opentext™

STANDARD TECHNICAL SUPPORT POLICY
FOR
AXCELERATE ON-DEMAND SERVICES

1. STANDARD TECHNICAL SUPPORT FOR ON-DEMAND SERVICES

Provided Customer has timely paid applicable On-Demand Services fees in accordance with the applicable On-Demand Services agreement ("**Agreement**") with Open Text Inc. (**"OT"**), OT shall provide standard technical support ("**Standard Technical Support**") that includes addressing Customer's difficulties and queries in using the On-Demand Services along with problems reported by Customer in accordance with the priority level reasonably assigned to such problems by OT.

2. DESCRIPTION OF STANDARD TECHNICAL SUPPORT

2.1 Error Reporting. If Customer desires technical support, Customer shall contact OT at support@opentext.com for North America; eu-support@opentext.com for UK; and de-support@opentext.com for the EU. Please refer to the OpenText Support webpage for additional support contact information:

https://www.opentext.com/support/contact/opentext#_ga=2.5993395.1035960976.1523467069-3060247.1465321435

2.2 Technical Support Hours. OT shall make reasonable efforts to address problems on a 24 hours / 7 days a week basis.

2.3 Priority Levels of Errors: OT will respond to problem reports concerning the On-Demand Services submitted by Customer using the form provided by OT where possible, including backup material substantiating the On-Demand Service problem. Upon proper notification of a failure, which failure can be reproduced by OT, OT shall use reasonable efforts to assign the applicable priority to the problem and respond as set forth below. The escalation and priority assignments provided during "Business Hours" (8:00 am to 8:00 pm EDT/EST for North America; 8:00 am to 6:00 pm WET for UK; 8:00 am to 6:00 pm CET for EU), Monday through Friday, excluding public holidays) or "Non-Business Hours" (hours that do not fall within Business Hours) are detailed below. Problem reports shall only be made by Customer Representatives (who are persons designated by Customer in writing, and reasonably acceptable to OT, who are authorized to request Standard Technical Support) as defined in the Agreement) and those trained in the use and operation of the On-Demand Services. Priority levels reflect OT's objective technical assessments and may not coincide with Customer's business priorities. Customer information may be disclosed to a subcontractor or OT licensor that is assisting OT with a technical support issue, and Customer consents to such disclosure. Unless Customer notifies OT to the contrary, OT's global services and support team may access Customer's database and data in order to provide the On-Demand Services under the Agreement.

Priority Level	Description; Examples: Response
Level 1 Priority	Description: A Product defect that has no workaround and result in one or more of the following conditions: • A major functional capability on a Customer production project (or an entire production system) is completely disabled, impaired in a way that materially affects a material part of the processed data, impaired in a way that work product will get lost and become recoverable, or impaired in a way that is not noticeable by the User and leads to potentially wrong business decisions of high business impact; or • An impairment that requires Customer activities (e.g. restarts of master service) or triggers activities (e.g. filling up temp files) affecting or putting on risk multiple projects in an environment that cannot be addressed in a reasonable nightly maintenance window and requires manual corrective actions to be executed multiple times per week.
	Examples (include but are not limited to): • searching and retrieving data • specific functionality such as data loading, review, predictive coding, production, or exporting • accessing content based on user authentication and security restrictions.

	Response:
	OT shall promptly initiate the following procedures within two (2) Business Hours (four (4) hours if technical support request is made during Non-Business Hours): (a) assign an appropriate OT engineer to address the error; (b) notify senior OT management that such errors have been reported and that steps are being taken to correct the error; (c) provide Customer with frequent reports on the status of corrections; (d) commence work to provide Customer with a work-around until final solution is available; and (e) provide a final solution to Customer as soon as it is available.
Level 2 Priority	Description: A Product defect similar to a Level 1 Priority defect but either: • An acceptable workaround is available that significantly minimizes the impact of the defect; • An acceptable recovery action is available (for example, re-indexing, using a clean copy, replay of backups and transactions, .csv overlays with corrected data, and reprocessing of the affected part of the data); or • The defect does not affect any production data but only test data.
	Examples (include but are not limited to): • data processing errors that only affect a part of the data and correspond to error messages in the reports or log files; or • performance issues that do not occur systematically but only in some predictable situations or sporadically.
	Response: OT shall promptly initiate the following procedures within four (4) Business Hours (eight (8) hours if technical support request is made during Non-Business Hours): (a) assign an appropriate OT engineer to address the error; (b) notify senior OT management that such errors have been reported and that steps are being taken to correct the error; (c) provide Customer with frequent reports on the status of corrections; and (d) commence work to provide Customer with a solution or a work-around as a priority.
Level 3 Priority	Description: A Product defect that is minor/cosmetic in nature and all other errors not classified as Priority Levels 1-2.
	Examples (include but are not limited to): • minor defects without any significant business impact; • immaterial omissions or misstatements in Documentation; • other UI or cosmetic problems; or • extraneous log file entries.
	Response: OT shall initiate response to a Level 3 Priority within two (2) days.

