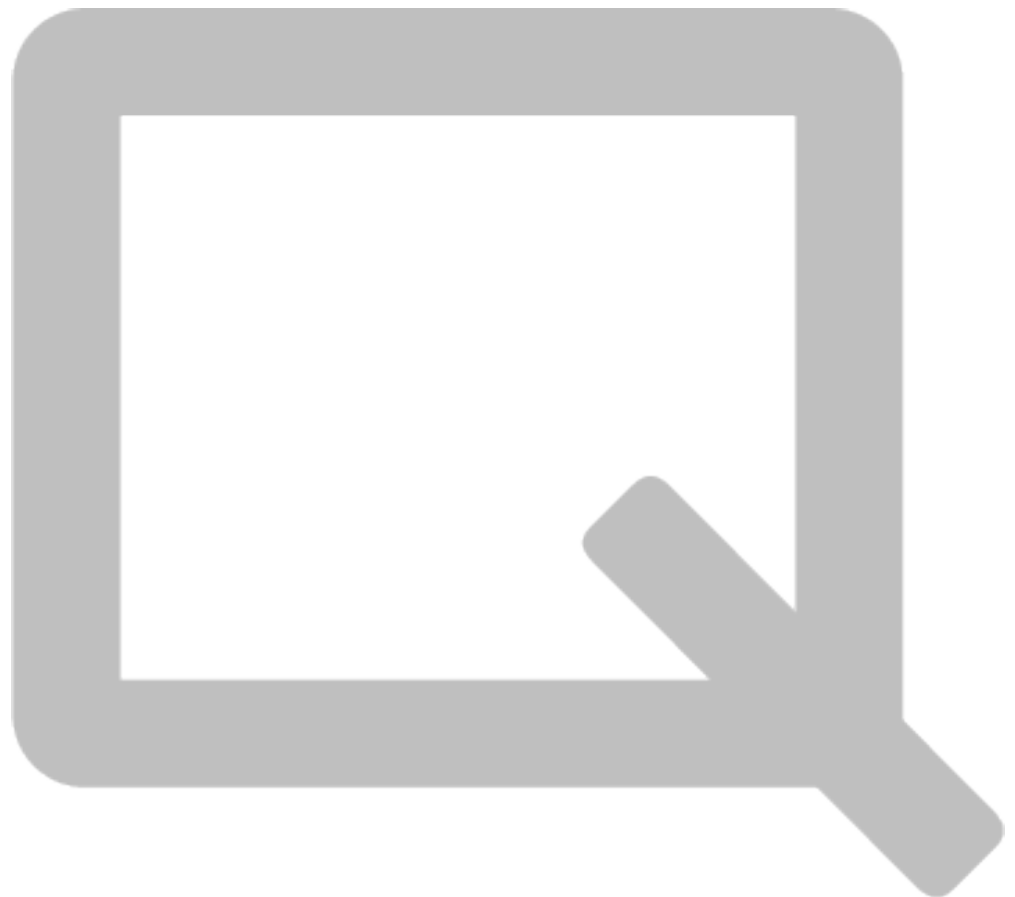




# Software Maintenance Agreement (SMA) Policy



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## Qognify Support and Maintenance (SMA) Policy

### 1 Overview

#### 1.1 Intended Audience

This document is intended for Qognify authorized resellers and Qognify customers with an End-User-License Agreement. It sets out our Support and Maintenance Policy.

The terms "You" and "yours" refer to the individual or entity that has ordered technical support from Qognify or any Qognify- authorized Reseller. Paragraphs that are relevant primarily for Resellers are marked as such.

#### 1.2 Scope

Unless otherwise stated, this Support and Maintenance Policy applies to technical support for all Qognify software product lines.

To receive technical support as provided by Qognify Support as described in this Qognify SMA Policy, all programs must be properly licensed.

Technical support is provided for issues that are demonstrable in the currently supported release(s) of a Qognify licensed program, running unaltered, and on a recommended hardware, database and operating system configuration, as specified in your order or program documentation.

This SMA Policy is subject to change at Qognify's discretion; however, Qognify policy changes will not result in a material reduction in the level of the services provided for supported programs during the support period (defined below) for which fees for technical support have been paid.

In the event of any conflict or inconsistency between this SMA Policy and a commercial agreement, the terms of the applicable commercial agreement shall govern.

