



This Support Policy (“**Policy**”) is entered into between Augmenticon AG, a Swiss limited liability company with an office in Europa-Strasse 19, 8152 Glattbrugg (“**Augmenticon**”) and the Customer identified in the Software-as-a-Service Agreement (“**Agreement**”) and Purchase Order (each referred to as a “Party” and collectively, the “Parties”). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement, respectively.

Whereas, Augmenticon agrees to provide Support Services in accordance with this Policy, which may be modified by Augmenticon from time to time in its sole discretion and issued in writing or posted on Augmenticon’s website, provided however that any such modified Policy shall not apply until the start of the Renewal Term. In case of any inconsistency between the terms and conditions of the applicable then-current Policy and the Agreement, the terms and conditions of the applicable then-current Policy shall prevail.

## 1. DEFINITIONS.

- 1.1** “**Augmenticon Helpdesk**” means the secure, online login facility providing Support Case creation, status updates, and access to the online knowledgebase.
- 1.2** “**Error**” means a verifiable and reproducible failure of the Services to conform with the applicable Documentation.
- 1.3** “**Error Correction**” means any modification or addition to the Services, delivered within a Release and/or Fix, which brings the Services into material conformity with the Documentation.
- 1.4** “**Fix**” means a hot-fix designed to correct an Error or a work-around, bypass, or patch supplied by Augmenticon, or the implementation of an operational procedure or routine by Customer to diminish or avoid the practical adverse effect of an Error.
- 1.5** “**Public Holidays**” means the days when the Augmenticon support centers are closed in observance of a holiday.
- 1.6** “**Release(s)**” means a subsequent release of the Services, which Augmenticon generally makes available to Customers currently subscribed to Support Services. Releases may contain, but are not limited to security fixes, critical patch updates, general maintenance releases, selected functionality, and Documentation updates.
- 1.7** “**Support Case**” means a single, reproducible issue or reproducible problem with the operation of the Services as classified within Section 3.1 herein.
- 1.8** “**Supported Contact**” means the contact(s) identified by Customer to be the representative who will work directly with Augmenticon support staff.

## 2. SERVICE PLANS AND AVAILABILITY

Service Item	Standard Support Plan	Prime Support Plan
Business Hours	09:00 – 17:00 CET/ CEST <sup>1</sup>	00:00 – 24:00
Days of Operation	Monday – Friday (Excl. Public Holidays)	
Releases	Upon Availability	
Augmenticon Helpdesk Access	Yes	
Access to Knowledge Base	Yes	
Online Case Creation	Yes	
Email Support	Yes	
Telephone Support	No	Yes
Initial Response Time	24 hours	Based on severity (section 3.1)
Supported Contacts	2	5

<sup>1</sup> Central European Time (CET)/ Central European Summer Time (CEST)



**2.1** If Customer requires additional support services, not identified herein, such as technical account management, configuration, training or installation, such services shall be provided pursuant to a separately signed Purchase Order and/or Technical Agreement.

**2.2** Support Cases must be reported to Augmenticon via the dedicated email address [support@augmenticon.ch](mailto:support@augmenticon.ch) or the Augmenticon Helpdesk<sup>2</sup>. Provided Customer is subscribed to Prime Support Plan, Customer may utilize the Augmenticon telephone numbers identified below.

+41 78 707 1940

### 3. RESPONSE TIMES AND ESCALATIONS.

Subject to payment of the Fees set forth in the Purchase Order, Augmenticon will provide Support

**3.1** Augmenticon will respond to a Support Case, within the maximum initial response time(s) set forth below. Augmenticon will determine the severity level of any Support Case in its sole discretion.

Severity Level	Maximum Initial Response Time	Description
Severity 1 Support Case	Within two (2) hours	Service is down or unavailable. A Support Case that renders the Services completely inoperable.
Severity 2 Support Case	Within four (4) hours	A Support Case that substantially restricts functional operations of the Services.
Severity 3 Support Case	Within one (1) business day	A Support Case that impairs the performance or functions of the Services.
Severity 4 Support Case	Within two (2) business days	Requests concerning Documentation, enhancements, or other administrative matters.

