



# Software Support, Service Availability and Maintenance

This document outlines our Software support, maintenance and service availability for the **Drug Safety Triager**.

## Support

**Requesting support.** Technical support is provided during the hours of 08:00 to 23:00 GMT Monday through Friday by emailing [dst.support@clarivate.com](mailto:dst.support@clarivate.com). These hours will be reduced during US and UK public holidays when Clarivate’s offices are closed). Support includes issue analysis, support case management, prioritization of issues, tracking and investigation of issues and explanation of error messages. You must provide us with the information we need to resolve your problem. This includes relevant contact information, details about the problem, error messages, user IDs, and any other necessary information. If you have problems using our software, your designated administrators can contact us during normal hours.

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

Priority	Response	Criteria
Severity 1	2-4 Business hour	The software or any material portion thereof is affected or compromised in a mission critical manner due to a technical or systems issue such that it is inoperative or its use is materially impaired (ex: there is an inability to process transactions, or the inability to use a primary feature or function of the software)
Severity 2	1 Business Day	The software is affected or compromised but not in a mission critical manner due to a technical or systems issue such that use of one or more features or functions of the software is substantially impaired due to a Clarivate error. A portion of the software is unavailable but users can still access and use it (e.g. there is intermittent impact to users, loss of redundancy, loss of routine administrative or diagnostic capability, or inability to use a secondary feature or function of the software.)
Severity 3	5 Business Days	The software is not significantly impacted, with minimal or no impact on performance (e.g. a problem having only a minimal impact on users.)
Severity 4	as promptly as is reasonably practical	Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests. These will be logged but no immediate action will be taken. We will generally monitor the situation but will not be obliged to provide any solution.

**Escalation Path.** If you do not receive a response within the timeframe designated above, please reach out to your Account Manager.

## Hosting Services

### Service availability

We endeavor to ensure 99.9% 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) with reasonable notice. Availability is calculated by dividing the number of minutes the software was available during the Measured Period by the total sum of the minutes in the Measured Period less any Excluded Downtime. Service availability measurements shall be made within the Clarivate data center.



For the purposes of this calculation, (i) the Measured Period is a calendar year and (ii) the Excluded Downtime includes scheduled downtime for system maintenance and release updates, as well as any service unavailability attributable to your breach, any actions or omissions by you or your users, causes beyond our control, or separate instances of unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature.

If availability falls below 99.9% in a month and you have reported the outage to Clarivate, you will be entitled to a credit equal to the prorated amount of the fees for hosting services for any time during which the software was unavailable (other than Excluded Downtime). If we do not meet the service level commitment for three (3) or more consecutive months, you may terminate your license to Drug Safety Triager. These are your exclusive remedies for such unavailability.

## Standard Updates

Maintenance includes, at no additional cost, all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of this Agreement (collectively, "Standard Updates"). Standard Updates do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees, or any professional services. You are responsible for promptly implementing Standard Updates. In addition to the disclaimers below, Clarivate will not provide support services for an instance of DST Triager which has not implemented all applicable Standard Updates which were released more than a year prior to the service request.

## 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. Any additional services which you may request and we may agree to perform will be billed on a time and materials basis subject to our current applicable rates.

## Changes to Support Policy

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

Last Updated: December 11, 2023 (version 1.0)