

Flexera® Silver Support and Maintenance Terms and Cloud Site SLAs



SILVER CLOUD SUPPORT AND MAINTENANCE TERMS

The following describes each party's obligations with respect to its provision of Support and Maintenance to Licensee for Cloud Software set forth in the relevant Order Confirmation or Order Schedule. Any capitalized terms not defined herein shall have the meaning ascribed to them in the applicable software license agreement between Licensee and Flexera.

1. **Support Contacts.** Flexera will provide support to Licensee employee(s) who are registered as support contacts in Flexera's system. Licensee may register two (2) support contacts. Additional support contacts are available at an additional cost. Support will be provided in English only.
2. **Telephone Support.** Flexera support staff will be available for live-answer telephone and email support between the hours of 6:00 p.m. Sunday and 6:00 p.m. Friday Pacific Standard Time.
3. **Online Support.** Flexera will provide Licensee's registered support contacts with access to its web-based customer interface for its CRM system, which enables Licensee to create, track and update support cases and access Flexera's knowledge base.
4. **Case Number.** Upon receipt of a support request (and provided that the contact is a registered support contact), Flexera's technical support team will create a case and provide the case number to Licensee within two (2) business hours.
5. **Response Times.** Flexera will provide a response to Licensee's request for technical support assistance within sixteen (16) business hours from assignment of a case number (the "**Initial Response**"). As used herein, Initial Response will mean Flexera's confirming receipt of an error from Licensee verifying the details of such error, and delivering to Licensee, if applicable, (a) a list of additional information reasonably required by Flexera, and (b) a description of the assistance reasonably required by Flexera from Licensee to assist in the evaluation of the report and diagnosis of the error or symptoms. For the purpose of clarity, Flexera does not commit to resolving every error; Flexera will determine in its sole discretion whether to provide a resolution to the software issue or a temporary workaround for the software issue as it deems appropriate.
6. **Licensee Obligations.** In order for Flexera to resolve a software issue, Licensee must provide Flexera's technical support personnel with enough information regarding the issue in order to allow such personnel to replicate the case at Flexera's site. For some products, Licensee may be required to provide Flexera with sample code that demonstrates the reported behavior. Licensee is responsible for providing technical support to its end-users.
7. **Updates.** Licensee will receive any patches, additions, modifications, and new versions of the Software as a part of Support and Maintenance ("**Updates**"). Updates do not include additions or modifications that Flexera considers to be a separate product or for which Flexera charges its customers extra or separately.
8. **Exclusions.** Flexera will have no Support and Maintenance obligation to Licensee where the Software source code has been modified, unless such modifications are Updates or have been authorized by Flexera in writing and, in such writing, Flexera has accepted Support and Maintenance obligations with respect to such modifications. Professional services related to (i) the installation, implementation, and configuration of the Software, (ii) training, or (iii) other services not specifically outlined above are not included as a part of Support and Maintenance.
9. **Escalation.** Should Licensee determine in good faith that Flexera is not meeting its obligations hereunder, Licensee may escalate any concerns or issues directly to Flexera's Support Director for the region.
10. **Modifications to Support Terms.** Flexera reserves the right to modify or change its support policies at its discretion.

SILVER ON-PREMISE SUPPORT AND MAINTENANCE TERMS

The following describes each party's obligations with respect to its provision of Support and Maintenance to Licensee for On-Premise Software set forth in the relevant Order Confirmation or Order Schedule. Any capitalized terms not defined herein shall have the meaning ascribed to them in the applicable software license agreement between Licensee and Flexera.

1. **Support Contacts.** Flexera will provide support to Licensee employee(s) who are registered as support contacts in Flexera's system. Licensee may register two (2) support contacts. Additional support contacts are available at an additional cost. Support will be provided in English only.
2. **Telephone Support.** Flexera will provide technical support via telephone Monday through Friday, during the office hours from the support center closest to Licensee (except on those days designated as Flexera's holidays). Flexera currently provides support from California and Illinois in the United States, Cheshire, United Kingdom, Copenhagen, Denmark, Melbourne, Australia, and Tokyo, Japan. These locations may be updated from time to time by Flexera in its discretion.
3. **Online Support.** Flexera will provide Licensee's registered support contacts with access to its web-based customer interface for its CRM system, which enables Licensee to create, track and update support cases and access Flexera's knowledge base.
4. **Case Number.** Upon receipt of a support request (and provided that the contact is a registered support contact), Flexera's technical support team will create a case and provide the case number to Licensee within eight (8) business hours.
5. **Response Times.** Flexera will provide a response to Licensee's request for technical support assistance within sixteen (16) business hours from assignment of a case number (the "**Initial Response**"). As used herein, Initial Response will mean Flexera's confirming receipt of an error from Licensee verifying the details of such error, and delivering to Licensee, if applicable, (a) a list of additional information reasonably required by Flexera, and (b) a description of the assistance reasonably required by Flexera from Licensee to assist in the evaluation of the report and diagnosis of the error or symptoms. For the purpose of clarity, Flexera does not commit to resolving every error; Flexera will determine in its sole discretion whether to provide a resolution to the software issue or a temporary workaround for the software issue as it deems appropriate.
6. **Licensee Obligations.** In order for Flexera to resolve a software issue, Licensee must provide Flexera's technical support personnel with enough information regarding the issue in order to allow such personnel to replicate the case at Flexera's site. In the event that a software issue cannot be replicated at Flexera's site, Licensee must provide Flexera's technical support personnel with a virtual image of their machine to allow replication at Flexera's site. For some products, Licensee may be required to provide Flexera with sample code that demonstrates the reported behavior. Licensee is responsible for providing technical support to its end-users.
7. **Updates.** Licensee is entitled to receive any patches, additions, modifications, and new versions of the Software as a part of Support and Maintenance ("**Updates**"). Updates do not include additions or modifications that Flexera considers to be a separate product or for which Flexera charges its customers extra or separately.
8. **Renewal.** Unless otherwise set forth in an applicable order document executed by Licensee and Flexera, Support and Maintenance may be renewed for perpetual licenses for the first renewal period (the duration of which may be no shorter than one year and no longer than the length of the initial Support and Maintenance period) for the same annual rate paid during the first Support and Maintenance period.
9. **End of Life.** Support and Maintenance is available in accordance with Flexera's Life Cycle and End of Life Policy, which may be found at <http://www.flexerasoftware.com/support/eol/end-of-life-policy.htm>.

- 10. Exclusions.** Flexera will have no Support and Maintenance obligation to Licensee where the Software source code has been modified, unless such modifications are Updates or have been authorized by Flexera in writing and, in such writing, Flexera has accepted Support and Maintenance obligations with respect to such modifications. Professional services related to (i) the installation, implementation, and configuration of the Software, (ii) training, or (iii) other services not specifically outlined above are not included as a part of Support and Maintenance.
- 11. Escalation.** Should Licensee determine in good faith that Flexera is not meeting its obligations hereunder, Licensee may escalate any concerns or issues directly to Flexera's Support Director for the region.
- 12. Modifications to Support Terms.** Flexera reserves the right to modify or change its support policies at its discretion.

CLOUD SITE SERVICE LEVELS

1. **Cloud Site.** The website hosted by Flexera through which Licensee may access Cloud Software is referred to as the “**Cloud Site**”.
2. **Third-Party Contractors.** Flexera may retain third party contractors to provide facilities, equipment and/or services for which Flexera is responsible, provided Flexera will be solely responsible to Licensee for such contractors’ performance and their compliance with any applicable provisions of the Agreement, including but not limited to confidentiality provisions.
3. **Access.** Each party will adopt precautions in accordance with recognized industry standards, including but not limited to password protection, to prevent access to the Cloud Site by parties other than Flexera, Licensee, and Licensee’s authorized end users.
4. **Backup and Restoration.** Flexera will provide full and incremental backups. Incremental backups will normally be performed six (6) days per week and full backups will normally be performed one (1) day a week. The copies of backups will be stored off-site in a secure facility. Upon termination or expiration of a Cloud Software subscription, Flexera will retain Licensee’s data in the active Cloud Site for ninety (90) days after such expiration or termination of the subscription and Licensee will have access to a limited Cloud Site for the sole purpose of accessing such data for up to ninety (90) days after expiration of its Subscription Period. . After such ninety (90) day period, Licensee’s access to the limited Cloud Site will expire and Flexera will delete Licensee’s data from the Cloud Site; provided, however, that any prior backups that have been performed for disaster recovery or failover will not be deleted until such backup is overwritten by other data or destroyed in accordance with Flexera’s record retention policy.
5. **System Monitoring.** Flexera will monitor the performance characteristics of system and network components in real-time. Flexera will perform system-level polling of the hardware, operating system and applications of each server to identify abnormal system-level conditions. Flexera will perform network-level monitoring on the hardware interface of each component of the equipment necessary to the network component of the Cloud Site. Flexera may aggregate information regarding Licensee’s use of the Cloud Site with information about use of the Cloud Site by Flexera’s other customers, and may use such aggregated information to report on how the Cloud Site is used by Flexera’s customers generally, for improvement and development of Flexera’s products, and for marketing purposes. In providing this aggregated information, Flexera will not identify Licensee to any third party.
6. **Monthly Uptime.**
 - 6.1. “**Monthly Uptime**” means the amount of time in any given month that Licensee is able to access the Cloud Site, as a percentage of the total amount of time in such month, excluding Excused Outages.
 - 6.2. “**Monthly Fee**” means the amount of the recurring license fee paid by Licensee under the Agreement that is allocable to one (1) month (but excluding implementation, configuration, professional, or other services or nonrecurring fees).
 - 6.3. Flexera will maintain systems and controls designed to maximize Monthly Uptime, minimize unscheduled outages, and enable prompt notification in the event of any unscheduled outage. Flexera will credit to Licensee the percentage specified below of the total Monthly Fee paid by Licensee to Flexera, for any calendar month in which Monthly Uptime for the month falls within the range specified below. In order to receive a credit, Licensee must request such credit in writing within thirty (30) days of the end of the month for which it seeks a credit.

Monthly Uptime %	% Monthly Fee Credited
99.50% - 100%	0%
97.5% - 99.49%	5%
95% -97.49%	10%

Less than 95%	15%
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- 6.4.** If Monthly Uptime falls below 99.5% for any three (3) consecutive months, or falls below 95% in any single month, Licensee may, within thirty (30) days of the end of the month giving rise to this termination right, terminate the subscription related to the failed Monthly Uptime commitment upon written notice to Flexera.
- 6.5.** The remedies in this Section are the sole and exclusive remedies available to Licensee for any failure by Flexera to maintain the required Monthly Uptime. The Monthly Uptime commitment only applies to the portion of the Cloud Site that is hosted in a Flexera data center. Components located on Licensee's network or systems are not covered under the Monthly Uptime.
- 7. Excused Outages.** Licensee may experience outages in the Cloud Site due to Scheduled Maintenance and/or Emergency Maintenance, as defined below (collectively "**Excused Outages**").
- 7.1. Scheduled Maintenance.** "**Scheduled Maintenance**" mean planned interruptions in the Cloud Site to make changes to Flexera's systems. Flexera regularly evaluates web site traffic patterns in order to determine low usage times in which to perform Scheduled Maintenance. Scheduled Maintenance may include outages. If Licensee is located in the United States, Scheduled Maintenance of 2 hours or less in duration will be conducted Monday through Thursday between 5:00 p.m. and 3:00 a.m., or between 6:00 a.m. Saturday and 12:00 p.m. Sunday, Pacific Time and Scheduled Maintenance that exceeds 2 hours will be conducted between 6:00 a.m. Saturday and 12:00 p.m. Sunday Pacific Time. If Licensee is located outside of the United States, Scheduled Maintenance of 2 hours or less in duration will be conducted Monday through Thursday between 5:00 p.m. and 5:00 a.m., or between 6:00 a.m. Saturday and 12:00 p.m. Sunday Central European Time and Scheduled Maintenance that exceeds 2 hours will be conducted between 6:00 a.m. Saturday and 12:00 p.m. Sunday Central European Time. Flexera will not perform Scheduled Maintenance on the last 2 business days of any calendar month. For Scheduled Maintenance of 2 hours or less in duration Flexera will notify Licensee no later than 48 hours prior to the Schedule Maintenance. For Scheduled Maintenance of more than 2 hours in duration Flexera will notify Licensee no later than 120 hours prior to the Schedule Maintenance. Notice for the purpose of this Section may be a message be placed on the login page to the Cloud Site.
- 7.2. Emergency Maintenance.** "**Emergency Maintenance**" refer to Flexera's efforts to correct network or security conditions that may cause service outages or severe network performance degradation impacting multiple customers and requires immediate action. Emergency Maintenance may degrade the quality of service including possible outages. Flexera's policy is to notify Licensee with as much advance notice as possible under the circumstance prior to performing the Emergency Maintenance. Such effects related to Emergency Maintenance shall not give rise to service credits outlined in these Cloud Site Service Levels.