

DEVICIE SUPPORT TERMS AND CONDITIONS

These Devicie Support Terms and Conditions (“**Support Terms and Conditions**”) outline the service levels applicable to You if You have purchased support as indicated on Your Sales Order Form and are expressly incorporated by reference into the Devicie Terms of Service between You and Devicie. Capitalized terms used but not defined in these Support Terms and Conditions will have the meaning defined in the Devicie Terms of Service. In the event of any conflict between these Support Terms and Conditions and the Devicie Terms of Service, the terms of the Devicie Terms of Service shall govern and control.

If You are a customer of a MSP that has signed up for the Services through such MSP, or a Devicie partner, these Support Terms and Conditions do not apply to you, and any, and all support with respect to the Services shall be provided to you directly by the MSP and shall be governed by the agreement governing your relationship with such MSP.

1. DEFINITIONS.

1.1. Contact means the person(s) designated by You to act as the company’s point of contact and who is otherwise responsible for the day-to-day administration of the Services and the activities and responsibilities agreed hereto.

1.2 Premium Support Addendum means additional terms and conditions set forth in Section 7 that relate to Premium Support Services.

1.3 Premium Support Services means the Premium Support Services purchased by You as set forth in the Sales Order Form.

1.4 Support Services means the standard maintenance and/or support to be provided by Devicie or its designated agents as set forth in these Support Terms and Conditions. If You have purchased Premium Support, Support Services also includes the maintenance and support services set forth in the Premium Support Addendum.



1.5 Term means the period that You are eligible to receive Support Services starting on the commencement date of the Support Services and/or Premium Support Services set forth on the Sales Order Form, and which period continues to the date that the Support Services expire.

2. SUPPORT SERVICES.

2.1 Devicie Support Services. Subject to the terms and conditions set out herein, Devicie shall, during the Term, provide You with ticket based Support Services, and respond to requests for assistance to help evaluate, identify and resolve technical problems encountered with the Services provided that You have purchased such Services directly from Devicie.

2.2 Requesting Support Services. During the Term, Your Contact(s) may submit support and related requests via an online portal that is available on Devicie's support website at <https://support.devicie.com> 24 hours a day, 7 days a week, 365 days a year. Each request is given a unique identification number for Your convenience and reference. All online support submissions are managed using the English language.

2.3 Priority Level Definitions. When submitting a support issue, You must select a priority level for the request according to Devicie's priority level guidelines in the table below.

TABLE 1: SUPPORT SERVICE LEVEL DEFINITIONS	
Priority Level	Description
1	<p>Critical </p> <p>Issue involves complete downtime, outage, severe performance degradation or other failure of the Services that impact multiple end users or otherwise has a severe business impact. These incidents are usually company-wide and affect the large majority of users.</p> <p>An example includes a business critical application being unavailable to a large amount of, or all, users, due to an issue created by Devicie.</p>
2	<p>High </p> <p>Issue involves significant downtime, outage, severe performance degradation or other failure of the Services that impact multiple end users.</p> <p>Examples include:</p> <ul style="list-style-type: none">(a) An application is unavailable for a significant amount of time due to an issue created by Devicie; or(b) The ability to deploy a new user or update applications for all users in the environment caused by Devicie.

3	<p>Low ■</p> <p>Moderate or nominal issue impacting the Services. The Services are functioning with moderate loss of product or feature functionality and affected end user(s) can continue processing (and perform end user functions) with no (or only minimal) loss of efficiency or functionality.</p> <p>Examples include:</p> <ul style="list-style-type: none"> (a) Minor feature/product failure or functional limitation not critical to daily operations; or (b) General questions.
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2.4 You must provide adequate information to enable Devicie to recreate any reported issues. Devicie will use commercially reasonable efforts to recreate the reported issue and may notify You if the issue could not be recreated, located or identified. Since it is not possible to define every possible condition or technical situation, these guidelines are only referenced as a set of general guidelines. The priority level of individual cases will depend on the unique characteristics of each incident. Upon receipt, Devicie will review the request and may allocate a different priority level, if, in its reasonable discretion, the reported issue does not meet the criteria for the priority level designated by You.

2.4 Service Level Targets. Devicie will respond to support issues and make commercially reasonable efforts to deploy a resolution designed for resolving an issue in accordance with the Service Level Target table set out below. Reasonable efforts will be made to provide You with appropriate and timely updates. If you have purchased Premium Support, target response times are set forth in the Premium Support Addendum.

Priority	Target Response Time	Target Resolution Time
1	4 Business Hours	8 Business Hours

2	8 Business Hours	10 Business Hours
3	4 Business Days	Next release or as necessary

2.5 Business Hours. Target response and resolution times are based on business hours in the region You are located. This means that the timer on the target times starts and stops during the regional hours set out below. Cases with Priority Level 1 are automatically transitioned to the next available shift for continuous case management.

North America Support Hours: 9AM – 7PM (GMT -5)

EMEA Support Hours: 9AM – 6PM (GMT)

APAC Support Hours: 9AM – 7PM (GMT +10)

2. 6 Business Days are Monday to Friday during Business Hours, excluding Devicie company or local holidays.

