

## SaaS Passport Support Add-On

### Version 1.0.0-pre.2

1. *Provide Support.* Instead of the technical support obligation under the Base Terms, Provider agrees to provide technical support under the terms of this ad-on.
  - (a) *Support.* Provider agrees to respond to **Support Requests** from Customer Personnel about configuration of, use of, and problems with the Service.
  - (b) *Channels.* Provider agrees to respond to Support Requests that Customer Personnel send to the **Support Channels** listed on the Rider. If the Rider does not say, then Provider agrees to respond to Support Requests that Customer Personnel send via e-mail.
  - (c) *Hours.* Provider agrees to respond to Support Requests during the **Support Hours** listed on the Rider. If the Rider does not say, then Provider agrees to respond to Support Requests during Business Hours.
  - (d) *Support Request Triage.* Unless the Rider defines these terms differently:
    - (i) **Critical Support Requests** are Support Requests to that report:
      - (A) systems providing the Service are down or unresponsive
      - (B) Users cannot use any part of the Feature Set
      - (C) the Service is under imminent threat of malicious technical attack or Data Compromise
    - (ii) **Urgent Support Requests** are Support Requests that report substantial loss of functionality or responsiveness of the Service.
    - (iii) **Regular Support Requests** are all other Support Requests.
  - (e) *Responsiveness.* Provider agrees to respond to Support Requests within the times listed on the Rider. If the Rider does not say, then Provider agrees to respond to Support Requests during Support Hours as follows:
    - (i) *Critical Support Requests.* For Critical Support Requests:
      - (A) Respond within 30 minutes.
      - (B) Update on status every hour.
    - (ii) *Urgent Support Requests.* For Urgent Support Requests:
      - (A) Respond within 2 hours.
      - (B) Update on status every 4 hours.
    - (iii) *Regular Support Requests.* For Regular Support Requests: Respond the next Business Day, update on status every Business Day, and provide a solution within 7 Business Days.
    - (iv) *Escalation.* Provider agrees to task Provider Personnel providing support with promptly escalating Support Requests that they cannot resolve independently to Provider engineering personnel responsible for the

Service. Support personnel will remain the primary points of contact for Customer Personnel, coordinate with Provider engineering personnel, and relay questions, advice, and progress to Customer Personnel. Where appropriate, support personnel may connect Customer Personnel to Provider engineering personnel directly.

- (f) *Refund Fees for Unresponsive Support.* If Provider fails to meet *Section 1(e) (Responsiveness)* for three Billing Periods in a row, and Customer ends this agreement at the end of those Billing Periods, citing poor support responsiveness, Provider agrees to refund any Prepaid Fees. If Provider billed Fees for support separately, Provider also agrees to refund all Fees that Provider paid for support in the three Billing Periods.
- 2. *Agreed Legal Remedy.* Customer's only legal remedy for failure to meet *Section 1(e) (Responsiveness)* will be a refund under *Section 1(f) (Refund Fees for Unresponsive Support)*.
- 3. *Definitions.*
  - (a) The following terms mean the same in this add-on as in the base terms: **Base Terms, Billing Periods, Business Hours, Customer Personnel, Customer, Data Compromise, Feature Set, Fees, Prepaid Fees, Provider, Provider Personnel, Provider's Country, Rider, Service, Users**
  - (b) **Business Day** means a day other than a Saturday, Sunday, or a day when commercial banks in the capitol of Provider's Country typically stay closed. The plural is **Business Days**.

[Document ends here.]