REZILION LICENSE AGREEMENT (January 2022)
(the “Agreement”)

This Agreement sets out the terms and conditions under which Rezilion agrees to provide certain Software to you as the individual, a company, or a legal entity (referenced below as “You” or “Your” or “Customer”) a License to use the Software

By accepting this Agreement or accessing or using the Software, and/or entering into a statement of work or similar document, Customer agrees to be bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, Rezilion is unwilling to license the Software to You, and in such event, Customer is prohibited from using the Software and Rezilion shall not be obliged to continue with the engagement with the Customer. Read this Agreement carefully before purchasing any services from Rezilion. This Agreement is a legal and enforceable contract between Customer and Rezilion. If you enter into a separate written agreement with Rezilion for the Software, then the terms of that separate written agreement shall apply, and this Agreement shall have no effect.

1. DEFINITIONS

“Add-Ons” means any applications (including but not limited to integrations and plugins) created for use with the Software;

“Affiliate” means any entity in which You or Rezilion (as the case may be) owns more than 50% of the issued stock or other equity interests or any entity that owns more than 50% of the issued stock or other equity interests of You or Rezilion (as the case may be) – all whether directly or indirectly;

“Content” means all data and information provided by You or by anyone on Your behalf into the Software or using the Software, all except for data and information provided to You by Rezilion;

“Documentation” means Rezilion-provided end user and administration guides, instructions and guidelines setting forth detailed description of features, functionality, use instructions, specifications and performance standards for the Software.

“Intellectual Property Rights” means all right, title, and interest in and to the Software, including any and all intellectual, moral and/or industrial property and rights now or hereafter recognized under any applicable law or in equity anywhere in the world, whether registrable or unregistrable, issued or pending, registered or unregistered, including (i) all forms of patents and utility models; (ii) inventions, discoveries, (whether patentable or not); (iii) rights associated with works of authorship, including copyrights and mask works; (iv) trademarks and service marks, trade names, domain name registrations; (v) designs (whether registrable or not), design rights; (vi) database rights; (vii) trade secrets and know how; (viii) all rights to or in connection with confidential or proprietary information; and with respect to the intellectual property included in paragraphs (i) to and including (viii) above - any rights analogous to those mentioned herein; all derivative works and/or any improvements or modifications thereof; and any current or future applications, renewals, extensions, restorations, Provisionals,
continuations, continuations-in-part, divisions, reexaminations and reissues thereof; the right to apply to any of the above; any license rights with respect to the above received from third-parties; and all of the tangible embodiments thereof;

“Support Term” means the period in which you are entitled to receive support services from Rezilion, including all updates, bug fixes and new releases thereto that Rezilion makes generally available to its customers at no additional cost. Support Term shall be listed on the applicable Order Form and shall commence on the date of delivery of the Software. Unless otherwise provided in the applicable Order Form, new functionality are not included in maintenance and support and may be subject to additional fees.

“Subscription Period” means the specified period which the Customer is entitled to use the Software as provided in the Order Form.

“Party” means Rezilion or Customer, as applicable;

“Rezilion” means Rezilion Inc. and any of its Affiliates, including Rezilion Ltd.;

“Reseller” means Rezilion authorized reseller of the Software.

“Software” means Rezilion’s software-as-a-service offerings listed on the applicable Order Form.

“Trial Period” means a period of up to fourteen (14) days following the Effective Date (or such other period stated in the Order Form) during which Customer shall have limited access to the Software as stated in the Order Form.

“Order Form” means the applicable SOW form(s), quote, order form(s), contract(s) and/or any other documents approved by Rezilion, detailing, inter alia, the quantities and other details of the license(s) granted to You, including their respective licensing model and any other limitations;

“Usage Limitations” means the capacity indicated on the Order Form, including but not limited to, number of servers, number of users, plugins, data and features.

“Users” mean the individuals allowed to access the Software by or on behalf of the Customer, including its contractors, employees and Affiliates.

2. LICENSE; SUPPORT

2.1. Subject to the terms of this Agreement, Customer and its Users may access and use the Software during the Subscription Period in accordance with the applicable Order Form and Documentations.

