##### **ALERTENTERPRISE, INC.**

##### **4350 Starboard Drive**

##### **Fremont, CA 94538**

##### **RETURN FAX #: 510-440-0841**

##### 

**DESCRIPTION OF MAINTENANCE SERVICES**

1. **DEFINITIONS:**

**“Business Day”** shall mean Monday through Friday, excluding major holidays.

**“Business Hour”** shall mean an hour between 8:00 a.m. to 5:00 p.m. local time on a Business Day.

**“Case”** shall mean a report sent by Customer via the Support Portal to the Technical Support Organization (“**TSO**”) regarding an Error.

**“Error”** shall mean a material failure of the Software to conform to the published product specifications.

**“Fix”** shall mean, in ALERT’s discretion, a temporary work-around, Patch, or bypass supplied by ALERT or temporary implementation by Customer of a data input or operational procedure in order to diminish or avoid the effect of an Error.

**“Interim Release”** shall mean an interim release version of the Software in which one or more previously identified Errors have been corrected. A new Interim Release typically will be indicated by the addition of one (1) to the third digit of the release number (e.g. v.X.X.2 would be the next Interim Release after v.X.X.1).

**“Internal Technical Representative(s)”** shall mean engineers of Customer who: (i) serve as the contacts with ALERT on all Maintenance Services matters; (ii) are responsible for administration of the Software; and (iii) have been trained by ALERT.

**“New Release”** shall mean a System Release, Version Release, or Interim Release of the Software licensed by Customer from ALERT.

**“Patch”** shall mean an engineering Fix to a problem to be incorporated into a New Release.

**“Response”** shall mean an acknowledgment from TSO of the receipt of the Case.

**“Service Window”** shall mean the time window during which an Internal Technical Representative can contact a member of TSO directly, via the ALERT Support Portal.

**“Support Portal”** shall mean -<https://alntrepo.atlassian.net/servicedesk/customer/portal/3>

**“System Release”** shall mean a release of the Software which is designed to operate on designated combinations of computer hardware and operating systems. A new System Release typically will be indicated by the addition of one (1) to the first digit of the release number (e.g. v.2.X.X would be the next System Release after v.1.X.X).

**“Version Release”** shall mean an updated version of the Software with a limited number of new or enhanced functions and/or features. A new Version Release typically will be indicated by the addition of one (1) to the second digit of the release number (e.g. v.X.2.X would be the next Version Release after v.X.1.X).

2. **SUPPORT COVERAGE**

A. **Technical Support**. Subject to the terms of this Maintenance Services Schedule (including the Customer meeting the Customer Obligations provided below), the ALERT technical support team will be available during Business Hours on each Business Day to address Errors via the AlertEnterprise Support Portal. In addition, Priority 1 Errors may be addressed outside of normal Business Hours as provided below. Questions regarding the operation of the Software that are not related to Errors will be responded to as quickly as commercially reasonable and generally not later than within five (5) Business Days.

B. **Response Method**. Upon receipt of a Case, a TSO member will communicate to the designated Technical Representative via the AlertEnterprise Support Portal to assist with the Case and report the status of ALERT’s efforts to correct an Error.

C. **Customer Obligation**. Upon request of the TSO member working on the Case, Customer shall permit TSO to access the Customer environment through a remote control software application and provide necessary network access for purposes of troubleshooting the Case. Customer must provide a satisfactory response to any Case queries made by ALERT, including but not limited to providing necessary documentation within 60 minutes of receiving such query and provide access to Customer’s network so that ALERT can (i) reproduce the reported issue (ii) diagnose and effectively address the reported issue in question.

3. **SCOPE OF MAINTENANCE SERVICES.**

A. **Error Procedures.** Subject to Customer’s compliance with the terms of Agreement, ALERT will exercise commercially reasonable efforts to correct any Error reported by the Customer (other than those caused by an Exclusion) according to the procedures set forth below in Table 3A.

**TABLE 3A**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Priority of End User Incident** | **Description** | **Initial Reaction Time** | **Corrective Action (Resolution)** | **Updates** |
|
| Priority 1  (Very high) | An Error is properly ascribed “Priority 1” if the Error has serious consequences for critical business transactions and urgent business critical work cannot be performed. The Error requires immediate processing because the malfunction has serious operation impact due to system unavailability for all users.  Complete Solution outage   * Malfunctions of Software in the environment production * Top Issues: Software rendered inoperable, inaccessible, creates a work stoppage. | 1 hour (24x7 hours) | ~4-8 hours  Up to 32 hours | Updates are supplied every 2 hours |
| Priority 2 (High) | An Error is properly ascribed “Priority 2” if normal business transactions are seriously affected, and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the Software that are required to perform such transactions and/or tasks. The Error requires immediate processing because the malfunction can seriously disrupt the entire productive business flow.  Example:   * Reduced functionality within the application causing severe rework. * Periodically Scheduled data sync background Jobs not completing correctly and impacting up to 10% of the business users. | 4 hours  (during Business Hours) | Resolution or Workaround in up to 7-15 business days. | Updates supplied every  16 hours |
| Priority 3 (Medium) | An Error is properly ascribed “Priority 3” if an Errors is not critical or high but is affecting certain users/workflows. Most of the Software is still functional.  Examples: Location, Access Levels, User Data, Reports  . | 2 Business Days | Resolution or Workaround ' in up to 10 Business Days.  OR  AE product roadmap  Issue a Fix and correct in a future New Release depending upon issue type. | Updates on the fix or future releases are discussed in Candence meetings between Alert TSO and Customer Point of Contacts. |
| Priority 4 (Low) | An Error is properly ascribed “Priority 4” if the Error has few or no effects on normal business transactions. The problem is caused by incorrect or inoperable functions in the Software that are not required daily or are rarely used.  Non-impacting, cosmetic, or minor configuration errors | 15 Business Days | May be added to the ALERT product roadmap (in its sole discretion)  Issue a Fix and/or correct in a future New Release. | Updates for the future releases are discussed in Cadence meetings between ALERT TSO and Customer. |

**Escalation**. In those instances where: (i) ALERT cannot provide a Fix to a Priority 1 Error within a reasonable period of time after a member of TSO has responded to the Customer, or (ii) Customer is not satisfied with the progress attained, ALERT will review the plan for addressing such Error with Customer. Customer may escalate the matter to ALERT’s TSO management if it reasonably determines the plan of action does not demonstrate ALERT is making commercially reasonable efforts to correct the Error in light of its impact on Customer’s business.

4**. PRODUCT RELEASES**

A. **New Releases**. Subject to Customer’s compliance with the terms of the Agreement, whenever ALERT makes a New Release generally available to its customers, ALERT will provide a copy of such New Release to Customer at no additional charge. ALERT may deliver New Releases to Customers electronically. Upon delivery to Customer, any New Release will be considered “Software” for purposes of this Agreement.

B. **Prior Versions**. ALERT’s obligations with respect to Maintenance Services are expressly conditioned upon the installation and use by Customer of either: (i) the most current version of the Software; or (ii) the immediately preceding New Release, for a period of twelve (12) months after the most current New Release is made available to the Customer.

5. **EXCLUSIONS** Notwithstanding anything herein to the contrary, ALERT will not be required to provide Maintenance Services in connection with any Software defects due to one or more of the following “**Exclusions**”:

1. the actions or omissions of Customer including Customer’s lack of availability to respond to incidents or queries that require Customer’s participation for resolution
2. circumstances beyond ALERT’s control, including but not limited, acts of war, acts of God, pandemics or wide-spread disease, earthquake, flood, embargo, riot, sabotage, power outages, labor shortage or dispute or governmental act
3. errors caused by failure of the internet or cloud hosting providers
4. software vulnerabilities that are unavoidable such as zero-day vulnerabilities
5. failure of Customer hardware, software or other equipment including, without limitation, Customer side network/firewalls/APIs etc.
6. scheduled maintenance, updates and upgrades of the Software
7. Acts of ALERT when done at the request of Customer
8. issues related to or caused by Third-Party Products
9. the Software has been modified in any manner by any person or entity other than ALERT
10. the Software has been used outside the scope of the Software license granted by ALERT
11. the Software has been installed or operated other than in accordance with ALERT’s installation and operations instructions, including, without limitation, on computer hardware, or operating systems other than as expressly authorized by ALERT
12. ALERT affirms to Customer that the Error in question has been corrected in the most current New Release and such New Release is made available to Customer

In the event ALERT provides Maintenance Services and the reported problem is later determined to be an Exclusion and not to be an Error covered by Maintenance Services, Customer agrees to pay ALERT for time and materials spent in providing such Maintenance Services at ALERT’s then current rates.