

CYBER ADAPT

SUPPORT TERMS

Cyber adAPT and/or an Authorized Reseller shall provide Maintenance and Support for Software and Cyber adAPT Hardware in accordance with the provisions of these Support Terms. Terms capitalized but not defined herein shall have the meaning given to them in the Master Subscription Agreement (“**MSA**”) between Customer and Cyber AdAPT. In the event of a conflict between the provisions contained herein and the MSA, the provisions contained in the MSA shall prevail. Where certain and specific Maintenance and Support is being provided directly by the Authorized Reseller, the rights and obligations of Cyber adAPT shall be the rights and obligations of the Authorized Reseller.

1. DEFINITIONS

- (a) “**Maintenance Release**” means any update, upgrade, release, or other adaptation or modification of the Software, including any updated Documentation, that Cyber adAPT may provide to Customer from time to time during the Subscription Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software, but does not include any New Version.
- (b) “**MSA**” has the meaning set forth in the preamble to these Support Terms.
- (c) “**New Version**” means any new version of the Software that Cyber adAPT may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Cyber adAPT’s designation of a new version number) and which Cyber adAPT may make available to Customer at an additional cost under a separate written agreement.
- (d) “**Off-peak Hours**” means non-core business hours outside of a Business Day.
- (e) “**Service Error**” means any failure of any Software and Cyber adAPT Hardware to materially perform in accordance with the relevant Documentation.
- (f) “**Service Request**” means a support request by Customer for a Service Error correction
- (g) “**Service Request Classification**” has the meaning set forth in Section 4.1 of these Support Terms.
- (h) “**Support and Maintenance Services**” shall mean, collectively, the provision by Cyber adAPT of Maintenance and Support under Section 2 of these Support Terms.
- (i) “**Supported Version**” means the version of the Software specified in the Order Form that has been updated with all available Maintenance Releases, excluding a New Version or any Software where upon six (6) months prior notice Cyber adAPT has informed Customer that it has reached ‘end of life’, in which case such end of life Software shall no longer be subject to these Support Terms.

2. SPECIFIC CYBER ADAPT MAINTENANCE OBLIGATIONS

- 2.1 Subject to the Software being a Supported Version, such Support and Maintenance Services shall include providing to Customer and its Users:
 - (a) Maintenance Releases that Cyber adAPT provides at no additional charge to its other similarly situated customers; and
 - (b) all such services and repairs as are required to maintain the Software and Cyber adAPT Hardware or are ancillary, necessary, or otherwise related to Customer’s or its Users’ access to or use of Software and Cyber adAPT Hardware, so that the Software and Cyber adAPT Hardware operate materially in accordance with their relevant Documentation.
- 2.2 Scheduled maintenance or releases, during which Customer may experience downtime or performance degradation, will be performed during Off-peak Hours. Except in emergency situations, Cyber adAPT will provide notification of any scheduled downtime of any service impacting Maintenance Releases no less than three (3) Business Days prior to occurrence.
- 2.3 The contents of, and subject to Section 2.2, the timing of all Maintenance Releases will be decided by Cyber AdAPT in its sole discretion.

3. SPECIFIC CYBER ADAPT SUPPORT OBLIGATIONS

- 3.1 Cyber adAPT shall use reasonable efforts to:
 - (a) correct all Service Errors in accordance with the Support Service Level Goals set forth below, including by providing defect repair, programming corrections, and remedial programming;
 - (b) provide telephone support during the hours of 8:00 a.m. to 5:00 p.m. Central Time on Business Days;
 - (c) provide online access to technical support bulletins and other user support information and forums, to the full extent Cyber adAPT makes such resources available to its other customers for services identical to or substantially similar to the Company Solution; and
 - (d) timely respond to and resolve Service Requests.

4. SUPPORT REQUEST PROCESS

- 4.1 The Customer shall submit all support requests for assistance (each a “**Support Request**”) by email, telephone or through the Company

Technical Support Portal as specified by Cyber adAPT or the Authorized Reseller and which, upon submission, shall be classified

by Customer into one of the following Service Level classifications (each a **"Service Request Classification"**).