### 2 Support Terms

#### 2.1 SMA Fees

SMA fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant order or payment plan. Your payment or commitment to pay is required to process your SMA order with Qognify (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of technical support services. Technical support will be provided pursuant to the terms of the order under which it is acquired; however, technical support fees due under a payment plan are due and payable in accordance with the terms and conditions of such payment plan.

#### 2.2 Support Period

Technical support is effective upon the effective date of your order unless stated otherwise in your order. Unless otherwise stated in the order, Qognify SMA terms, including pricing, reflect a 12-month support period (the "support period"). At Qognify's sole discretion, orders may be accepted for longer periods. In such cases no discounts apply, and the entire amount is due at the time of placing the order. Once placed, your order for technical support services is non-cancellable and the sums paid non-refundable, except as provided in the relevant order. Qognify is not obligated to provide technical support beyond the end of the support period. Orders for support that are not paid on time may be cancelled by Qognify. This includes any remaining unpaid periods of longer support periods.

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Without further order or action, your SMA is automatically renewed for a period of one year unless cancelled with 90 days' notice to the end of the support period by either party. You will be invoiced annually in advance for the next year until the SMA is cancelled.

### 2.3 Extending the installation

When extending an existing installation, you must order the extension licenses with one year of support under the same technical support service level as the rest of the installation. Any overpayment resulting from the time to the next renewal date being shorter than one year will be credited at the time of renewal.

### 2.4 Matching Service Levels

When acquiring technical support, all licenses in any given installation must be supported under the same technical support service level. If you add Extended Support, you must still maintain Software Update License & Support for the entire license set; subject to availability, you must acquire Extended Support for all licenses of a particular version release of a program if you acquire Extended Support for any license in such version release. You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

### 2.5 Reinstatement of Qognify SMA

If technical support lapses or was not originally purchased with a program license, a reinstatement fee will be assessed. The reinstatement fee is computed as follows: (a) if your SMA lapsed for less than 1 year, then the start date of the SMA is the time the original SMA lapsed or the purchase date of the software license. The fee will be prorated back to the time of the lapse. The new SMA order needs to be placed and paid for a period of 2 years starting at the time of the lapse. (b) if your SMA lapsed for more than one year, you need to buy a 'Get Current' SMA in addition to a new SMA which will then begin at the time the order is placed. Note that 'Get Current' only covers the reinstatement and not the SMA going forward.

If your SMA includes support for third party software products, you will need to place an order for updates to these products in addition to the above.

### 2.6 Unsupported Programs

For unsupported programs you are not entitled to download, or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported programs. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

Qognify may, at any time, exclude from the maintenance services any programs or equipment that have been: (a) modified or repaired by anyone other than Qognify Personnel, unless otherwise authorized by Qognify in writing; (b) subjected to unusual physical or electrical stress, whether such stress results from accident, neglect, misuse, failure of electrical power, air conditioning, humidity control, transportation, or any other cause other than ordinary use; (c) relocated from its place of installation, unless otherwise authorized by Qognify in writing; (d) connected to, or integrated with, any systems or servers not recommended by Qognify to operate with the applicable Program, unless otherwise authorized by Qognify in writing; (e) any Program that experiences an Error resulting from the Reseller's use of the Programs or equipment other than in accordance with the applicable Documentation.

Qognify may, at any time, exclude from the maintenance services provided hereunder any software that experiences an Error resulting from: (a) your use of the software other than in accordance with the applicable Documentation; (b) the introduction of data into any data structures or tables used by the software by any



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means other than contemplated by the applicable software Documentation; or (c) the modification of the software by anyone other than Qognify Personnel, unless otherwise authorized by Qognify in writing.

### 2.7 Technical Contacts

Your technical contacts are the sole liaisons between you and Qognify for technical support services. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for any specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Qognify supported programs and your Qognify environment in order to help resolve system issues and to assist Qognify in analysing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Qognify in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify Qognify whenever technical contact responsibilities are transferred to another individual.

As a Reseller the number of technical contacts will be determined by your Reseller level. You may be charged a fee to designate additional technical contacts. Qognify may review service requests logged by your technical contacts and may recommend specific training to help avoid service requests that would be prevented by such training.

### 2.8 Program Updates

Update means a subsequent release of the program which Qognify generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Qognify licenses separately. Updates are provided when available (as determined by Qognify) and may not include all versions previously available for a program acquired by Qognify. Qognify is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

If you elect to place an order with Qognify Professional Services to perform any part of the update for you, it will be your responsibility to provide the appropriate hardware and software.

### 2.9 Right to desupport

It may become necessary as a part of Qognify's product lifecycle to desupport certain program releases (including any embedded third-party programs for which support has been retired by the manufacturer or vendor of such programs for which, in Qognify's good faith determination, it is no longer practicable for Qognify to support) and, therefore, Qognify reserves that right. However, program releases that are expressly identified within Qognify's Lifecycle Support policy will be governed by the terms of the Lifecycle Support Policy. Desupport information is subject to change.

### 2.10 Third Party Vendor Specific Terms

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified and supported product, application, hardware platform, framework, database, and/or operating system configuration to continue receiving technical support services from Qognify.

### 3 Life Cycle Support

Life Cycle Support consists of the following service levels:

- Enterprise Support
- Extended Support
- End-of-Life Support (if offered)

Patches for the current version of the program are available for free download.

#### 3.1 Enterprise Support

Enterprise Support covers any program version released in the last 12 months and at a minimum the current and one prior release for Ocularis, Cayuga and VisionHub programs.

For NiceVision Enterprise Support see the NiceVision product information.

For Qognify Enterprise Incident Management programs (Situator) Enterprise Support covers all prior releases.

Enterprise Support includes access to all patches and updates.

Extended Support begins at the time Enterprise Support expires and is available until the program release is announced End of Life. The duration may vary from program to program.

#### 3.2 Extended Support

Extended Support may be available for certain Qognify program releases after Enterprise Support expires. When Extended Support is offered, it is generally available after the expiration of Enterprise Support and only for the terminal patch level release of a program. Since certain patches and updates may require architectural changes to the Program, it remains Qognify's sole discretion whether to fix a defect in the supported release or recommend an update to a newer release. You may upgrade to a newer version at any time.

To receive Extended Support you need a current SMA and place an order for Extended Support for your site.

Unless otherwise stated in this section, Extended Support for eligible program releases consists of the following:

- Program fixes, security alerts, and critical patch updates at Qognify's sole discretion.
- Upgrade scripts (availability may vary by program)
- Assistance with service requests during standard business hours
- Access to the customer support systems specified in the Web-Based Customer Support Systems section

Extended Support does not include:

- Certification with new third-party products/versions

### 3.3 End-of-Life Support

End-of-Life Support will be available after Extended Support expires. As program releases under End-of-Life Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited. Unless otherwise stated in this section, program releases eligible for End-of-Life Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during Enterprise Support and Extended Support (if offered and only after the Extended Support period ends)
- Upgrade scripts (availability may vary by program) created during Enterprise Support and Extended Support (if offered and only after the Extended Support Period ends)
- Major program and technology releases, if and when made available at Qognify's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week,
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online,

unless stated otherwise

- Non-technical customer service during normal business hours

End-of-Life Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal, and regulatory updates
- New upgrade scripts
- Certification with new third-party products/versions
- 24-hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Qognify no longer supports

## 4 Maintenance Services

### 4.1 Severity Definitions

Service requests for supported Qognify programs may be submitted by you online through Qognify’s web-based customer support systems or by telephone. The service request severity level is selected by you and Qognify and should be based on the severity definitions specified below. As work progresses the severity level may be adjusted.

Severity Level	Severity Level Definitions
Severity 1	Critical Reseller/Customer Business Impact: A failure in the operation of the Solution or a Solution Component in a Production Environment that results in critical impact to the Reseller/Customer’s business. No available Workaround.
Severity 2	Significant Reseller/Customer Business Impact: 1) An intermittent failure in the operation of the Solution or a Solution Component in a Production Environment that results in a significant impact to the Reseller/Customer’s business; or 2) A failure in the operation of the Solution or a Solution component in a lab or development environment that results in a critical impact to such lab or development environment. No available Workaround.
Severity 3	Minimal Reseller/Customer Business Impact: A non-essential problem that results in diminished functionality of the Solution or a Solution Component where the programs are substantially operational. Includes reported issues with Documentation.
Severity 4	No Business Impact: Issue(s) or questions(s) related to the Solution or a Solution Component, but there is no impact on the Reseller/Customer operations.

### 4.2 First and Second Line Support

This section deals with the flow of work between Qognify and our Resellers in managing Service Incidents.

