

## Support Policy - SaaS Services

#### INTRODUCTION

This Support Policy forms part of the Master Subscription Agreement to which it is attached (the "<u>Agreement</u>") and sets forth certain supplemental terms and conditions applicable to Company's provision of maintenance and support services with respect to the Subscription Services ("<u>Support Services</u>"). Unless otherwise defined herein, any capitalized terms defined in the Agreement and used herein will have the same meaning specified in the Agreement.

## SUPPORT SERVICES

During the Subscription Period, Company shall make available to Customer, at no additional charge, standard technical support as specified in this Section with respect to the Subscription Services ("Basic Support"), or Customer may purchase "business" or "premium" level support ("Business Support" or "Premium Support") via an Order Form for an additional fee.

Support Services shall only be provided to Customer-designated employees or Consultant(s) who have both (i) completed and passed Company's applicable training courses with respect to the use of the Subscription Services available through the <a href="https://academy.creatio.com">https://academy.creatio.com</a> website and (ii) been identified as a Customer Designated Representative in an Order Form or by email notification from Customer to <a href="mailto:support@creatio.com">support@creatio.com</a> (the "Customer Designated Representative by eMail notification to <a href="mailto:support@creatio.com">support@creatio.com</a>. Other Authorized Users shall use the Documentation and rely on the Customer Designated Representatives for their support.

Company will use commercially reasonable efforts to resolve any Error reported to Company by Customer in accordance with the Support Request procedures set forth below, with fully documented and reproducible examples of the reported problem.

If Customer has purchased Business Support or Premium Support, Company shall also provide Development Support, subject to the limitations set forth herein. "Development Support" means technical assistance in support of Customer's development of Customer Extensions using the development tools included in the Subscription Services, to the extent offered by Company to its Development Support customers generally. For the avoidance of doubt, Development Support does not include actual development work, such as the writing or debugging of code, or any other services for which Company generally requires customers to separately contract for Professional Services. Development Support shall only be provided to Customer Designated Representatives who have passed Company's developer certification process through the <a href="https://academy.creatio.com">https://academy.creatio.com</a> website with Advanced level of such certification score to be not less than 85%.

Notwithstanding anything to the contrary contained herein, the following shall be excluded from the scope of the Support Services, except to the extent otherwise agreed by the Parties in writing (such as, pursuant to a Statement of Work):

- (a) Any issue which, following investigation by Company, is determined not to be an Error in the Subscription Services, including issues related to third party software products or the failure to operate the Subscription Services in accordance with its Documentation;
- (b) Any issue related to software or services for which Company does not provide support and maintenance services to its customer base generally, including issues related to applications, connectors, addons, templates or other materials available via the Creatio Marketplace;
- (c) Any issue related to Customer Extensions, except to the limited extent set forth above in connection with Development Support;
  - (d) Any Professional Services.

Customer shall cooperate fully with Company in Company's provision of the Support Services, including by providing Company, in a timely fashion, with such assistance and access to such Customer premises, systems, personnel and information, each as shall be reasonably required for the performance by Company of the Support Services.

## SUPPORT SLAs

With respect to Errors properly reported by Customer in accordance with the terms of this Support Policy, Company will use commercially reasonable efforts to adhere to the response target timelines specified in the table below:



	Basic	Business	Premium	
Support Hours	8 a.m6 p.m. Monday - Friday	8 a.m6 p.m. Monday - Sunday	24x7	
Critical Severity Errors				
Initial response within	4 business hours	1 business hour	30 minutes	
High Severity Errors				
Initial response within	8 business hours	4 business hours	2 hours	
Medium Severity Errors				
Initial response within	8 business hours	4 business hours	2 hours	

The specific hours during which Customer is entitled to Support Services ("<u>Support Hours</u>") are as specified above and are based on Company's standard business hours, excluding Saturdays, Sundays and any holiday observed by Company. All response time periods are measured starting from the first Support Hour following the reporting of an Error, and are tolled during all periods outside of the Support Hours.

If Customer has purchased Premium Support, Company will use commercially reasonable efforts, in addition to the response target timelines specified above, to adhere to the resolution target timelines specified in the table below:

Errors Severity level	Resolution time	Resolution procedure
Critical	2 hours	Error is fully resolved, or a temporary solution or workaround has been provided that has the effect of reducing the severity level below Critical
High	2 business days	Error is fully resolved, or a temporary solution or workaround has been provided that has the effect of reducing the severity level below High
Medium	10 business days	Error is fully resolved, or a temporary solution or workaround has been provided

#### As used in this Support Policy:

- "Error" means any verifiable and reproducible bug, error or similar functional problem with the Subscription Services that prevents the Subscription Services from functioning substantially in accordance with the applicable Documentation;
- "Critical Severity Error" means an Error that causes complete or significant loss of essential functionality of the Subscription Services;
- "<u>High Severity Error</u>" means an Error that causes significant loss of functionality of the Subscription Services, but where essential functionality is still available (which may be through a temporary solution or workaround); and
- "Medium Severity Error" means any Error other than a Critical Severity Error or High Severity Error.

Unless otherwise specified in the Agreement, this Support Policy sets forth Company's sole obligations, and Customer's exclusive remedies, in connection with any Error.

# SUBMITTING A SUPPORT REQUEST

Prior to submitting an Error report or other request for Support Services (each, a "<u>Support Request</u>"), a Customer Designated Representative is expected to consult the relevant Documentation and the Knowledge Base/Community Portal located at <a href="https://support.creatio.com">https://support.creatio.com</a>. If the Customer Designated Representative is



unable to resolve the issue by referencing the Documentation and Knowledge Base/Community Portal, then the Customer Designated Representative may submit a Support Request to the Company service center via the support portal at <a href="https://success.creatio.com">https://success.creatio.com</a>, by e-mail to <a href="support@creatio.com">support@creatio.com</a> or, if Customer has purchased Business Support or Premium Support, by telephone. For Support Requests that Customer considers urgent, the Customer Designated Representative shall promptly notify Company by email at <a href="support@creatio.com">support@creatio.com</a> to confirm Company's receipt of the Support Request.

When submitting a Support Request, the Customer Designated Representative must furnish Company with all information and assistance needed by Company to address the reported issue, including by promptly furnishing sample input and output, providing assistance in isolating and reproducing the suspected Error, performing diagnostics and tests requested by Company, and carrying out any required remedial tasks requested by Company.

No Support Request may be initiated by a Customer Designated Representative directly to any Company engineering or professional services personnel or otherwise bypass the Company support service center. This includes all telephone, fax, or e-mail contact of any kind on any subject. Company's support service center personnel will be solely responsible for determining if and when any Support Request should be referred to other Company engineering or professional services personnel.