SERVICE REQUESTS	
Support Request Classification	Description
Severity Level 1	<p>Any Service Error Comprising or Causing Any of the Following Events or Effects</p> <p>Severity 1 level of severity is defined as an issue causing complete loss of performance or service.</p> <p>Severity 1 issues have one or more of the following characteristics:</p> <ul style="list-style-type: none"> • Data corruption - physical or logical data is unavailable or incorrect. • System crashed repeatedly - a process fails and continues to fail after a restart attempt. • Critical functionality is not available - a process cannot continue when a vital feature is inoperable. • System hangs - This includes cases where the process hangs indefinitely; severe performance degradation causing unreasonable waits for responses or delays in processing; and time out errors.
Severity Level 2	<p>Severity 2 is defined as an issue that causes an internal error, or incorrect behavior causing severe loss of service. No Customer acceptable workaround is available; however, operations can continue in a restricted fashion.</p> <p>Severity 2 issues have one or more of the following characteristics:</p> <ul style="list-style-type: none"> • Internal error, causing system to fail, but a restart or recovery is possible. • Severely degraded performance due to internal error. An example would be degraded performance of 20% or more. • Important functionality is unavailable, yet the system can continue to operate in a restricted fashion.
Severity Level 3	<p>Severity 3 is defined as an issue that has been reported or observed but is either sporadic or localized to a region or segment of Customer or is not observed by the Company.</p> <p>Severity 3 issues have one or more of the following characteristics:</p> <ul style="list-style-type: none"> • Multiple Customers report an issue that is unverified by the Company. • A third party problem with the Company is causing a noticeable delay in content delivery.

4.2 A ticket will be created for each Service Request by Cyber AdAPT. Cyber AdAPT reserves the right to establish or change the Service Request Classification based on guidelines established by Cyber AdAPT in Cyber AdAPT's sole discretion.

Cyber AdAPT will determine if the Service Request Classification is correct, and if not, re-classify it and notify Customer of such re-classification. Cyber adAPT shall respond and attempt to resolve the Service Errors according to the timeframes outlined below:

5. SERVICE LEVEL REQUIREMENTS

SUPPORT SERVICE LEVEL GOALS		
Support Request Classification	Service Level Metric (Required Response Time during the Business Day)	Service Level Metric (Resolution Time Goal)
Severity Level 1	Ninety (90) minutes	One (1) Business Day
Severity Level 2	One (1) Business Day	Two (2) Business Days
Severity Level 3	Three (3) Business Days	Ten (10) Business Days

6. SERVICE EXCLUSIONS

6.1 Cyber adAPT will have no obligation to provide Support and Maintenance Services to a Customer in the event that:

- (a) a Service Error cannot be independently recorded or recreated by Cyber adAPT.
- (b) the Software and/or Cyber adAPT Hardware has been changed, modified or damaged by Customer or anyone other than Cyber adAPT;
- (c) the Service Error is caused by Customer's negligence, misconduct or misuse of the Software, a hardware malfunction (other than Cyber adAPT Hardware) or other causes beyond the reasonable control of Cyber adAPT;
- (d) the Service Error is due to third party software or failure of any cloud service provider or network provider;
- (e) the Software is being hosted by a third party offering the Company Solution as a service (in such case separate support provisions shall apply);
- (f) Customer has not installed or implemented the latest Software releases made generally available or is not running a then Supported Version of the Software as provided by Cyber adAPT;
- (g) the information requested by Customer with respect to any Service Request could reasonably be expected to assist in the development, deployment, enablement and/or maintenance of any non-Cyber adAPT software or solution that would compete with the Company Solution;
- (h) a Support Request relates to support of any Third-Party Products;
- (i) a Support Request relates to Customer's use of any version of Software that is not designated as a production release (such as a milestone or release candidate or code contained in the sandbox or any repository that is not packaged into a production release distribution);
- (j) Customer fails to comply with operating instructions contained in any Documentation;
- (k) a Support Request relates to installation, configuration, management and operation of Customer's applications; and,
- (l) A Support Request relates to application program interfaces, interfaces or data formats other than those included with the Software.

[END OF SUPPORT TERMS]