2.7 Authorized Contact Requirements. The parties agree that the Support Services are intended to be provided to technical personnel performing the daily administration of the Services. Authorized Contacts are defined as one or more users that have been designated and authorized by You to submit support requests.

2.8 Access to Your Computer System or Device. Upon explicit request by You, You acknowledge that Devicie may perform Support Services that may be conditioned upon access to Your computer and/or device. You understand and agree that the completeness and accuracy of the information You provide to Devicie may affect Devicie’s ability to provide Support Services to You.

3. SPECIFIC SUPPORT LEVEL TARGETS. In the event that You request, or purchase support requests as defined below, the following service level targets will apply:

Support Request	Response Time
Application Packaging (custom applications requested by You)	Begin 5 Business Days upon receipt of request
Applications (made available by Devicie to customers)	2 Business Days upon receipt of request

4. LIMITATIONS OF SUPPORT SERVICES. Devicie will have no obligation to provide Support Services for issues caused by or arising out of the following: a) modifications or changes to the Services except for any modification or change made by You as authorized by Devicie in writing or the Documentation; b) use of the Services in a manner that does not conform with the Terms of Service or the Documentation; c) third party products that are not authorized by Devicie in the Documentation or, for any third party products that are authorized by Devicie in the Documentation, problems solely arising from such third party products; d) use of a version of the Services that are no longer supported by Devicie; e) requests for product enhancements or features; f) a failure of or conflicts with the hardware, software or infrastructure on or with which the Services are used, including (without limitation) integration with the Services due to Your negligence, hardware malfunction or other causes beyond Devicie's reasonable control; or g) factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centres, including at Your site or between Your site and Devicie's data centre).

5. YOUR OBLIGATIONS. In addition to Your compliance with these Support Terms and Conditions, Devicie's obligation to provide You with Support Services are subject to the following:

- a) You agreeing to receive communications from Devicie via email, telephone, and other formats, including communications concerning Support Services, the extent of Your coverage, errors, technical issues, and availability of releases;
- b) Your cooperation with Devicie for Devicie to provide You with the Support Services;
- c) Your prompt notification to Devicie of all problems with the Services and Your prompt implementation of any corrective procedures provided by Devicie relating to the Services; and
- d) Your protection, storage, and back-up of data and information stored on Your computer or device on which and with which the Services are used. You are solely responsible for Your data and information and should confirm that such data and information is protected and backed up in accordance with any internal or regulatory requirements.

6. MONTHLY UPTIME.

6.1 Devicie will use commercially reasonable efforts to maintain a Monthly Uptime Percentage for the Services of 99.00 % (excluding maintenance downtimes).

6.2 The “**Monthly Uptime Percentage**” for the Services is calculated as follows: Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for the Services.

6.3 “Downtime” means the time during which the Services are not capable of being accessed or used by You, as monitored by Devicie. The following are not counted as Downtime for the purpose of calculating Monthly Uptime Percentage: (i) Services unavailability caused by scheduled maintenance. Devicie will inform You 48 hours in advance of scheduled maintenance. (ii) Services unavailability caused by conditions beyond the reasonable control of Devicie or its subcontractor(s), including any force majeure event, the failure or unavailability of Your systems, unavailability of the Internet, or the failure of any other technology or equipment used by You to access the Services.

7. PREMIUM SUPPORT ADDENDUM.

7.1 Telephone Software Support. Telephone support is generally available 24 hours a day, 7 days a week, 365 days a year.

7.2 Priority Routing. Requests that are received if You have an active Premium Support plan and are identified as such when submitting their requests will be assigned priority routing. This routing assignment ensures Your requests are prioritized in the applicable queue. Where multiple Premium Support plan requests have been received, Devicie will work each request based on case severity and then by submission date/time.

7.3 Named Premium Support Specialist. Active Premium Support users will have a Named Premium Support Specialist assigned to their account. Named Premium Support Specialists can be contacted by emailing the email provided to You upon purchase of Premium Support. Your assigned Premium Support Specialist is available during normal Business Hours. If a Premium Support Specialist is needed outside of normal Business Hours for Your respective region an alternate Premium Support Specialist from a different region may be assigned to Your request.

7.4 Support Plan Overview

Features	Standard Support	Premium Support
Unlimited Issue Ticket Initiation	✓	✓
Unlimited Support User Count	✓	✓

Email Support	✓	✓
Scheduled Live Remote Assistance	✓	✓
Free Online Training Courses		✓
Telephone Support		✓
Ad Hoc Live Remote Assistance		✓
Named Premium Support Specialist		✓

“Ad Hoc Live Remote Assistance” means unscheduled remote assistance with a Your support representative.

“Named Premium Support Specialist” means that Devicie will assign a support representative as the primary point of contact for all of Your product support requests.

“Scheduled Live Remote Assistance” means scheduled remote assistance with Your support representative.

“Free Online Training Courses” means You and Your users have access to Devicie’s available foundation level self-paced online training courses.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the last day set forth below.

FOR AND ON BEHALF OF DEVICIE

FOR AND ON BEHALF OF [MSP NAME]

Name:

Name:

Title:

Title:

Date:

Date: