



Software Support, Service Availability and Maintenance

Our Software support, maintenance and service availability for **IPfolio** is outlined below.

Service availability

We endeavor to ensure 100.0% availability of our software and make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends or outside regular business hours (i.e. after regular end of business Pacific Time and before start of business Eastern Time).

Credits

We will provide you a credit in accordance with the credit percentage and calculation set forth below, provided you promptly inform of us of such service disruption in accordance with the support channels set forth below. Credits will not be provided for scheduled maintenance or if downtime is caused by circumstances beyond our reasonable control (such as failures of equipment or software of upstream service providers or at your location). You must notify us through the support process below of any disruptions to be eligible for a credit.

Credits will be calculated as follows: *Credit percentage x Monthly service charge paid for the affected services.*

System uptime per calendar month	Credit Percentage
99.5 to 100% (Less than or equal to 216 mins)	0%
95% - 99.4% (Less than or equal to 2,160 mins but greater than 216 mins)	25%
50% - 94.9% (Less than or equal to 21,600 mins but greater than 2,160 mins)	50%
0% - 49.9% (Greater than 21,600 mins)	100% – Uptime %

Support

We will provide support for your users Monday to Friday from 08:00h GMT to 02:00 GMT, covering regular business hours (9am through 5pm) in the EMEA and American regions, between the CET and PST time zones. Support includes issue analysis, support case management, prioritization of issues, tracking and investigation of issues and explanation of error messages. Users may contact the support desk via email at support@ipfolio.com. Support personnel will be fluent in English as a minimum requirement, and in other languages depending on the region where support is provided. You must provide us with the information we need to resolve your problem. This includes an providing an accurate description of the problem, its severity, the circumstances leading to the problem and attaching screen shots when possible.

Support services include

- Receiving email support requests
- Managing the correction of errors and nonconformities
- Assisting with occasional, minor configuration changes and minor data maintenance tasks

- Providing status updates in relation to any support request
- Answering questions relating to IPfolio and its use (but not providing training services).

Support does not include requests that require more than 4 hours of assistance (including, but not limited to, major configuration changes; substantial data import or export activities, e.g. related to portfolio divestment and/or acquisition; repeated request for incremental assistance as part of a larger project; or dedicated training sessions). In cases where 4+ hours of assistance is required, a statement of work and additional fees are required.

Support Levels

Support will be provided in accordance with the support level described below. Fourth level support will be coordinated with third parties as appropriate.

Level	Description
First level support	<p>We will, through our support desk staff, supervise and escalate the entire error resolution process, including:</p> <ul style="list-style-type: none"> • receiving, processing and tracking fault reports in the form of support tickets; • pre-assessing and performing preliminary diagnosis on the fault reports and (where possible) resolving the fault; • as required, routing tickets (together with all accompanying and relevant information) to the dedicated interface of the second level support; and • providing a response or a description (or both) of the solved problem to the initiator of the fault report.
Second level support	<p>We will manage fault reports which cannot be solved by first level support by:</p> <ul style="list-style-type: none"> • analyses of the fault report in detail and activating the necessary procedures to resolve the problem; and (as required) • passing the fault report on to further departments (third level support – see below) where we are unable to resolve the fault report itself without delay. If the cause of the problem is in components for which you are responsible (such as your browser configuration), we will inform your contact personnel, from which point the responsibility for resolving the fault report is transferred to you.
Third level support	<p>We will localize the cause of the problem; and (as appropriate) resolve the issue through either:</p> <ul style="list-style-type: none"> • our relevant specialists, or (where the issue is in components that have been supplied to us by our suppliers) • managing our third party suppliers (which is fourth level support – see below).
Fourth level support	<p>We will manage the resolution of a problem by managing our third party suppliers (such as our supplier of hosting/PaaS services and our content suppliers).</p>

Response. We will use commercially reasonable efforts to meet the service level objectives stated below. Target response times to confirm receipt and begin troubleshoot and diagnosis of the problem are below. Resolution times cannot be guaranteed, although we undertake every effort to resolve your issues as soon as possible.

Priority	Response due	Criteria	Resolution target
Critical	30 minutes	Substantial non-functional or inoperative Service causes a severe impact on your business operations (e.g. critical business processes are disabled). Continuous or near continuous interruption of service. No workaround available.	We will continue to work on the problem until it is resolved.



High	1 hour	Important features are unavailable and cause a non-critical impact on business activity or decrease in performance. Intermittent disruption of service. No stable workaround available.	We will continue to work on program during normal business hours to provide a correction or workaround.
Medium	1 business day	Important features unavailable but workaround is available. Causes a minor impact on business operations.	We will provide initial response during normal business hours and will consider a workaround, if appropriate, and if such problem has not been resolved will resolve it in subsequent update or upgrade.
Low	2 business day	Little or no impact on business operations.	We will provide initial response regarding the request information or documentation during normal business hours and will consider adding enhancements in subsequent update or upgrade.

Disclaimer

Support services do not include visits to your site, any services for third party equipment or software, problems stemming from a change you made to the software, or consulting services related to client specific configurations or implementation (such as interactions between the software and your hardware, installations at your site, assistance with acceptance testing, client specific templates or reports, etc).

We have no obligation to correct any error resulting from a failure by you to implement a third-party software modification or update recommended by us and provided to you at no charge. We are not responsible for downtime or any other failure to meet the availability requirement if the root cause of the disruption is (i) your breach of the agreement; (ii) your failure to use minimum recommended browser standards for access to and use of the software; or (iii) outside of our control including, but not limited to, failures of hardware or software of upstream service providers or at your location or improper use of the software.

Changes to Support Policy

This policy may be updated by us from time to time, in our sole discretion.

Last updated: May 2022.