**3.2** For purposes of the internal assignment of a Support Case, all incoming Support Cases are first received by a tier 1 Augmenticon support engineer who will first classify the severity level and escalate to a tier 2 support engineer in the event the tier 1 support engineer is unable to resolve the Support Case. If a Support Case is not able to be resolved by a tier 2 support engineer, the Support Case will then be escalated to Augmenticon research and development management.

**3.3** Augmenticon will use commercially reasonable efforts to resolve Support Cases as soon as practicable. A Support Case is resolved upon the earlier of the following: (i) the issue or problem is resolved; (ii) if the issue or problem is the result of an Error, the provision of a Fix or Error Correction; (iii) Augmenticon is able to provide an alternative solution; (iv) Augmenticon confirms that the issue or problem is not due to an Error or deficiency in the Services; (v) Augmenticon confirms that the issue or problem is due to a multi-vendor issue; (vi) the Supported Contact requests that Augmenticon close the Support Case; or (vii) the Support Case has been left open for three (3) consecutive business days, during which period Augmenticon has not received a response from the Supported Contact.

**3.4** Notwithstanding anything herein to the contrary, Augmenticon will have no obligation to provide Subscription Support Services in connection with a Support Case or operational disruption caused by: (i) use of the Services with software or hardware not designed for use with the operating systems as identified in the system requirements or Documentation; (ii) use of the Services with software or hardware that does not satisfy the minimum system requirements; (iii) changes, modifications, or alterations to the Services not approved in writing by Augmenticon; (iv) use of the Services other than in accordance with the Documentation and the Agreement; (v) gross negligence or intentional misconduct of the Customer or its employees and agents or any third party; (vi) connectivity or performance degradation caused by the Customers internet service provider; (vii) any issue or problem that Augmenticon determines is not due to an Error in the Services (e.g., without limitation, issues or problems caused by stand-alone third party products used in conjunction with the Services).

<sup>2</sup> Currently located at <https://augmenticon.atlassian.net/servicedesk/customer/portal/1>

#### 4. UPDATES.

Augmenticon will provide Releases when available and in its discretion. Augmenticon is under no obligation to develop any future functionality or enhancements. A new Release shall automatically replace the previous Release of the applicable Services. Customers must ensure their supported installations are operating with a Release that was made available by Augmenticon within the preceding twelve (12) months.

#### 5. CUSTOMER'S OBLIGATIONS.

**5.1** The Customer shall: (i) not permit or authorize anyone other than Augmenticon to provide Support Services; and (ii) cooperate fully with Augmenticon in the resolution of any Support Case. Customer is solely responsible for taking the steps it considers necessary to protect any Customer confidential information, including obfuscating data or otherwise guarding such information prior to sending it to Augmenticon.

**5.2** Support Services may only be obtained by Customer and/or an appointed third-party contractor or service provider authorized by Customer to perform such services. Augmenticon's provision of Support Services shall be provided only through the Supported Contact. Customer is solely responsible for communicating and updating all changes to the Supported Contact list to Augmenticon. Only the Supported Contact may report a Support Case. The Supported Contact shall: (i) exhibit the practical, technical knowledge and skill required to administer the system. Augmenticon reserves the right, at its sole discretion and at Licensee's expense, based on historical Support Case metrics, to request Supported Contacts to successfully complete the training courses specific to the application associated to the annual subscription or pass the Accreditation exam(s) available for the annual subscription; (ii) serve as the internal contact for Authorized Users and coordinate communications within the Customer environment; (iii) maintain records on behalf of Customer for Support Services; (iv) serve as the contact(s) with Augmenticon on all matters relating to Support Services; (v) be responsible for providing information and support, as requested by Augmenticon, to assist in the diagnosis, analysis, and resolution of Support Cases; (vi) provide direct support to their Authorized Third-Party User(s) who have been granted use on behalf of Customer; and (vii) have, maintain and create new Support Cases through a valid email address issued by the Customer. All Support Services shall be provided in the English language only. If payment of any fees owed to Augmenticon are overdue by more than thirty (30) days, Augmenticon may suspend Support Services until such delinquency is resolved.

**5.3** When reporting Support Cases, Customer must provide Augmenticon with the information listed below:

- A detailed description of the issue
- All investigation steps performed
- All supporting documentation (i.e. screen shots errors, display issue, etc.)
- Steps taken to resolve the issue (if applicable)

\*\*\* End of Document \*\*\*