

## Support Services Terms

- 1. Support Services.** Deskpro's Support Services for the Product covers technical support, Error corrections and Upgrades. All Support Services shall be provided in the English language only. Customer shall designate support personnel who are knowledgeable about the Product to be responsible for reporting Errors and receiving and distributing Error corrections. Deskpro's Support Team representatives shall record all Error reports, assign a tracking number, and coordinate responses. Customer may submit Error reports electronically. Customer may also request electronic status reports on reported Errors online or via e-mail. Deskpro and Customer shall cooperate to resolve reported Errors. Deskpro may request that the Customer reproduce the Error, instruct Deskpro how to reproduce the Error and/or provide log dumps, diagnostic tests or other investigative support. Customer shall provide all reasonably requested information to assist in arriving at a problem solution. In cases where Deskpro determines in its sole discretion that a reproducible Error in the standard Product has been identified by Customer, Deskpro shall use commercially reasonable efforts to provide a temporary resolution, and where appropriate, provide a permanent fix to the standard Product within a commercially reasonable timeframe.
- 2. Support Level.** The scope of Support Services provided under this Agreement is subject to: (a) the subscription level selected by Customer; and (b) the Support Policies displayed on the Deskpro website for the applicable support level, as updated by Deskpro from time to time. Customer acknowledges that: (i) while Deskpro cannot guarantee support results, Deskpro agrees to use its good faith, commercially reasonable efforts to provide support in accordance with the support standards set forth in this Agreement and the Support Policies; and (ii) with respect to Self-Hosted Subscriptions only, Deskpro reserves the right to discontinue support of versions of the Product after the version has been available for a minimum of twenty-four (24) months and with a minimum of twelve (12) months' notice given to Customer before a version is no longer supported.
- 3. Issue Severity.** All support issues are assigned a severity level:

  - 3.1 Severity 1:** An Error in the Product that severely affects the overall production performance of the Product's function or process, such that a production system is non-functional and no procedural work-around exists.
  - 3.2 Severity 2:** An Error in the Product that materially affects the overall production performance of the Product's function or process so that the function or process is noticeably impaired, but where business operations continue.
  - 3.3 Severity 3:** An Error that does not materially affect the overall performance of a production function or process. This may include a minor issue with limited loss or no loss of functionality or impact to Customer's operations.
- 4. Response Times.** Deskpro shall use commercially reasonable efforts to meet the following initial response targets:

Subscription Level:	Team	Professional	Enterprise
Hours of Coverage:	Business Hours	Business Hours	24 hours by 7 days (24 x 7)
Support Channel:	Web, email, chat	Web, email, chat	Web, email, chat and phone
Target Response Times (Initial Response):			
Severity 1	N/A	4 Business Hours	1 hour
Severity 2	N/A	1 Business Day	4 Business Hours
Severity 3	N/A	2 Business Days	1 Business Day

Deskpro may determine based on the information provided by Customer or through its own investigation that identified Errors were caused by non-Deskpro hardware, software, customizations, or from unauthorized modifications to Product (“Customer Error”). In the event of a Customer Error, Deskpro shall either, at its sole discretion, close the ticket without fixing the Customer Error or ask the Customer if it would like Deskpro to attempt to fix the Customer Error. If Customer and Deskpro agree that Deskpro shall attempt to fix a Customer Error (though Deskpro is under no obligation to do so), Deskpro shall bill Customer for such efforts on a time and materials basis, even if Deskpro is unable to fix the Customer Error. All Error correction services shall be provided from Deskpro’s offices unless Deskpro and Customer mutually agree that Deskpro shall travel to the Customer location. If Deskpro personnel travel to a Customer or customer location to assist in Error correction, Deskpro shall charge Customer reasonable travel and living expenses, and, if the Error is a Customer Error, Deskpro’s standard time and materials charges.

**5. Business Days and Business Hours.** The Support Services provided under this Agreement are subject to the time zone selected by Customer in the applicable Order Form. The Business Days are Monday through Friday except Deskpro holidays. Business Hours are 9am to 5pm within the time zone selected by Customer in the applicable Order Form during the Business Days defined by the selected time zone. Daylight savings time changes apply within each center’s time zone. The available time zones and associated holidays are:

- a. Australia and New Zealand  
Time zone: Australian Eastern Time  
Holidays: New Year’s Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen’s Birthday, Labour Day, Christmas Day, Boxing Day.
- b. Asia  
Time Zone: Philippine Standard Time  
Holidays: New Year’s Day, Eid’l Fitr, Day of Valor, Maundy Thursday, Good Friday, Labor Day, Eid’l Adha, Independence Day, National Heroes’ Day, Bonifacio Day, Christmas Day, Rizal Day, General Election Day.
- c. Central Europe / Middle East  
Time zone: Central European Time  
Holidays: New Year’s Day, St Berchtold, Good Friday, Easter Monday, Ascension, Whit Monday, Swiss National Day, Federal Fast holiday, Christmas Day.
- d. UK

Time zone: BST / GMT

Holidays: New Year's Day, Good Friday, Easter Monday, Early May bank holiday, Spring bank holiday, Summer bank holiday, Christmas Day, Boxing Day.

e. US East

Time zone: Eastern Time

Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

f. US Central

Time zone: Central Time

Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

g. US Mountain

Time zone: Mountain Time

Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

h. US Pacific

Time zone: Pacific Time

Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

## 6. Upgrades.

**6.1 Self-Hosted Subscriptions.** From time to time, Deskpro may provide Upgrades of its Product. Upgrades may incorporate third party upgrades as well as accumulated bug fixes. A list of supported third party software and associated upgrades are listed in the Documentation. There shall be no additional charge for Upgrades provided Customer is current in the Fees as set forth on the applicable Order Form. Customer shall implement provided Upgrades as soon as is reasonably practical. Upgrades do not include new Products. New Products provide significant new features and functions not available in the current Product line, port existing Product to new hardware or software platforms or provide significant new functionality on new hardware or software platforms. Hot fixes are provided to address critical failure and may not receive the full QA and regression testing performed on regular maintenance releases due to the urgent nature of the situation. Deskpro shall provide Customer with electronic download access to or physical media containing Error corrections and Upgrades, in its sole discretion.

**6.2 Cloud Subscriptions.** Deskpro shall automatically update the Product as it sees fit in its sole discretion without any prior notification to Customer.

**7. Support Services Prerequisites.** Deskpro shall have no obligation to provide Support Services if Customer is not in compliance with the terms of this Agreement.

**8. Support Services Exclusions.** Unless otherwise agreed to in an applicable Order Form, no Support Services can be provided for (a) Product that is modified by Customer personnel or by third parties; (b) problems caused by accident, neglect, misuse or improper programming by Customer personnel; (c) failure or fluctuations in electrical power or hardware equipment; or (d) failure of Customer to fulfill its obligations under any of its agreements with Deskpro.

Support Services do not include or cover support that becomes necessary due to:

- A malfunction of equipment or media not supplied or maintained by Deskpro;
- Extensions to the Product involving custom or client-specific code (whether created by Deskpro or Customer);
- Use of software not obtained from Deskpro under this Agreement;

- Use of any pre-release of the Product such as “Beta” or “Milestone” releases, except for Developer Support and agreed to by Deskpro in an applicable Order Form;
- Customer’s failure to comply with operating instructions contained in the Documentation; or
- APIs, interfaces, web services or data formats other than those included with the Product.