

Terms and Conditions of Customer Support

These Terms and Conditions of Customer Support are part of the Kernshell Master Subscription Agreement executed by Kernshell and Customer as applicable (the “Agreement”). Capitalized terms used in this document and not defined in this document shall have the respective meanings set forth in the applicable Agreement; provided that in these Terms and Conditions, the term “Services” applies to any Software and Services. Notwithstanding anything to the contrary in the Agreement, these Terms and Conditions shall take precedence over any conflicting terms or conditions in the Agreement as they pertain to the Customer Support described in these Customer Support Terms and Conditions.

These Terms and Conditions were last updated on 02-April-2021 and are made effective between Customer and Kernshell as follows: for the initial term as of the date Customer enters into the Agreement and for any renewal term the date Customer executes an Order Form that references these Terms and Conditions (“Effective Date”).

General. If Customer purchases Customer Support through an Order Form, or if Customer Support is included as part of Customer’s Subscription License, Kernshell will provide Customer Support in accordance with the descriptions below.

“Customer Support” means the provision of technical support and maintenance services related to the Services as further described herein.

“Error” means bugs, defects or errors in the Services that cause the Services to fail to perform in material conformance to the Documentation.

Updates. Customer Support covers all future upgrades, enhancements, corrections, or modifications, including new versions for all licensed Services for the term of Customer Support (“Updates”). Updates are released periodically depending on customer feedback and technological advancements in the support of the Services; provided, however, that Kernshell shall not be obligated to release any such Updates. Updates shall be distributed to Customer as and when they are distributed to Kernshell’s customers generally.

Kernshell Ambassador. Customer may designate representatives of the Customer who are entitled to receive Customer Support (“Kernshell Ambassador”). Customer Support provides technical support and assistance for the Services to Customer’s Kernshell Ambassadors through Kernshell’s phone or email. Only Customer staff who have been identified as an Kernshell Ambassador by a member of Kernshell Customer Support staff may access Customer Support. Any misuse or Excessive Use of an Kernshell Ambassador’s access will be considered a material breach of these terms and may result in termination of that individual as an Kernshell Ambassador. “Excessive Use” means use that significantly exceeds, in Kernshell’s reasonable determination, the average usage of other Customers who have purchased comparable Customer Support services. Any permanent change to the Kernshell Ambassador must be specified in writing by Customer to Kernshell.

Training Program. Each Kernshell Ambassador shall be certified in Kernshell’s Administrator and Basic Training programs for each module of the Services being implemented, collectively referred to as “Kernshell Ambassador Training Program”, which is available on our online training platform. The Kernshell Ambassador Training Program is intended to provide Kernshell Ambassadors with a level of understanding regarding the features and functions of the Services sufficient to assist Customer in maximizing the value of its software investment. The Kernshell

Ambassador Training Program and all content contained therein comprises and is considered the Confidential Information of Kernshell.

Named Support Coordinator. Customers who choose our Platinum Level Customer Support will have access to a Named Support Coordinator. The Named Support Coordinator will provide monitoring of open Customer Support tickets and notifications about hot-fixes and patches relevant to the Customer's instance of the Services.

Data Backup. If Customer obtains Services from Kernshell, then it is Customer's responsibility to copy or back up program and data files before executing any instruction given by Kernshell Customer Support staff. If Customer is a subscriber to the Services under the Master Subscription Agreement, then data backup is included as set forth in that Agreement. Kernshell will not be responsible nor have any liability for lost, corrupted, or damaged data.

Cooperation. To facilitate Kernshell support personnel in understanding and diagnosing issues, in certain instances, Customer may be required to demonstrate issues on Customer's system via web conferencing or an online meeting system. Customer agrees to use its best efforts to demonstrate issues on its system via web conferencing or an on-line meeting system.

Term. For Subscription-based license customers, Customer Support shall be coterminous with the Subscription license Term. For perpetual-based license customers, the term for Customer Support is as set forth in the applicable Order Form or renewal form. The Customer Support term shall automatically renew and be extended upon its expiration (regardless of whether previously renewed or extended), for a period of the same duration as the prior term on the applicable order form unless the agreement is terminated by either party pursuant or either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the scheduled end of the then-current Customer Support term. If Customer does not submit payment prior to the expiration date, Customer Support services will lapse as of the last day of the term.