2.2. On Premises Deployment. If Customer deploys the Software in its environment (also referred to as “self-hosted”) Rezilion hereby grants to Customer, during the applicable Software Term only, a non-exclusive, non-transferable license to use the Software (in object code only) listed on the Order Form within the Usage Limitations, for Customer’s internal business purposes only, and solely in accordance with the applicable Documentation. The Software shall not be used on or for any third party unless otherwise stated below.

2.3. SaaS Deployment. If Customer accesses the Software via the SaaS offering, Rezilion hereby grants to Customer, during the applicable Software Term only, a non-exclusive, non-transferable, non-sublicensable right to use and access the Software: (i) solely for Customer’s internal business purposes; (ii) within the Usage Limitations; and (iii) as described in this Agreement. Customer also agrees to be bound by any further restrictions set forth on the Order Form.
2.4. **Support.** During the Support Term, Rezilion shall provide support in accordance with the applicable with the support plan outlined in the Order Form, attached hereto as Exhibit A. Rezilion may update the policies of Exhibit A from time to time. Notwithstanding the provisions of Exhibit A, Rezilion shall not be under any obligation provide Support Softwares to the extent such services are required due to: (i) failure by Customer to use the Software in accordance with this Agreement, including the Documentation, updates and/or work arounds; (ii) failure of hardware, software or any other item or component not provided by Rezilion under this Agreement; (iv) incorrect data or incorrect procedures or other information required by Rezilion; or (v) any other cause that is outside the reasonable control of Rezilion.

2.5. **Trials.** Rezilion may from time to time provide the Customer license for a trial or evaluation use of the Software or features that may not yet be generally available, including prereleased alpha or beta versions of the foregoing which may not operate correctly (“Trails”); Customer may not utilize the same software for more than one trial or evaluation term in any twelve-month period, unless otherwise agreed to by Rezilion. Rezilion may revoke Customer’s evaluation or trial license at any time and for any reason. Customer may access and use the Trials solely for evaluating and testing of the Software and related features. Trials are provided ‘As-is’ without support, indemnification or warranty of any kind whether express, implied, statutory or otherwise. Notwithstanding, Section [-] (Limitation of Liability) or any other provision of this Agreement, the maximum aggregate liability under any Trial Period shall be capped to $10,000.

3. **LIMITATIONS**

3.1. Except as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to: (i) make any copies of the Software or any part thereof; (ii) modify, adapt, translate, encrypt, decompile, disassemble or reverse engineer the Software, or in any other manner decode the Software or create derivative works based on the Software; (iii) resell, loan, rent, lend, lease, sub-license, distribute, or otherwise transfer the Software to any third party or use the Software in any manner not expressly allowed under this Agreement or the applicable Order Form; (iv) remove or alter any patent numbers, trade names, copyright notices, trademark notices, serial numbers, labels, tags or other identifying marks, symbols or legends included in and/or otherwise affixed to the Software; (v) use the Software in order to build a competitive product or service, or to copy any ideas, graphics, dashboards or features of the Software; (vi) use the Software to benchmark the Software, or perform competitive analysis, to copy features or functions of the Software, or to build similar or competitive products or services. (vi) use the Software to conduct any illegal activity, solicit any illegal activity, or to engage in any other activity that infringes upon the rights of Rezilion or any third party.

3.2. The user name and password used to access the Software shall be unique, may not be used by anyone except for the specific person to whom they were assigned, may not be shared with others and must be kept secured and confidential at all time.

3.3. Customer represents and warrants that it has necessary authorizations from the owner of the networks, systems, assets, and/or hardware on which it deploys the Software.

4. **INTELLECTUAL PROPERTY: Licenses OWNERSHIP**
4.1. Rezilion retains any and all Intellectual Property Rights in and to the Software and any and all Add-Ons, upgrades, improvements, derivative works, modifications and/or improvements thereto, and all files and accompanying documentation, including but not limited to patents, patent applications, trade secrets, know how, copyrights and trademarks and any other intellectual property, whether or not reduced to practice, and whether or not patentable or otherwise protectable. Rezilion also owns all aggregated and anonymized statistical and performance information related to the provision and operation of the Software, and Customer understands that such information is inherent to and necessary to the provision of the Software. Rezilion retain all rights in the Software not expressly granted herein, and no other license or implied rights of any kinds are granted or conveyed.

