Subscription Service Support

This document sets forth the Subscription Service Support terms for CloudBolt's Subscription Service products. CloudBolt reserves the right, at our sole discretion, to amend these Subscription Service Support terms at any time and will update these Subscription Service 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 Subscription Service Support services after those 30 days constitutes agreement to those revisions of these terms. For any other modifications, your continued use of the Subscription Service Support services constitutes agreement to our revisions of these Subscription Service Support terms.

1. Definitions
   (a)   "*Business Hours*" or "*Business Days*": means Monday Through Friday 8:00AM to 8:00PM Eastern time, exclusive of Federal US Holidays.
   (b)   "*Error*" means any verifiable and reproducible failure of the Subscription Service to materially conform to the Documentation, excluding failures due to any Exclusion or any failure that does not materially affect the operation and use of the Subscription Service.
   (c)   "*Named Contacts*" means the individual(s) identified by Customer as having authority to receive Subscription Service Support on behalf of Customer.
   (d)   "*Response Times*" shall mean the time between the Customer completes and logs a support ticket with CloudBolt to request interactive technical support and the time CloudBolt responds to such request.
   (e)   "*Severity*" means the relative impact an Error has on the production use of the Subscription Service, as determined by CloudBolt.
   (f)   "*Severity One*" means complete application outage. Customer cannot access the Subscription Service.
   (g)   "*Severity Two*" means major functionality of the Subscription Service is severely impaired or degraded. Although operations may continue in a restricted fashion, Customer's ability to use the Subscription Service has been significantly impaired, with no functional workaround possible.
   (h)   "*Severity Three*" describes a partial application outage, affecting a noncritical aspect of the functionality. In these cases, either a workaround exists, or the functionality impacted is not required for typical production use.

2. Service Terms
   (a)   *Support*. CloudBolt shall provide support to address Severity Issues. CloudBolt will use reasonable efforts to respond to a request for interactive technical support within the Response Times stated for each Severity level for each plan. Subscription Service Support shall be delivered solely to Named Contacts. CloudBolt is not responsible for lost data or information in the event of Errors or other malfunction of the Subscription Service or computers on which the Subscription Service is used.
   (b)   *Proper Use of Subscription Service*. CloudBolt's obligation to provide Subscription Service Support is contingent upon Customer's proper use and application of the Subscription Service. Addressing problems caused by Exclusions is not included in Subscription Service Support but CloudBolt may elect to address such issues separately upon request at CloudBolt's then-current hourly rates for professional services subject to then-current standard professional services terms and conditions.
   (c)   *Change in Services*. CloudBolt may change the scope of Subscription Service Support terms at any time without notice. CloudBolt may provide notification of discontinuance of Subscription Service Support terms, in part or in its entirety, at any time either directly to Customer or through an announcement, at least 180 days in advance. CloudBolt will continue to provide Subscription Service Support during the 180 days or for the remainder of the then-current Subscription Service Term, whichever is longer.

3. Customer Responsibilities. CloudBolt's obligations regarding Subscription Service Support are subject to the following:
   (a)   Customer agrees to receive from CloudBolt communications via email, telephone, and other formats, regarding renewals, quotes, and other topics relating to support (such as communications concerning an Error or other technical issues). Customer's Named Contacts shall promptly cooperate to enable CloudBolt to deliver the Subscription Service Support;
   (b)   Customer will ensure that all Named Contacts have a reasonable understanding of the Subscription Service and the system on which it operates and shall be fully aware of Customer's obligations regarding Confidential Information.

4. Termination. CloudBolt may suspend performance of Subscription Service Support if Customer fails to respond or engage with CloudBolt's support engineers as needed to resolve the error. CloudBolt may terminate Subscription Service Support if such failure continues for 30 days after CloudBolt's written notice of such failure.

5. Knowledge Base. As part of Subscription Service Support, Customer 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. Subscription Service Support Plans and Response Times.

6.1 *Subscription Service Support Plans*. CloudBolt's Standard and Premier Subscription Service Support plans include:

	Standard	Premier
Support Hours	8 AM – 8 PM ET*	24x7
Unlimited Online Knowledge Base Access	Included	Included
Unlimited Online Community Support Access	Included	Included
Customer Support Manager	Included	Included
Access to CloudBolt's Customer Acceleration Team – Professional Services**	N/A	Included
Technical Account Manager – Professional Services**	N/A	Unlimited hours
Customer CloudBolt Development - Professional Services**	N/A	Up to 40 hours per year***
Number of Named Contacts****	Four (4)	Eight (8)

* Excludes Weekends and Federal US Holidays
**All Professional Services are provided pursuant to CloudBolt's standard Professional Services Agreement located at www.cloudbolt.io/legal/ unless the parties have a signed Professional Services Agreement in place.
*** Applicable for each year of the term and any renewal term in which Premier Subscription Service Support is purchased.
****Online and Email support access for Named Contacts. Unlimited number of support cases opened by Named Contacts.

