previous Version (including all installed copies) with the New Version.

**“Product Roadmap Update Information”**. Product roadmaps DataClarity generally makes available to Licensees as part of Licensee Technical Support. Product Roadmap Update Information is provided for informational purposes only, and DataClarity does not commit to providing any future products, features, or functionality as described in the Product Roadmap Update Information.

**“Release Update Information”.** Generally available documented summaries, webinars, and videos provided by DataClarity to inform and instruct Licensees on new product release changes.

**“Software”.** Generally available release of DataClarity’s proprietary software in object code form licensed to Licensee under an agreement. Software excludes early release, technical preview, pre-release, free trial or evaluation versions as well as any extensions, objects, open-source projects or code made available without charge and any DataClarity products which exclude Maintenance and Technical Support in the terms of use.

## **2. SUBSCRIPTION AND SUPPORT RENEWAL**

**2.1 Subscription Renewal.** Unless otherwise specified in the applicable Order Form, each Subscription Term shall begin on the effective date of the applicable Order Form and shall continue for twelve (12) months (“Initial Subscription Term”). Thereafter, the Initial Subscription Term and any renewals shall automatically renew for successive additional periods (each, a “Renewal Term” and, together with the Initial Subscription Term, the “Subscription Term”) equal to the initial subscription period unless Licensee provides DataClarity with notice of non-renewal at least sixty (60) days in advance of the expiration of the Initial Subscription Term or the then-current Renewal Term (as the case may be). All applicable fees for such renewals will be at DataClarity’s then-current rates. Subscriptions may not be canceled in whole or in part during any subscription period.

**2.2 Late Renewals.** Licensee may elect to renew the subscription at any time after expiration, but Licensee access to the licensed software or product shall cease following the expiration date unless/until renewed. DataClarity recommends renewing subscription 30 days before the expiration date to avoid any lapse in service.

**2.3 Free of Charge Licenses.** DataClarity might elect to make certain software and products available free of charge for trial, evaluation, technical preview, pre-release, or other purposes (“Freeware”). DataClarity has no obligation to provide Technical Support for Freeware. If any, Technical Support for Freeware will be provided at DataClarity’s sole discretion.

## **3. SCOPE OF TECHNICAL SUPPORT**

**3.1 What Technical Support Includes.** Technical Support is intended to provide assistance to Licensee Contacts for issues and questions beyond what is covered in the Documentation. If Licensee is current on payment of the applicable subscription, DataClarity shall use commercially reasonable efforts to provide Licensee with Technical Support services consisting of the following: (a) Online submissions of Incidents submitted by Licensee Contacts; (b) New Versions and Maintenance Releases of the Software; (c) Access to DataClarity Licensee Care portal, and (d) Troubleshooting related to the following Licensee activities with respect to the Software:

- Installation and downloads. Support for installation includes providing troubleshooting related to Licensee’s downloading and installing the Software.
- Basic configuration issues. Support for configuration includes troubleshooting Licensee’s configuration settings for existing installations to ensure proper operation and connectivity.
- Usage issues. DataClarity qualified personnel will answer Licensee’s "how-to" questions related to standard and intended Software usage.
- New Version issue. Support for issues regarding replacing a Previous Version with a New Version of the Software.
- Efforts to correct the Software: DataClarity shall make commercially reasonable efforts to correct defects or other errors in the Software.

**3.2 What Technical Support Excludes.** DataClarity has no Technical Support obligations with respect to the issues relating from: (a) Software that is used on or in conjunction with hardware or software other than as specified in the applicable Documentation; (b) use of the Software by Licensee in violation of the User License Agreement; (c) alterations, add-ons, customizations, or modifications to the Software by any party other than DataClarity; (d) defects or failures in the Software due to any factors beyond DataClarity’s reasonable control; (e) any version of the Software for which Technical Support has been discontinued by DataClarity; (f) Freeware

or other software provided at no charge; (g) training, customization, integration, and any issues arising from unlicensed use of the Software; and (h) any type of services.

**3.3 DataClarity's Efforts.** While DataClarity will make commercially reasonable efforts to correct defects or other errors in the Software and respond to Incidents as described in this Policy, Licensee acknowledges that it may not be possible for DataClarity to correct every or any defect, error, or problem reported by Licensee or of which DataClarity is otherwise made aware.

#### 4. SOFTWARE VERSIONS COVERED

**4.1 Supported Versions.** DataClarity will provide Technical Support only for the Software products specified at the time of purchase. DataClarity's Technical Support obligations do not cover hardware, operating systems, networks, or third-party software. Licensee understands that DataClarity may need additional information as to its use of the Software in order to provide Technical Support and to enhance the Software.

**4.2 End of Life.** DataClarity will provide Technical Support services for a New Version or Previous Version for twelve (12) months after the version release date. After such time, DataClarity will provide limited support for an additional three (3) months, consisting solely of clarifying Documentation and assistance in upgrading to the latest New Version. DataClarity provides an up-to-date list of supported versions on DataClarity's Customer Care site.

**4.3 Platforms Supported.** DataClarity supports the use of the Software only on the platforms specified in the product technical specifications supplied by DataClarity with the Software.

#### 5. TECHNICAL SUPPORT OFFERINGS

DataClarity offers the following Standard Technical Support services:

Standard Technical Support Coverage and Business Hours	
Coverage	Monday through Friday during Business Hours
Americas Business Hours	8 AM to 8 PM EST
APAC Business Hours	8 AM to 5 PM Singapore time
EMEA Business Hours	8 AM to 5 PM GMT
Target Response Time/Update Frequency during Business Hours	
Priority 1 (P1)	8h/24h
Priority 2 (P2)	24h/72h
Priority 3 (P3)	72h/Weekly
Priority 4 (P4)	Week/Bi-Weekly
Enablement	
Contact Option	<a href="https://support.dataclaritycorp.com/">https://support.dataclaritycorp.com/</a>
Release Update Information	Online
Licensee resources and documentation	Online
Dedicated License Contacts	Up to 3
Innovation	
Product Roadmap Update Information	✓
Participate in pre-release programs and product evaluations	✓

DataClarity Technical Support related to Innovation, as stated above, shall require a request from Licensee and shall be provided remotely. For example, remote Technical Support services may include assisting Licensee in evaluating the innovation capabilities of the latest updates or giving Licensee guidance in the form of knowledge transfer sessions. Scheduling, availability, and delivery methodology is at DataClarity's discretion.

## 6. LICENSEE CONTACTS

To receive Technical Support hereunder, Licensees shall designate up to three (3) contact persons who are authorized to contact DataClarity's Support Organization. Licensee may report Incidents on behalf of other Authorized Users of the Software within Licensee's organization, provided that the Licensee Contact continuously acts as the intermediary between DataClarity and such Authorized Users, collaborating with DataClarity to resolve the reported Incident and maintaining communication with all involved parties.

## 7. INCIDENT SUBMISSION

**7.1 How to Submit Incidents.** Incidents are to be submitted to DataClarity by a Licensee Contact at <https://support.dataclaritycorp.com/>.

**7.2 How to Report an Incident.** In order to expedite the resolution of Incidents, DataClarity expects that Licensee will make every attempt possible to:

- Verify that the incident is reproducible;
- Provide the necessary information to DataClarity to prioritize, reproduce, or investigate the incident;
- Provide a full description of the issue and expected results;
- Categorize issue (error, new feature, etc.);
- List steps to reproduce the issue and relevant data;
- Provide any applicable log files;
- Provide exact wording of all issue-related error messages;
- Describe any special circumstances surrounding the discovery of the issue such as first occurrence or occurrence after a specific event, impact on Licensee business, and suggested priority for resolution;
- Identify the incident number in any ongoing communication with DataClarity on an existing Incident.

**7.3 Licensee Cooperation.** Licensee will provide information and access to Licensee resources as reasonably required for DataClarity to provide Technical Support. DataClarity will be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Licensee's failure to cooperate as set forth herein.

## 8. INCIDENT RESPONSE AND CLOSURE

**8.1 DataClarity Incident Response.** For each Incident reported by Licensee in accordance with these procedures, DataClarity shall:

- Confirm receipt of the reported Incident with an automated electronic acknowledgment.
- Set a Priority Level for the Incident in accordance with the terms below.
- DataClarity may modify the Incident settings.
- Use commercially reasonable efforts to respond to the Incident within the target response time specified in this Policy.
- Analyze the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Licensee provide additional information, logs, and re-execution of commands to help identify the root cause and dependencies of the reported issue.
- Give Licensee direction and assistance in resolving the Incident.
- Keep a record of ongoing communications with Licensee

**8.2 Priority Levels.** DataClarity will assign a priority level ("Priority Level") to each Incident as described in the table below.

Priority #	Priority Level	Response Level
<b>P1</b>	<b>Critical</b> The production environment of DataClarity software is completely inaccessible or inoperable to all users.	<b>Initial Response</b> Within eight (8) hours of case submission.  <b>Ongoing Communication</b> Unless otherwise communicated by DataClarity Technical Support, once every twenty-four (24) hours.
<b>P2</b>	<b>High</b> Issues with severe performance impact or features not operating as documented that impact a majority of users.	<b>Initial Response</b> Within twenty-four (24) hours of case submission.  <b>Ongoing Communication</b> Unless otherwise communicated by DataClarity Technical Support, once every seventy-two (72) hours.
<b>P3</b>	<b>Medium</b> Issues with performance impact or features not operating as documented, that impact a minority of users.	<b>Initial Response</b> Within seventy-two (72) hours of case submission.  <b>Ongoing Communication</b> Unless otherwise communicated by DataClarity Technical Support, weekly.
<b>P4</b>	<b>Low</b> How to questions and issues with performance impact or features not operating as documented, that impact a small minority of users.	<b>Initial Response</b> Within a week of case submission.  <b>Ongoing Communication</b> Unless otherwise communicated by DataClarity Technical Support, bi-weekly.

The following types of incidents are excluded from the response levels as described above:

- Incidents regarding a release, version, or functionalities of DataClarity Software developed specifically for Licensee.
- The root cause behind the incident is not a malfunction, but a missing functionality (“development request”) or the incident is ascribed to a consulting request (“how-to”).

**8.3 Closure of Incidents.** After assigning a Priority Level, DataClarity will use commercially reasonable efforts to provide initial responses and updates based on the targets outlined in this Policy. Incidents shall be closed in the following manner:

- For solvable issues: Depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or advising Licensee of an available software fix.
- In the event that custom or unsupported plug-ins or modules are used: DataClarity may ask, in the course of attempting to resolve the issue, that the Licensee remove any unsupported plug-ins or modules. If the problem disappears upon removal of an unsupported plug-in or module, then DataClarity may consider the issue to be resolved. Supported plug-ins or modules are defined as those listed and defined as supported in the Documentation.
- For issues outside of the scope of Technical Support services: DataClarity may also close issues by identifying the Incident as outside the scope of Technical Support (pursuant to Section 3 above) or arising from a version, platform, or usage case which is excluded from this Policy.
- Dormant Cases: DataClarity will consider an open case dormant (and may close the case) if the Licensee Contact has not responded to two (2) attempts or more made by DataClarity to collect additional information required to solve the case. Licensee may request Incidents to be re-opened for up to 30 days after case closure. At DataClarity’s sole discretion, Incidents will be re-opened for further investigation if the Incident is deemed to be solvable.

## 9. OTHER LICENSEE'S RESPONSIBILITIES

The Licensee shall:

- Be responsible for purchasing, installing, and maintaining all hardware and operating systems required to use and Technical Support the Software;
- Be responsible for maintaining all third-party software not explicitly licensed under the Agreement;
- DataClarity Technical Supports designated operating systems, not specific hardware configurations. If Licensee is running the Software on a virtual environment, Licensee and the virtual environment vendor will be responsible for any interactions or issues that arise at the hardware or operating system layer as a result of the use of a virtual environment. DataClarity reserves the right to request Licensees to diagnose certain issues in a native designated operating system environment, operating without the virtual environment, as needed to determine whether the virtual environment is a contributing factor to the issue.
- For certain services provided under this Policy, the transmission of machine logs may be required. For the avoidance of doubt, Licensee shall not include any business-sensitive and personal information via such transmissions. Accordingly, DataClarity shall not be deemed a Data Processor under EU Data Protection Directive 95/46/EC (as amended).
- If Licensee chooses to send personal data to DataClarity, Licensee shall remain solely liable and responsible for complying with applicable privacy laws and data protection obligations in relation to using or processing of such data. Licensee shall take reasonable measures to limit the amount and sensitivity of such data provided to DataClarity (by anonymization, for example). DataClarity Privacy Policy is available to view online at [www.dataclaritycorp.com](http://www.dataclaritycorp.com) under "Privacy Policy. "

## 10. CHANGES TO POLICY

Subject to the terms of the Software agreement, DataClarity reserves the right, at its discretion, to change the Policy at any time based on prevailing market practices and the evolution of DataClarity's Software products.

## 11. DISCLAIMER

THIS POLICY DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. THE SOFTWARE AND MATERIALS AND SERVICES RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE APPLICABLE AGREEMENT. THIS POLICY DOES NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH AGREEMENT.