4.2. Customer may from time to time provide suggestion, feedback or comments to Rezilion concerning the Software (“Feedback”). Customer acknowledges and agrees that any such Feedback is provided on a voluntary basis only and Customer will not seek or be entitled to receive any compensation in any form for such Feedback. By submitting Feedback to Rezilion, Customer agrees to assign and hereby does assign to Rezilion all Intellectual Property Rights in and to such Feedback, and agrees to perform all acts reasonably requested by Rezilion, at Rezilion’s cost, to perfect and enforce such rights.

4.3. Notwithstanding the foregoing, any anonymous and aggregated information, which may be derived from the use of the Software (i.e., metadata, aggregated and/or analytics information) which is not personally identifiable information and which is in an aggregated form (“Analytics Information”) may be used by Rezilion, for internal development, or for internal statistical purposes. Such Analytics Information is Rezilion’s exclusive property.

5. PAYMENT TERMS

5.1. If Customer is purchasing the Software through a Rezilion Reseller, then, the fees shall be as set forth between Customer and Reseller and the applicable fees shall be paid directly to the Reseller and the provisions of Section 4.2 shall not apply.

5.2. Customer agrees and acknowledges that for any order made through a Reseller Rezilion may (i) share information with such Reseller related to Customer’s usage for account management and billing purposes, (ii) Reseller is not authorized to make any changes to this agreement or to make any representations or commitments on behalf of Rezilion or its Affiliates.

5.3. Customer agrees to pay the fees, charges, and other amounts in accordance with the Order Form from the date of invoice. All fees are nonrefundable, unless otherwise stated in an Order Form. Customer shall be responsible for remitting all taxes levied on any transaction under this Agreement, including, without limitation, all federal, state, and local sales taxes, levies and assessments, and local withholding taxes in Customer’s jurisdiction.

6. USAGE LIMITATIONS

6.1. Customer understands and acknowledges that the Software may track its Usage Limitations. Customer will be responsible for any overages in accordance with the agreed upon metrics as set forth in the Order Form.

6.2. At Rezilion’s written request, Customer will allow Rezilion to review and verify Customer’s records, deployment, and use of the Software for compliance with the terms and conditions of this Agreement, at Rezilion’s expense. Any such review shall be scheduled at
least ten days in advance, shall be conducted during normal business hours at Customer’s facilities, and shall not unreasonably interfere with Customer’s business activities.

7. **WARRANTIES**

7.1. Other than as explicitly stated in this Agreement, the Software is provided and licensed by Rezilion on an "as-is" basis. Rezilion expressly disclaims all warranties and conditions of any kind or nature, whether written or oral, express or implied, including with respect to the merchantability, fitness for a particular purpose or use, title, performance, security, or non-infringement of third party rights.

7.2. Rezilion warrants that for a period of sixty days following the delivery of any Software to Customer the Software will conform, in all material respects, with the applicable Documentation. For a breach of the above warranty, Rezilion will, at no additional cost to Customer, use commercially reasonable efforts to provide remedial services necessary to enable the Software to conform to the warranty. In the event that Rezilion is unable to restore such functionality, Customer shall be entitled to terminate the applicable Order Form and receive a pro rata refund of the fees paid. The foregoing remedy shall be Customer’s sole and exclusive remedy for any breach of warranty under this Section 7.2. Customer shall be entitled to terminate the applicable Order Form and receive a pro rata refund of the fees paid. The foregoing remedy shall be Customer’s sole and exclusive remedy for any breach of warranty under this Section 7.2. Customer will provide Rezilion with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects or malfunctions. The remedies set out in this subsection are Customer’s sole remedies for breach of the above warranty. Headings or titles in the Documentation are for information only and do not imply any warranties.

7.3. Notwithstanding the foregoing, Rezilion does not represent that the software will be uninterrupted, error-free, or will meet customer’s requirements. Except for the warranty above, Rezilion makes no other warranties or representations, express or implied, including, without limitation, those of merchantability, fitness for a particular purpose. Rezilion makes no warranty that all security risks or threats will be detected by use of the software or that false positives will not be found.

7.4. Rezilion does not, and cannot, control the flow of data to or from Customer’s internet hosts and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations during which Customer’s connection to the internet (or portions thereof) may be impaired or disrupted. Although Rezilion will use reasonable commercial efforts to take actions it deems appropriate to remedy and avoid such events, Rezilion does not guarantee that such disruptions or impairments will not occur. Accordingly, Rezilion disclaims any and all liability resulting from or related to such events.

7.5. Customer warrants that it is not located in or a national of Cuba, North Korea, Iran, Syria or the Crimea Region of Ukraine or any other country or region subject to comprehensive economic sanctions or on any United States Government list or other government list of prohibited or restricted parties for export control or economic sanctions purposes (including lists published by the U.S. Government, European Union or the state of Israel).

7.6. Each party represents and warrants that is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is
bound or violate applicable law and each Party shall comply with all applicable privacy laws.

8. LIMITATION OF LIABILITY

8.1. Neither party will be liable under this agreement for lost revenues or indirect, special, incidental, consequential, exemplary, or punitive damages, even if the party knew or should have known that such damages were possible.

8.2. A party shall be liable to the other for any direct damages arising out of or relating to its performance or failure to perform under this Agreement; provided, however, that the liability of a party, whether based on an action or claim in contract, equity, negligence, tort, or otherwise for all events, acts, or omissions under this Agreement shall not exceed the fees paid or payable under this Agreement, and provided, further, that the foregoing limitation shall not apply to: (a) damages caused by a party's gross negligence or willful misconduct; (b) a party's breach of its obligations of confidentiality, or (c) any claim resulting from Customer's misappropriation of Rezilion intellectual property (including breach of the Usage Limitations).

8.3. No action may be brought against Rezilion arising from or in connection with the Software or this Agreement later than one (1) year from the date as of which the grounds for such claim were established or the relevant facts became known to Customer.

9. INDEMNIFICATION

9.1. Rezilion will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including reasonable attorneys' fees) arising out of a third party claim that the Software infringes or misappropriates any intellectual property right of such third party, provided, however that should such a claim arise during the Trial Period, Rezilion’s aggregate liability pursuant to this Section 9.1 shall not exceed US$ 100,000. Notwithstanding the foregoing, in no event shall Rezilion have any obligations or liability hereunder arising from: (i) use of any Software in a manner not in accordance with the Documentation, or in combination with materials not delivered and/or approved by Rezilion; or (ii) any content, information or data provided by Customer or other third parties. The rights granted to customer under this section 9.1 shall be Customer’s sole and exclusive remedy for any alleged infringement by the software of any patent, copyright, or other proprietary right.

9.2. Customer will indemnify, defend, and hold harmless Rezilion from and against all liabilities, damages, and costs (including reasonable attorneys' fees) arising out of a third party claim regarding Customer's: (i) use of the Software in violation of applicable law; or (ii) breach of the representation and warranty made in Section 3.3 of this Agreement.

10. CONFIDENTIALITY

10.1. A party to this Agreement that received any information under this Agreement ("Receiving Party") agrees to hold in confidence such information, in whatever form disclosed, provided by or on behalf of the other party ("Disclosing Party") to it or to which it otherwise gains access, in the course of or incidental to the performance of this Agreement ("Confidential Information"), subject to the exceptions of Section 10.4 below and subject to the terms of this Agreement.

10.2. The Receiving Party agrees to refrain from using, copying, distributing, disseminating or otherwise disclosing such Confidential Information to anyone except pursuant to its rights or obligations under this Agreement. Notwithstanding the above, the Receiving Party shall be authorized to disclose the Confidential
Information to its employees and representatives ("Related Parties"), if and to the extent that that such Related Parties have a legitimate business need to have access to and knowledge of the Confidential Information and provided that: (i) the Receiving Party shall remain liable for any breach by its Related Parties thereof; and (ii) the Confidential Information is limited to such extent necessary.

10.3. All Confidential Information shall be and remain the property of the Disclosing Party. Disclosure of the Disclosing Party's Confidential Information to the Receiving Party shall not be construed as granting the Receiving Party any right, title, or license, whether express or implied, with respect to the Confidential Information or to its related Intellectual Property or products (including improvements, modifications and/or derivatives related to the Confidential Information), other than the right to use the Confidential Information in accordance with the provisions of this Agreement.

10.4. The confidentiality obligations of the Receiving Party regarding the Disclosing Party's Confidential Information shall not apply to Confidential Information which: (a) is generally available to the public in reasonably integrated form without fault on the part of the Receiving Party; (b) is lawfully obtained from a source other than the Disclosing Party, which source is free of any obligation to keep the same confidential; (c) is previously known to the Receiving Party without an obligation to be kept confidential, as can be substantiated by written and dated records; (d) was independently developed by the Receiving Party, without use of the Disclosing Party’s Confidential Information, as can be substantiated by written and dated records; (e) is expressly released in writing from such obligations by the Disclosing Party; or (f) is required to be disclosed pursuant to applicable law or request by a governmental or other entity authorized by law to make such request, including any stock exchange or securities agency or authority; provided, however, that the Receiving Party so required to disclose shall first notify the Disclosing Party (to the extent not prohibited from doing so) in order to enable it to seek relief from such requirement, and disclose only that portion of the Confidential Information which is required to be disclosed as stated in this subsection (f) above.

10.5. All copies of Confidential Information, regardless of form, shall, at the discretion of the Disclosing Party, either be destroyed or returned to the Disclosing Party, promptly upon the earlier of: (i) Disclosing Party's written request, except as necessary to continue to exercise its rights or perform its obligations under this Agreement or (ii) expiration or termination for any reason of this Agreement or an Order Form. The provisions of this Section 10.5 shall not apply to any Confidential Information with respect to which the Receiving Party may be subject to a legal requirement to maintain copies of for a certain period of time (at the end of which the Receiving Party shall promptly destroy or delete any such copies).

11. **TERM AND TERMINATION**

11.1. This Agreement is in effect as of the first use of the Software and shall continue until all Order Forms expire or are terminated (the "Term").

11.2. **Termination for Cause**: If either party materially breaches any of its duties or obligations hereunder, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within fifteen 15-calendar days after written notice of the breach, the non-breaching party may terminate this Agreement or any Order Form.

11.3. For clarity, if this Agreement is terminated pursuant to the terms herein then any
Order Forms shall automatically terminate upon such Agreement termination unless otherwise explicitly agreed in writing by the parties.

11.4. Upon any termination of this Agreement or an Order Form by Rezilion, all applicable licenses are revoked and Customer shall immediately cease use of the applicable Software and certify in writing to Rezilion within thirty days that Customer has destroyed or returned to Rezilion such Software and all copies thereof. Termination of this Agreement or a license granted hereunder shall not relieve Customer of its obligation to pay all fees that have accrued, have been paid, or have become payable by Customer hereunder or under any applicable Order Form. All provisions of this Agreement which by their nature are intended to survive the termination of this Agreement shall survive such termination.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Delaware excluding its respective choice of law provisions. The United Nations Conventions on Contracts for International Sale of Goods shall not apply to this agreement. Each party consents and submits to the jurisdiction and forum of the state and federal courts in the State of Delaware for all questions and controversies arising out of this Agreement and waives all objections to venue and personal jurisdiction in these forums for such disputes. Both parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or related to this agreement.

13. MISCELLANEOUS

13.1. Export. Each party acknowledges that the export, re-export, deemed export, and import of the Software and Documentation by Customer and Rezilion may be subject to certain laws, rules, executive orders, directives, arrangements, and regulations of the United States and of other countries. Each party agrees to comply with all applicable laws with respect to the exportation, importation, and use of the Software. Rezilion reserve the right to remove or refuse to distribute the Software, to suspend or terminate a subscription, and to reclaim usernames without liability to you, in the event the usage of the Software results in a breach of any export law Rezilion may be subject to.