2.4 Uptime Availability of On-Demand Services:

"Availability" is the amount of time the On-Demand Service is available. The On-Demand Service will be deemed "Available" at all times except periods commencing at the earlier of the time when (i) Customer notifies OT; or (ii) OT otherwise has notice, that the conditions for a Priority I or II Error has occurred and ending when OT has notified Customer that OT has restored the On-Demand Service. Each such period shall be an "Outage."

An "Outage" shall not include any time that is due to a planned outage of which OT has provided prior notice to Customer for work on On-Demand Services or the agreed upon nightly maintenance period when activities such as data loading and backup occur.

2.4.1   Calculation of Availability.

"Percentage Availability" means 100 multiplied by the ratio of (i) hours in the month for which Percentage Availability is being determined less the total number of hours of Outage for the On-Demand Service accumulated during the month (rounded to the nearest whole hour) to (ii) the total number of hours in the month, i.e., 24 hours * number of days in the month, i.e.:

$$A\% = \frac{\text{Hours in the Month} - \text{Hours of Outage}}{\text{Hours in the Month}}$$

2.4.2   Performance Standard.

Availability Standard: Percentage Availability shall be equal to or greater than 99.5 % during each calendar month.

2.4.3   Failure to Achieve the Availability Standard.

If Percentage Availability does not equal or exceed the standard in Section 2.4.2, OT shall deliver to Customer a plan of corrective action. OT shall take reasonable steps to implement the corrective action.

If Percentage Availability does not equal or exceed the standard in Section 2.4.2 for a second time during a three (3) month period, OT shall discuss a course of corrective action with Customer's Representative. Customer's Representative may make commercially reasonable requests to OT to add redundant facilities, eliminate single points of failure, replace components and otherwise to supply additional resources that are reasonably designed to improve availability.

2.5 Error Reporting:

2.5.1   Requests for Assistance.

If Customer desires assistance or detects any error in the On-Demand Services, Customer shall contact OT as provided for in Section 2.1.

2.5.2   Performance Standard.

During Normal Business Hours, OT shall respond to Customer's request for assistance and assign an appropriate level of support representative within two (2) hours of Customer appropriately notifying OT of an issue in accordance with Section 2.1 (the "Customer Support Response Time").

2.5.3   Failure to Achieve the Customer Support Response Time.

If OT fails to achieve the Customer Support Response Time standard in Section 2.5.2, OT shall deliver to Customer a plan of corrective action. OT shall take reasonable steps to implement the corrective action.

If OT fails to achieve the Customer Support Response Time standard in Section 2.5.2 for a second time during a three (3) month period, OT shall discuss a course of corrective action with Customer's Representative. Customer's Representative may make commercially reasonable requests to OT to supply additional resources that are reasonably designed to improve response time.

3.   PROFESSIONAL SERVICES:

3.1 Upon Customer's request, OT shall render professional services pursuant to an executed statement of work governed by the terms of the Agreement. Professional services requested by Customer outside of the normal business hours of the professional services team (9:00 am – 6:00 pm local time, Monday through Friday excluding local holidays) may be subject to additional charges. The rates for professional services shall be subject to change after the first year of the Agreement, based on OT's then-standard time and materials rates.

The following are examples of professional services (this list is not exhaustive but is provided as examples of tasks for which OT charges an hourly fee):

- Training
- Workflow (e.g. my goal is X, how do I use the software to accomplish this goal?)
- Consulting (e.g. I need a field that does Y, how should I set it up?)
- Error reconciliation (e.g. I did A which causes result B and now need to fix it)
- Any configuration deployment
- Infrastructure growth, workload balancing, etc.
- Deployment of scripts to accommodate functions that do not reside in the OT software itself
- Deployment of Updates