Program Changes. The terms and availability of these programs are subject to change for any renewal period upon prior notice from Kernshell. Kernshell reserves the right to change its policies, procedures, practices, fee schedules, and marketing programs at any time upon prior notice. Kernshell reserves the right to change its Customer Support deliverables upon ninety (90) days' prior written notice by posting a revised version at <https://www.kernshell.com/terms-and-conditions/> provided that Kernshell will not implement any such change during Customer's then current annual term that results in a materially diminished level of service to Customer.

Exceptions. The Customer Support program does not provide services in any of the following instances: (A) Customer is not using the Services in accordance with the terms of the Agreement; (B) Customer is using the Services with hardware or software (including operating system software) other than those specifically designated by Kernshell for use with the Services; (C) Customer has not paid for the Customer Support; (D) Customer Support staff determines that the cause of the error or other problem reported is the malfunctioning or failure of any hardware or software not furnished by Kernshell; or (E) Customer is using a of the Services that has not been updated to the current full release of the Services or the immediately preceding full release of the Services. A "full release" is defined by the whole integer that denotes the Services' revision level. In the event of any lapse in Customer Support coverage, Customer shall be charged upon renewal of same for the time period during which Customer Support was not received.

Customer Support Programs. Customers can choose from three Customer Support programs based on their internal needs.

- Silver Level Customer Support. Silver Level Support provides support from 8 AM to 5 PM Monday through Friday within the time zone selected by Customer. Customers will be able to select up to 3 Named Callers.
- Gold Level Customer Support. Gold Level Support provides support on a 24/7/365 basis. Customers will be able to select up to 5 Named Callers.
- Platinum Level Customer Support. Platinum Level Support provides support on a 24/7/365 basis. Customers will be able to select up to 10 Named Callers. Platinum Level Support includes (a) a Named Support Coordinator; (b) priority patch scheduling and after-hours patch options; and (c) an option for U.S. only Customer Support (due to legal requirements).

Customer Support Responses. Customer Support tickets will be assigned a Severity Level. Customer will initially select a Severity level when creating a ticket, which will be revised by Kernshell in accordance with the below table:

Severity Levels

Severity Level	Description
Fatal	Errors that cause the Services to be unavailable; persistent issue affecting all users or causing material interruption to the business; no workaround provided.
Severe	Errors that cause a persistent issue affecting many users; major functionality impacted; serious performance degradation, but where a workaround can be provided.
Degraded Operations	Errors affecting some users; only moderate impact to the business.
Minimal Impact	Error or question with minimal impact to the business; all other Errors

Customer Support Response Levels. Customer Support strives to respond to Customer Support requests based upon the below tables. For requests submitted outside of agreed Customer Support hours, the response time starts when Customer Support is next available.

Silver Level Customer Support			
Severity Level	First Level	Second Level	Final Level
Fatal	4 hours	Constant effort until relief is provided	90 business days
Severe	24 Hours	7 business days	90 business days
Degraded Operations	24 Hours	30 business days	180 business days
Minimal Impact	24 Hours	(not applicable)	180 business days

Gold Level Customer Support			
Severity Level	First Level	Second Level	Final Level
Fatal	2 hours	Constant effort until relief is provided	90 business days
Severe	4 Hours	7 business days	90 business days
Degraded Operations	8 Hours	30 business days	180 business days
Minimal Impact	24 Hours	(not applicable)	180 business days

Platinum Level Customer Support			
Severity Level	First Level	Second Level	Final Level
Fatal	1 hour	Constant effort until relief is provided	90 business days
Severe	2 Hours	7 business days	90 business days
Degraded Operations	4 Hours	30 business days	180 business days
Minimal Impact	8 Hours	(not applicable)	180 business days

Response levels are defined in accordance with the below table.

Response Level	Description
First Level	Initial Response – Initial acknowledgment of a problem including the identity of the recipient and an incident number.
Second Level	Time to Resolve – Patch or workaround, temporary fix, update or minor release.
Final Level	Final Solution Delivered - Official fix, update or major release.

Response deliverables are defined in accordance with the below table.

Deliverable	Description
Initial Acknowledgment.	Email notification of call with ID and summary description of problem
Patch	Standard or custom change to the core code to fix an error in the Services code.
Workaround	Change to the configuration of the design or administration settings to fix the behavior of the Services.

Temporary Fix	Temporary change to the configuration of the design or administration settings to fix the behavior of the Services until a permanent solution is Patch or Workaround is implemented.
Update (Minor Release)	Maintenance release of the Services.
Major Release	Permanent change to the configuration of the design or administration settings to fix the behavior of the Services.
Official Fix	Major release of the Services.