



## CONTIEM PRODUCT SUPPORT AND SERVICE LEVEL AGREEMENT

**GENERAL.** Contiem software products are commercial software products designed to create, manage, publish, and deliver high-value multi-channel content quickly and easily. Organizations can find a Contiem solution to fit their needs and adapt to changing markets. Contiem products extend traditional content applications' reach as all of Contiem's products integrate with out-of-the-box and industry-standard APIs.

This document summarizes Product Support and our corresponding Service Level Agreement. Upon purchase of our software Subscriptions or Maintenance purchases, the support and Service Level Agreement is provided. All Subscriptions and Maintenance are subject to the Contiem End User License Agreement, which can be reviewed at any time.

This Agreement and performance hereunder shall be governed by the laws of the State of Maryland. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent, deemed to be omitted.

Client may not assign without the prior written consent of Contiem, Client's rights, duties, or obligations under this Agreement to any person or entity, in whole or in part. Transfer of a sale of substantially all of the Client's assets to a third party or any transfer of more than 50% of the voting stock of a Client to a third party shall not constitute an assignment under this license.

**PRODUCT MAINTENANCE.** As part of an active Subscription or Maintenance Agreement, Contiem will provide the Client with copyrighted patches, updates, releases, and new versions of the Software along with other generally available technical material. These maintenance materials, including the Software, may not be used to increase the licensed number of versions or copies of the Software. The Client agrees not to use or transfer the prior version but to destroy or archive the previous version of the Software. All patches, updates, and new versions are subject to the license agreement related to the Software.

A Subscriptions, by definition, include software Maintenance for as long as the subscription term is active. The following benefits are included with every active software Maintenance and Subscription:

- Software updates
- Tier I and II product support (available for an additional fee)
- Tier III product support provided with all Maintenance and Subscription purchases.
- Access to the Contiem Connect Client care portal.

**Software Updates.** Clients are entitled to all newly developed features of the software baseline purchased. Software updates are provided automatically to all clients with active maintenance agreements. Updates can be downloaded through the Contiem Connect Client care portal or supplied by the Contiem professional services team.

**Contiem Connect.** Contiem Connect (<https://support.contiem.com/support/login>), provides the necessary information to clients to enable them to maintain the software without Contiem support – should they desire. As part of the software maintenance purchase, Contiem provides access to the Contiem Connect portal.

Example documentation includes an Installation Checklist, Installation Guide, User Videos, User Guide, Release Notes, API Guide, and a Configuration, Administration, and Maintenance Guide.

Contiem Connect includes a ticketing support system. The time required to resolve a defect or bug varies based on the type of issue. Generally, most defects can be handled by Tier I or Tier II Client personnel. If



the problem is deemed to require a coding change for which there is no workaround, resolution may have to wait for a future software patch. Software patches may take longer to reach Client environments due to security measures and processes set forth by the Client.

**Force Majeure.** Contiem has no liability for any cessation, interruption, or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to: earthquake, flood, fire, storm, or other natural disaster, act of God, act of government, labor controversy or threat thereof, civil disturbance or commotion, acts or threats of terrorism, war, or armed conflict.

**No Warranty.** EXCEPT AS EXPRESSLY SET FORTH HEREIN THE SUPPORT SERVICES AND ARE PROVIDED “AS-IS” WITHOUT ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY. TO THE EXTENT PERMITTED BY LAW, CONTIEM EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NONINFRINGEMENT. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE COVERAGE PERIOD.

**SERVICE LEVEL AGREEMENT (SLA).** Client issues and product information may be accessed through **Contiem Connect**; Contiem’s Client support portal located on the Contiem website.

When submitting a support request, Client must provide Contiem with all information necessary for Contiem to process the request and must respond promptly to Contiem with any information reasonably requested to clarify the service request. Contiem shall work with the Client to set expectations regarding the completion times for all service requests. Upon receipt of the support request, Contiem shall acknowledge the request and determine the appropriate priority level based on the classifications specified below. An “Acknowledgement” is Contiem’ initial confirmation to the Client that Contiem has received Client’s support request. For purposes of clarification, a “resolution” is a workaround or action plan for addressing the problem; a “defect” is a failure of the Hosted Services to operate in accordance with agreed upon specifications defined in the Table below.

Response	Resolution/ Action Plan	Criteria
Category 1 (Critical Business Impact) Acknowledgment within one hour.	Work shall start immediately upon acknowledgement and shall continue until a resolution is in place.	The problem or defect results in the system not operating; causing mission-critical business operations to be non-operational and no workaround is available. The Client contact must be available to provide information required for problem diagnosis and to test/confirm the resolution.
Category 2 (Significant Business Impact) Acknowledgment within four (4) hour.	Work shall start immediately and shall continue until a resolution or agreed action plan is in place, which shall be communicated within one business day.	The problem or defect is severely degraded performance of the system due to a software or hardware defect. The problem or defect is resulting in critical functionality is unavailable, yet the Hosted Services can continue to operate in a restricted fashion and there is no work around available.  This classification may be assigned to a bug when there is a functional problem that has a significant impact to the workflow and threatens productivity; such problems may be difficult to work around and may reduce system usage considerably.
Category 3 (Moderate or low business impact)	The issue shall be researched, and resolution or action plan shall be communicated	The system is not functioning in accordance with the specifications, but most business operations continue. These defects indicate that there is an issue, but it doesn’t impact critical functionality, or data loss doesn’t exist, it also covers



Acknowledgment within one business day.	within three (3) business days.	minor defects. CAT III defects mostly related to user experience. These types of defects will be addressed with a software patch. It is at Contiem discretion to determine when the appropriate patch is to address the defects. Client submits a Software information request, software enhancement or documentation clarification which has no operational impact.
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**Disclaimers, Exclusions, and Limitations.** Contiem will have no obligation to provide changes of any kind under the following circumstances:

- Performance of public or private Internet backbones or networks not directly managed by Contiem;
- Outages caused by Client provided Software or content;
- Outages caused by the deployment of software patches or antivirus updates in production environments which contain code faults, flaws or other errors attributable to the third-party vendors that created such code;
- Outages or performance problems due to events of force majeure, which shall include, without limitation, and denial-of-service attack (DoS attack) or distributed denial-of-service attack (DDoS attack);
- Client fails to make any required payment or the agreement is terminated.
- Client fails to adhere to the Contiem End User License Agreement (EULA).
- Client makes changes to the software in any manner or form.

**Availability and Uptime (Hosted SaaS Solutions Only).** Contiem shall maintain availability of all servers made available or utilized by Client in connection with the Hosted Services at 99.5%. Failure to meet this requirement shall not constitute a material breach and shall not provide the Client with the automatic right to terminate. The Performance Requirement is exclusive of any regularly scheduled maintenance time on the Hosted Services or Contiem network. Contiem shall use commercially reasonable efforts to ensure that such regularly scheduled maintenance is not conducted during Client regular Business Hours.

If the Client is unable to access the Hosting Services or if such access is limited or impaired because of unavailability or other problem with the Hosting, The Client shall notify Contiem by email to the following email address: [contiem-hd@contiem.com] and by calling [1-866-606-7247].

The service levels set forth herein shall not apply to performance issues (i) caused by factors outside of Contiem' reasonable control; (ii) that resulted from any prohibited or unauthorized acts by the Client or its End Users; or (iii) that resulted from a malfunction of Client's or its End Users' computing equipment