6.2 *Initial Response and Resolution*. After the Customer creates a case, CloudBolt will use commercially reasonable efforts to respond to Customer within the target response time indicated below.

Severity	Standard	Premier
1	1 Business Hour	30 minutes
2	2 Business Hours	1 hour
3	4 Business Hours	2 hours

6.3 *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 Subscription Service Support plans.

	Standard	Premier			
Severity		Notification of Resolution Target	Updates	Escalation to CloudBolt Management	Final Resolution
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. Such software fix will then be applied to the Subscription Service.
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. Such software fix will then be applied to the Subscription Service.

3	Investigate the issue & work during standard business hours.	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. Such software fix will then be applied to the Subscription Service.

Temporary resolution and workaround will be measured from the time our support engineers have access to Licensee's relevant engineers. Our response times will be extended by the time in excess of fifteen minutes while the Licensee provides availability and access to the relevant engineers within fifteen minutes (15 mins) of our initial receipt of the support request.

7. Support Access Methods

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

7.2   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, Customer can self-select the observed Severity Levels. Although any user of Customer can submit a ticket via the Self-Service portal, only Named Contacts will receive a response. To enter the Self-Service Portal, Customer will need a user ID and password.

8. Service Levels

8.1   Availability. The Subscription Service will be available 99.9% of the time per calendar quarter, except for any downtime due to Maintenance or a Force Majeure Event ("*Uptime Availability*").   For any partial calendar quarter during which Customer subscribes to the Subscription Service, Uptime Availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed.

(a)   Uptime Availability Calculation: (total minutes in a calendar quarter – Downtime) / total minutes in a calendar quarter.

(b)   Downtime Calculation: "Downtime" is a period of time where the service was unavailable as determined by a combination of CloudBolt's internal and external monitoring systems.

(c)   Exclusions from the Uptime Availability Calculation are service feature failures resulting from (i) Customer's acts, omissions or misuse of the Subscription Service including violations of this Agreement, (ii) failures of Customer's internet connectivity, (iii) factors outside CloudBolt's reasonable control, including Force Majeure events, or (iv) Customer's equipment, services or other technology.

8.2   Maintenance. For purposes of the Subscription Service only, "Maintenance" shall mean any scheduled maintenance performed on the Subscription Service.

8.3   Service Credits. If the Subscription Service does not meet the Uptime Availability in any given calendar quarter (excluding any Maintenance or Force Majeure Event) and this downtime, in Customer's reasonable discretion, significantly affected Customer's ability to use the Subscription Service, then CloudBolt will credit Customer with an amount equal to five percent (5%) of the Subscription Service monthly fee for each one hour of general Subscription Service unavailability below 99.9%, up to a maximum of thirty percent (30%) of the Subscription Service monthly fee. Any such credit shall be applied to Customer's next invoice (or refunded if there are no forthcoming invoices). This credit is Customer's sole and exclusive remedy. Any obligations of CloudBolt under this Exhibit shall become null and void upon any breach by Customer of the Agreement, including any failure by Customer to meet payment obligations to CloudBolt.

8.4   Reporting. To file a claim under this Exhibit, Customer must send an email to support@cloudbolt.io with (a) billing information, including company name, billing address, billing contact and billing contact phone number; (b) Downtime information with dates and time periods for each instance of downtime during the relevant period; and (c) an explanation of the claim made under this Exhibit, including any relevant calculations.

8.5   Claims. Claims may only be made on a calendar quarter basis and must be submitted within 20 business days after the end of the relevant quarter, except for periods at the end of a subscription period that do not coincide with a calendar quarter, in which case Customer must make any claim within 20 business days after the end of the subscription

period. All claims will be verified against CloudBolt's applicable system records. Should any periods of downtime submitted by Customer be disputed, CloudBolt will provide to Customer a record of the Subscription Service availability for the period in question. CloudBolt will only provide records of system availability in response to good faith Customer claims.