13.2. Suspension. In addition Rezilion’s rights and remedies under this Agreement Rezilion may suspend Customer’s access to the Software immediately: (i) if Rezilion reasonably believes Customer’s use of the Service may pose a security risk to or may adversely impact the Software; (ii) if Rezilion reasonably believes Customer’s use of the Service violates applicable law; (iii) if Customer fails to make timely payments to the Service to Rezilion of its Reseller; (iv) if Customer becomes insolvent, has ceased to operate in the ordinary course, made an assignment for the benefit of creditors, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution.

13.3. General. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement; and (j) in the event of a conflict between the terms of this Agreement and the terms of an Order Form, the terms in the Order Form shall take precedence.

13.4. Notices. Unless otherwise stipulated in the applicable Order Form, all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact as set forth in the Order form. A notice shall be deemed given, when verified by written receipt
if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt, or when verified by electronic logs or automated receipt if sent by email. Notices must be sent to Legal@Rezilion.com.

13.5. Customer hereby grants to Rezilion the express right to use Customer's company logo in marketing, sales, financial, and public relations materials and other communications solely to identify Customer as a Rezilion customer. Rezilion hereby grants to Customer the express right to use Rezilion's logo solely to identify Rezilion as a provider of services to Customer. Other than as expressly stated herein, neither party shall use the other party's marks, logos, drawings or specifications without the prior written permission of the other party.

13.6. Assignment. Customer may not assign, subcontract and/or otherwise transfer any of its rights and/or obligations under this Agreement, either in whole or in part, to any third party without the prior written consent of Rezilion; this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

13.7. No Third Party Rights. This Agreement does not create any obligation of a party to any third parties, nor shall it be deemed to create any rights or causes of action on behalf of any third parties.

13.8. No Reliance. Customer represents that it has not relied on the availability of any future version of the Software or any future product or service in executing this Agreement or purchasing any Software hereunder.

13.9. Entire Agreement. This Agreement is the entire agreement of the Parties with respect to its subject matter hereof, and supersedes all previous written and oral communications between the Parties. All prior and contemporaneous agreements are superseded. Rezilion may, from time to time, modify this Agreement and any changes become effective for Customer upon renewal of the the-current Subscription Period or entry into a new Order Form after the updated version of this Agreement goes into effect. Customer’s continues use of the Software after the updated version of this Agreement goes into effect will constitute Customer’s acceptance of such updated version. If any provision of this Agreement is held to be invalid or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provisions or of such provision on any other occasion.
Rezilion Customer Support

At Rezilion, customer care is our highest priority. Our Customer Support Organization’s goal is to swiftly resolve any issues that our customers may encounter.

Support Plans

Rezilion offers two different support plans which provide responsiveness and expertise to meet our customer’s needs. Regardless of which one you choose; our team of experienced support engineers will quickly work with you to diagnose and solve your problems.

Customer Support Plans:

- Standard Support
- Premium Support

The following table highlights some of the main features of our support plans. For additional information, including a definition of the Tiered Support, please review the individual plan documents.

<table>
<thead>
<tr>
<th>Feature</th>
<th>Standard</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rezilion Suite</td>
<td>√</td>
<td>√</td>
</tr>
<tr>
<td>Online Case Management</td>
<td>√</td>
<td>√</td>
</tr>
<tr>
<td>Product Forums</td>
<td>√</td>
<td>√</td>
</tr>
<tr>
<td>Resource Center</td>
<td>√</td>
<td>√</td>
</tr>
<tr>
<td>Product Ideas</td>
<td>√</td>
<td>√</td>
</tr>
<tr>
<td>Live Remote Support Sessions</td>
<td>√</td>
<td>√</td>
</tr>
<tr>
<td>Upgrade support</td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>Local Business Hour Level I and II Support</td>
<td>√</td>
<td></td>
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<tr>
<td>(Mon.–Fri., 9AM to 5PM)</td>
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<tr>
<td>24 Hour Level I Support</td>
<td></td>
<td>√</td>
</tr>
<tr>
<td>24 Hour Level II Support</td>
<td></td>
<td>√</td>
</tr>
<tr>
<td>Designated Support Contacts</td>
<td>4</td>
<td>8</td>
</tr>
</tbody>
</table>

If these levels do not meet your needs, please contact your customer success manager. We can discuss your requirements and craft a flexible support plan to meet your needs.
Rezilion Standard Support

Section 1: Contacting Rezilion's Customer Support
Section 2: Customer Support Process
Section 3: Assignment of Support request Severity
Section 4: Response and Resolution Targets
Section 5: Customer Escalation Procedures

Section 1: Contacting Rezilion Customer Support

To best serve our customers needs, a variety of methods are available to contact Rezilion Customer Support.

1. Online Support: Rezilion Customer Community

The Customer Community is our platform for customer support, solutions and information. The Customer Community allows you to quickly and easily learn important product information, solve issues and gain insights from our other customers, while also sharing product feature ideas and product knowledge with other users.

Customer Community features include:

Case Management - The Case Management System is the primary method for submitting support cases. The Case Management System allows customers to submit, view, update and check the status of cases at any hour of the day. The customer can set the case priority and attach necessary log files and screen captures that will aid in investigation directly to the case. Updates from Customer Support will result in email alerts to the customer contact email address. Emails and case comments can be tracked within the case history as well.

Resource Center – The Resource Center is a comprehensive repository that contains the latest product documentation, software solutions, release announcements and product news. There are also sections for training videos, webinars and whitepapers.

Answers Forum – Answers provides a forum to ask questions and search previous posts. If solutions you’re looking for are not found, the question can be posted to the community or directly to support.

Connect – provides social media capabilities with the ability to ‘chat’ with support and other customers and to join specialized product and topic groups.

Program and Update Information Alerts – The Program and Update Information Alerts provide details on the latest series of Updates, FAQs, and other timely information.
2. **E-Mail Support:**

Rezilion responds to support requests sent via email. The email address for support is support@rezilion.com.

3. **Hours:**

Standard Customer Support is available during regular business hours, typically Monday through Friday 9:00AM – 5:00PM local time, excluding holidays.

4. **Designated Support Contacts:**

The standard plan allows up to four named company contacts who can contact our support staff.

**Section 2: Customer Support Process**

1. **Products covered:** This Support plan covers your contracted Rezilion products.

2. **Customer Case Assignment:** When a customer opens a case on the Rezilion Customer Community, a customer support engineer will be assigned their case. A unique number is assigned to the case and provided to the customer. We will then perform the Tier 1 support activities for the customer case.

Support Request Status: The following table describes the possible statuses assigned to a case at any given time.

<table>
<thead>
<tr>
<th>Status</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>A support request has just been submitted. It may be assigned to an individual or a queue. Rezilion’s support representative has not responded yet to customer.</td>
</tr>
<tr>
<td>In Process</td>
<td>The support representative has responded to customer regarding the receipt of the support request and is actively pursuing a resolution.</td>
</tr>
<tr>
<td>Pending</td>
<td>The support representative is not actively working on the resolution of the support request. Generally, this is due to information pending from the submitter of the case or a pending Program fix. However, support requests may be put on hold for other reasons as well.</td>
</tr>
<tr>
<td>Escalated</td>
<td>A support request set to an escalated status means the support request has not been resolved within the target resolution time, the customer</td>
</tr>
</tbody>
</table>
A case is “closed” if:
- The customer and the support representative agree that a satisfactory resolution has been provided, or
- The customer understands that the problem is not a result of a program defect, or
- The support representative has made multiple attempts to contact the customer and the customer has not responded.

Support requests may be closed when a support representative has provided an electronic reply with a high degree of confidence that his/her reply will resolve the issue or answer the question.

I. Tier I Support

Definition:

- Enter data into the case log describing the problem and assign a severity to the case (please refer to "Assignment of Severity Levels" section below).
- Provide customer with a resolution, if possible, based on known problems and complexity of the case. Then based on the customer’s feedback, "close" the case or move to Tier II. A resolution is generally one of the following: an answer to a customer question, a suggestion of how to accomplish a particular task, a workaround to a program issue.
- For those problems not solved during the first contact with the customer, the customer support representative will provide an estimated timeframe for follow up. If the customer support representative is not a Tier II engineer, the representative will escalate the case to Tier II support, otherwise they will continue to work the issue.

II. Tier II Support

Definition:

- Follow up with customers: answer questions, solve problems, and report the status of a pending issue. The Tier II representative will update the customer throughout the case lifecycle.
- Answer product usage questions and product administration or installation questions
- Collect necessary logs and other diagnostics needed to resolve an issue.
- Access customer’s system via remote sessions when needed as directed by customers
- Attempt to provide solutions that may include workarounds to address the problem within the time limits set forth in the section "Response and Resolution Targets" below.
- Attempt problem reproductions for diagnosis and resolution.
Escalate unresolved support requests to Tier III. Work closely with Tier III engineers to analyze, understand, and resolve difficult issues.

- Verify that a pending issue can be ‘closed’ when a satisfactory resolution has been provided to customer.
- In situations where a program is not operating as documented, the Tier II engineer will report the problem to Rezilion Engineering. These reports are maintained in Rezilion’s bug tracking database.

### III. Tier III Support

**Definition**

- Diagnosis of product issues to the code level
- Provide fixes in product updates
- Provide scripts to resolve or workaround problems where possible
- Tier III work is typically done by Rezilion Software Engineers

In extreme cases where no workaround is available and the pending support request is a mission critical problem for the customer, and the problem results from a defect in the program, Tier III support will provide a program patch to resolve the problem. This level of support is provided at the discretion of support management communicating with the customer.

### Section 3: Assignment of Support Request Severity

When a customer opens a support request, a customer support representative will assess the severity of the request based on the customer's description of the problem. The severity of the support request will be recorded in the Case Management System.

Table 2 below provides the definitions used in identifying and assigning a severity level to the customer's reported problem.

<table>
<thead>
<tr>
<th>Status</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>Customer's production system is down; Program is unusable resulting in total disruption of work or other critical business impact. No workaround is available</td>
</tr>
<tr>
<td>High</td>
<td>Major feature/function failure; Operations are severely restricted, there is a major disruptive impact, there is not an acceptable workaround available</td>
</tr>
<tr>
<td>Medium</td>
<td>Minor feature/function failure; Program does not operate as designed, minor impact on usage, acceptable workaround deployed</td>
</tr>
<tr>
<td>Low</td>
<td>Minor problem; Documentation, general information, enhancement request, etc.</td>
</tr>
<tr>
<td>Critical</td>
<td>Customer's production system is down; Program is unusable resulting in total disruption of work or other critical business impact. No workaround is available</td>
</tr>
</tbody>
</table>
Section 4: Response and Resolution Targets

Rezilion will use reasonable efforts to meet the following resolution targets.

<table>
<thead>
<tr>
<th>Severity</th>
<th>Target Response</th>
<th>Target Resolution</th>
<th>Solution (1 or more of the following)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>2 Business Hours</td>
<td>Within 2 Business Days</td>
<td>Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Software Solution Library.</td>
</tr>
<tr>
<td>High</td>
<td>1 Business Days</td>
<td>Within 5 Business Days</td>
<td>Satisfactory workaround is provided. Program patch is provided. Fix incorporated into a future release. Fix or workaround incorporated into the Solution Library.</td>
</tr>
<tr>
<td>Medium</td>
<td>2 Business Days</td>
<td>Within 10 Business Days</td>
<td>Answer to question is provided. Satisfactory workaround is provided. Fix or workaround incorporated into Software Solution Library. Fix incorporated into future release.</td>
</tr>
<tr>
<td>Low</td>
<td>3 Business Days</td>
<td>Within 15 Business Days</td>
<td>Answer to question is provided Fix or workaround incorporated into Software Solution Library.</td>
</tr>
<tr>
<td>Critical</td>
<td>2 Business Hours</td>
<td>Within 2 Business Days</td>
<td>Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into Software Solution Library.</td>
</tr>
</tbody>
</table>

Section 5: Customer Escalation Procedures

During the process of resolving a customer support request, the severity of the request may be increased and/or a higher level of authority might be notified. Case severity may be escalated internally when it is determined that the support request involves a system critical issue, an extremely complex problem, or an unreasonable amount of time has passed with no resolution. In the event that a customer is not satisfied with the level of support, they may escalate a given support request to Rezilion’s Director of Customer Support.

To escalate an issue, please email support@rezilion.com and specify the case number in the subject line with your contact information and the reason why the issue is being escalated.