

Vamp Support Terms & Conditions

THE FOLLOWING TERMS AND CONDITIONS (“**SUPPORT TERMS**”) APPLY TO ALL SUPPORT SERVICES AS DESCRIBED IN THE VAMP SOFTWARE LICENSE AND SERVICES AGREEMENT (“**AGREEMENT**”) THAT VAMP PROVIDES TO CUSTOMER, IN COMBINATION WITH A VALID LICENSE FOR THE VAMP SOFTWARE. THESE SUPPORT TERMS INCLUDE A SPECIFICATION OF THE TECHNICAL SUPPORT AND MAINTENANCE (“**SUPPORT**”).

1. Definitions

All terms not otherwise defined in this article have the meaning given to them in the Agreement.

“**Action Plan**” means the plan that Vamp reports back with to Customer after an Escalation, as further specified in section 3.4.

“**Error**” means any failure of the Software to conform to the functional, operational and performance requirements described in the Documentation.

“**Escalation**” is an Error that Customer refers to Vamp for Resolution.

“**Priority Level**” means the level of impact and urgency of an Escalation, as further described in clause 3.2.

“**Resolution**” or “**Resolve**” means resolving an Error in accordance with the Support Terms. A Workaround is not a Resolution.

“**Workaround**” means a temporary solution to an Error that allows the Customer to continue to do business or Use the Software until a Resolution is completed. A Workaround may consist of specific administrative steps or alternative programming calls.

2. Vamp’s Obligations

2.1. **Support Services.** Vamp will provide Support Services to Customer in accordance with the terms of the Agreement and the Support Terms. The Support Services will include an unlimited number of Escalations, provided that such Escalations are in accordance with the Support Terms. The availability of Support Services will be provided as long as Customer maintains a valid License pursuant to the Agreement.

2.2. **Customer Support Contact.** Only qualified, trained Customer technical support personnel familiar with the Software are authorized to contact Vamp to obtain Support. If requested by Vamp, Customer shall provide Vamp a list of such personnel, which list Customer may update from time to time by providing Vamp written notice of the changes.

3. Remediation Process

- 3.1. **Reporting.** Prior to requesting Support from Vamp, Customer will use reasonable efforts to comply with all applicable operating and troubleshooting procedures, as set forth in the Documentation, as posted on Vamp website or as otherwise provided by Vamp. If such efforts are unsuccessful in eliminating the Error and Customer confirms that an Error is being caused by the Software, qualified Customer technical support personnel should promptly notify Vamp of the Error by e-mail, telephone, support website, or other reliable means of communication. The initial notification will include a detailed description of the Error being escalated together with any supporting information that Customer believes may assist Vamp in its diagnostic process. In its report, Customer will also include its estimate of the Priority Level of the Error it is reporting. The designation of Priority Level is subject to agreement by Vamp after initial review of the Error reported.
- 3.2. **Priority Levels.** The Priority Level of each Escalation will be determined in accordance with the following definitions:
- **Priority 1 – Major Impact.** The Software is inoperable or the performance of the Software is so severely reduced that Customer cannot reasonably continue to operate the Software because of the Error and the Error cannot be circumvented with a Workaround.
 - **Priority 2 – Moderate Impact.** The Software's performance is significantly degraded such that eCustomer's use of the Software as permitted is materially impaired, but the Error can be circumvented with a Workaround.
 - **Priority 3 – Minor Impact.** Customer is experiencing a performance, operational, or functional Error that can be circumvented with a Workaround and the Error causes only minimal impact to the Customer's ability to use the Software as authorized.
 - **Priority 4 – General Questions.** No issue with Software performance or operation. Standard questions on Software configuration or functionality, Software enhancement requests, or Documentation clarification.
- 3.3. **Response Times.** Vamp will use commercially reasonable efforts to respond to Customer with an acknowledgment in accordance with specific response times after Customer notifies Vamp of the Escalation in accordance with Section 3.1 above. These response time vary depended on the Priority Level of the Escalation and the Services Support plan that Customers has subscribed to, as specified in the below table. Within the specified response times, Vamp confirms the severity of the problem and delivers a timeline for an action plan in accordance with Section 3.4 below.

	Support plan level		
Priority Level	Basic	Enterprise	Gold
Priority 1 – Major Impact. The Software is inoperable or the	4 hours	1 hour	15 minutes
Priority 2 – Moderate Impact. The Software's performance is	8 hours	2 hours	2 hours
Priority 3 – Minor Impact. Customer is experiencing a	16 hours	6 hours	4 hours
Number of included support hours	No hours included	8 hours	15 hours
Service window for incidents (CET timezone)	09.00 – 17.00	08.00 – 22.00	00.00 – 24.00
Weekend	N	N	Y

Vamp's business hours shall be 9:00 am to 5:00 pm Central European Time, Monday through Friday excluding public holidays.

3.4. **Action Plan.** After the initial response and confirmation of the Escalation, Vamp will provide Customer with an Action Plan for a Workaround to or Resolve of an Escalation. The Action Plan contains the following information:

- a) A statement of the Error, including early evaluation;
- b) Confirmation, when possible, that Vamp has reproduced the Error;
- c) Status of the Error;
- d) Actions required to Resolve the Escalation;
- e) The Party responsible for performing such actions;
- f) By when such actions are expected to occur and when they are expected to be completed (i.e. an estimate of how long it will take to Resolve the Escalation); and/or
- g) The projected date for Resolution, if possible.

Vamp will promptly notify Customer of any significant changes to the Action Plan and will update the Action Plan upon a reasonable request by Customer. In the event that an Escalation must be returned to Customer for more information, Vamp will provide a revised Action Plan when Customer resubmits the Escalation to Vamp with the requested information. As related to Priority 1 Escalations, Customer shall provide continuous access to appropriate Customer personnel during Vamp's response related to the Priority 1 Escalation, or Vamp shall be permitted to change the Priority of the Escalation.

3.5. **Status Updates.** After reporting an Escalation, Vamp will provide Customer with status update reports as reasonably determined by Vamp until an Action Plan is prepared.

3.6. **Permanent Restrictions, Enhancements and Suggestions.** If Vamp advises Customer that for a particular Escalation, the Workaround or Resolution is likely to cause regression, break a standard, cause some other part of the Software to fail, or for any other reason is ill-advised, Customer may either accept Vamp's recommendation or request that Vamp provides the Resolution, and Vamp will consider such requests in good faith. If Vamp advises Customer that the Resolution to a particular Escalation of a Priority 3 Escalation would involve modifying, redesigning and/or rewriting a portion of the Software, or if the requested change is an enhancement not a Resolution, and Vamp indicates that it does not currently have plans to implement such changes, then Customer may request Vamp to complete such modifications, redesign or rewrite of the Software at Vamp's then-current rates and subject to separate terms and conditions. However, Vamp shall have no obligation to provide such modifications, redesign or rewrite, and Customer shall not obtain ownership of any such modifications.

3.7. **Redirection.** If Vamp reasonably determines that the Escalation is not an Error in the Software, Vamp will promptly provide Customer with a detailed explanation so the Escalation can be properly redirected within Customer.

3.8. **Exclusions.** Support does not cover resolution of problems which result from:

- a) Software not developed and provided to Customer by Vamp;
- b) Modifications of the Software by any individual or entity other than Vamp without Vamp's prior written approval;
- c) Use of the Software by Customer which is not in accordance with the Documentation;
- d) Customer's prompt installation of all Upgrade and other maintenance releases, bug fixes and/or work-around supplied by Vamp; and
- e) Customer's procurement and installation and maintenance of all hardware necessary to operate the Software.

4. Maintenance

4.1. **Patch Delivery.** At no additional charge to Customer, Vamp will make available all patches to Customer as soon as they are available in Customer's standard format for duplication and distribution in the latest version of Vamp Enterprise Edition.

4.2. **Upgrades.** Vamp will provide to Customer each new Update of the Software that Vamp makes generally available to its customers at no additional fee.

4.3. **Version Support.** Vamp agrees to support each version of the Software (designated by the first digit after the dot) that Vamp's makes generally commercially available, for at least eighteen months after general release. For example, if Vamp releases version 1.1 on January 1, 2019, it will be supported through June 30, 2020.