

# Qlytics Support Policy

As used herein: the term the "Service" identifies the Subscription Service ("Service") that is licensed by Qlytics to the Licensee under the terms and conditions set forth in the End-User Licensing Agreement between Qlytics and the Licensee.

## 1. DEFINITIONS.

1.1 Defect. "Defect" means any error, omission, or deviation within the Qlytics Subscription Service(s) (the "Service") that prevents its successful operation in substantial conformance with the Qlytics published user documentation (the "Documentation") (except for nonconformity caused by (a) the use or operation of the Service with an application or in an environment other than that recommended in writing by Qlytics, (b) modifications to or customizations of the Service without the express written authorization of Qlytics, (c) accident, disaster or events beyond Qlytics' reasonable control ("Force Majeure Event"), (d) misuse, fault or negligence of or by Licensee, (e) use of the Service in a manner for which it was not designed, or (f) causes external to the Service such as, but not limited to, power failure or electrical power surges).

1.2 Critical Error. "Critical Error" means a Defect that causes the Service to be unusable.

1.3 Significant Error. "Significant Error" means a Defect that has a material impact on Licensee's ability to use the Service.

1.4 Other Error or Support Question. "Other Error" means a Defect that is not a Critical Error or a Significant Error. Support Question means request for information on how to effectively use the Service.

## 2. SUPPORT COVERAGE.

2.1 Support Contact: [qsupport@qlytics.com](mailto:qsupport@qlytics.com)

2.2 Support Hours. 9 (Nine) Hours a Day, 5 (Five) Days a Week

3. PREVENTITIVE SUPPORT. Qlytics will undertake reasonable efforts to prevent Defects. These efforts include, as appropriate: (i) advising Licensee of all pertinent problems encountered by other Service users; (ii) performing the remedial work required to prevent problems encountered by other Service users from affecting Licensee's Service use; (iii) proactively remedying any security flaws; and (iv) reviewing data provided by Licensee on the Service operation to ascertain potential problems.

4. ERROR CORRECTION. Qlytics will undertake efforts necessary to promptly correct any Defect. Licensee may report a Defect via Phone, In-Product or Email Support. Company will make reasonable efforts to correct the Defect or provide an acceptable work-around or action plan within the following time frames, depending on Licensee's classification of the Defect (subject to Qlytics' reasonable agreement with such classification):

Priority	Response Time	Target Maximum Resolution Time	Type of Resolution
Critical Error	Max 24 Business Hours	The objective will be to provide relief to the Licensee within twenty-four (24) business hours and provide a Fix within seven (7) business days	Fix
Significant Error	Max 24 Business Hours	Max 7 Business Days	Delivered in next update
Other Error / Support Question	Max 2 Business Days	Max 7 Business Days	Description of current best practice for Service usage.

5. GENERAL SERVICE PERFORMANCE CRITERIA. The Service will be made available to Licensee a minimum of ninety-nine and five tenths percent (99.5%) of the time within any thirty (30) day period. "Availability" is defined as the user's ability to access and use the Service's functionality. "Unavailability" consists of the number of minutes that the Service was not Available to Licensee, but will not include Unavailability: (a) to the extent that Licensee does not promptly notify Qlytics of such Unavailability; (b) resulting from (i) scheduled maintenance by Qlytics, where Licensee has received advance notice of such scheduled maintenance; or (ii) reasons outside of Qlytics' control, including, but not limited to, acts or omissions of Licensee or anyone gaining access through Licensee's passwords or equipment; the flow of data to or from Qlytics' network and other portions of the Internet which depends on the performance of Internet services provided or controlled by third parties other than the Qlytics or its or its hosting provider's data center facility; a service interruption caused by a security threat until such time as the security threat has been eliminated; reasons of force majeure;

and emergency maintenance, of which Qlytics will notify Licensee as soon in advance as is practicable but will first endeavor to remedy the emergency.