As a Reseller you are required to establish and maintain the organization and processes to provide “First Line Support” for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues for the supported programs, you may contact Qognify for “Second Line Support” by submitting a “Service Request”.

#### 4.2.1 Prior to submitting a Service Request

These efforts shall include but not be limited to: (a) assist a Named User with usage of the Programs or the Documentation; (b) identify and document a reported problem in the Programs and the issues causing the condition reported by a Named User; and (c) commence troubleshooting the reported problem (“Triage Support”). As part of Triage Support the technical contacts shall: (i) document the reported problem; (ii) analyse or reproduce the reported problem or determine that the reported problem is not reproducible; (iii) resolve any Named User issue caused by an Error in the software for which Qognify has provided the needed support action to the technical contacts; (iv) identify and implement any Workarounds provided by Qognify Personnel; and (v) maintain contact information and be available as an escalation point.





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### 4.2.2 Submitting a Service Request

Upon completion of Triage Support, should the Technical Contact be unable to resolve an issue reported by a Named User, the Technical Contact shall: (a) submit a Service Request; (b) track new Service Requests and updates to existing Service Requests; and (c) provide sufficient information to Qognify for Qognify to duplicate the circumstances (if possible) indicating a reported Error. Throughout the duration of a Service Request, the Technical Contact shall: (i) where applicable, promptly approve Qognify implementation of Patch Releases, Hot Fixes, and Workarounds; (ii) reasonably cooperate with Qognify, provide full information and remote or physical access to the Programs as well as the data relating to the operation of the Programs; and (iii) provide Qognify Personnel, with any key or other means required for undoing any type of encryption in the Programs.

As a Reseller, you shall use commercially reasonable efforts to provide Qognify with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support.

Qognify may review service requests logged by your technical contacts and may recommend specific organization and process changes to assist you with the above recommended standard practices.

### 4.2.3 Second Line Support

Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects as described in the associated documentation. Restoration may be in the form of a Workaround, a Hot Fix or, if necessary, a Patch Release.

### 4.2.4 Remote Access

When Qognify considers it necessary for the performance of the maintenance services hereunder, as a Reseller, you shall promptly provide Qognify with remote access to the Programs, consistent with the customer's reasonable security requirements, and shall provide reasonable assistance and facilities as requested to expedite the performance of the maintenance services by Qognify. Remote access will be accomplished through a secure LAN-to-LAN VPN tunnel, which can be created using Qognify's VPN Concentrator, any applicable tools set forth in the Documentation and any other compatible Reseller' device.

## 4.3 Hours of Support

### 4.3.1 Standard Hours of Support

If you are a customer, your reseller is your primary provider of support, as he knows your installation best.

You may reach Qognify support 24/7 electronically or by phone on business days from 9:00 AM to 5:00 PM EST, or 8:30-17:00 CET in EMEA excluding on holidays, or on the schedule applicable to your region.

### 4.3.2 Enhanced Enterprise Support

For certain programmes you may also be able to purchase Enhanced Enterprise support. Enhanced support levels may be combined with extended maintenance levels.

Remote Support Coverage	Enterprise Support	Enhanced Enterprise Support (to the extent applicable)
Severity 1	Standard Hours	24h x 7days/week, 365 days/year
Severity 2 through Severity 4	Standard Hours	Standard Hours

Software Call Back Response Times Table.

Call Back Response Time	Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Enterprise Support SLA	1 Business Hour	2 Business Hours	Next Business Day	Next Business Day
Enhanced Enterprise Support SLA (to the extent applicable)	1 Hour	2 Hours	Next Business Day	Next Business Day

## 5 Customer Support Data Protection Practices

To the extent you provide personal information to Qognify as part of Qognify’s provision of technical support services, Qognify will comply with the following:

- Qognify’s data privacy policy <https://www.qognify.com/privacy-policy/>
- The applicable version of Qognify Data Processing Agreement in accordance with Article 28 GDPR

Please note that the technical support services are not designed to accommodate special security or privacy controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any sensitive data, such as protected health information or payment card data.

## 6 Contact Information

Phone numbers and contact information can be found on Qognify’s web site located [here](#).

Amendment to the BPA -



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7 Pricing

All Prices are annual fees based on License List Price. Reseller discounts apply.

Enterprise Support	18% of MSRP
Extended Support	24% of MSRP
End-of-Life Support	30% of MSRP
Enhanced Enterprise Support	24% of MSRP