



TERMS AND CONDITIONS APPLYING TO SEMAPHORE CLOUD SUBSCRIPTION SUPPORT SERVICES

The terms and conditions set forth herein (“**Support Terms**”) are supplemental to (a) any Order Document that incorporates this document by reference and (b) any other terms and conditions incorporated by reference in the Order Document, including, without limitation, the Software License and Services Agreement or any other license agreement expressly referenced in the Order Document (“**Agreement**”) and any Semaphore Cloud Hosting Services Addendum referenced in the Order Document (“**Hosting Addendum**”). “**Order Document**” means the document executed by Progress (or its Affiliate) (“**Supplier**”) and the party making the purchase (“**Customer**”), pursuant to which Customer orders and Supplier accepts to supply the Services under the Semaphore Cloud subscription. In the event of any conflict by and among the Order Document, the Agreement, Hosting Addendum and/or these Support Terms, the order of precedence will be: first, the Order Document; second, the Hosting Addendum; third, these Support Terms; and fourth, the Agreement. Any capitalized terms used but not defined in these Support Terms will have the meaning ascribed to them in the Order Document, Hosting Addendum or Agreement.

1. Definitions

The following additional definitions apply for the purposes of these Support Terms:

“**Services Incident**”: means an unplanned interruption to the Services or a reduction in the quality of the performance of the Services or the Services behave in a way which is not in accordance with the Documentation. A Services Incident will not be deemed to have occurred if (i) the behavior of the Services has been caused directly or indirectly by the actions (negligent or otherwise) of Customer, including if such actions are in contravention of advice given in product literature or directly from Supplier’s authorized service personnel, ii) Customer experiences hardware failure or malfunction on Customer’s own equipment, or Customer experiences external causes such as electric power fluctuations or failure or by some other factor beyond the reasonable control of Supplier; (iii) Customer does not make reasonable efforts to solve the Services Incident after consulting with Supplier, or Customer does not provide Supplier with sufficient information (sufficiency in such case being that the behavior may be reconstructed by Supplier to assist in the correction of the Services Incident); Services Incidents will be categorized in accordance with the parameters laid out in Table A of these Support Terms.

“**Environment Support Incident**”: means any unplanned interruption to Customer’s environment (hardware; operating system; integration code; any connected system such as content management system or search engine) or a reduction in the quality of the performance of Supplier’s environment that is caused by Non-Supplier Applications.

“**Infrastructure services**”: means any work undertaken on any environment that is connected to the Services but which is not related to a Services Incident or an Environment Support Incident.

“**Known Error**”: means the cause of one or more Services Incidents.

“**Request For Information**”: means an enquiry by Customer concerning the Services and any of Supplier’s published Documentation which accompanies the Services modules or Training.

“**Documentation**”: means the documentation and materials supplied with the Services by Supplier to Customer.

“**User Education**”: means responding to queries regarding Supplier’s supplied Documentation and how the Services modules operate, or how to use them.

“**Training**”: means approved training services provided by Supplier to Customer.

“**Product Enhancement Request**”: means a request for new product functionality.

“**Named Technical Contact**”: means an employee of Customer trained at Customer’s cost and expense by Supplier in the administration and use of the Services modules.

“**Response Time**”: means the time taken by Supplier to start investigating the cause of the Services Incident, measured from the point in time at which the issue was first reported to Supplier by Customer or the following business day if the issue was not reported within the operating times of the manned technical support desk. (For urgent, high and medium severity calls the issue should be reported by telephone).

“**Resolution Time**”: means the time taken by Supplier to implement a resolution to a Services Incident, which in relation to the Services Incident can consist of either a Workaround, Fix or a Patch, measured from the point in time at which the Services Incident was first reported to Supplier by Customer or the following business day if the Services Incident was not reported within the times of the manned technical support desk.

“**Fix**”: means the permanent correction of the Services Incident within a new released version which results in the Services modules behaving consistently as documented.

“**Patch**”: means the permanent correction of the Services Incident as an addition to a released version which results in the Services modules behaving consistently as documented.

“**Services**”: means the environment, applications, modules patches and other binary code, as the case may be, as supplied by Supplier to Customer as part of the Semaphore subscription service described in the Order Document and thereafter supported by Supplier under the terms and conditions laid out herein.

“**Services Upgrade**”: means a new release of the current version of the Services modules which corrects Known Errors, adds functionality and other robustness and resilience features or otherwise amends or upgrades the Services modules.

“**Support Services**” means the services provided by Supplier to Customer as described in, and subject to the terms and conditions of, these Support Terms.



“Workaround”: means reducing or eliminating the impact of a Services Incident for which a full resolution is not yet available.

“Live Service Instance” means the operating environment subscribed to by Customer that is in live production use by Customer and which is comprised of at least 1 dedicated Virtual Machine on Supplier’s hosted environment.

“Active Failover Instance” means the operating environment optionally subscribed to by Customer that is a redundant and mirrored instance of Customer’s Live Service Instance available for use as an active failover environment.

2. Support Services

The Support Services will comprise the following:

(i) Supplier will provide Customer with Support Services during Customer’s standard working hours.

(ii) Supplier will use reasonable endeavours to respond to a request for Support Services in accordance with Table A of these Support Terms;

(iii) If Supplier confirms the Services Incident, reported by Customer, in the Services modules, Supplier will use reasonable efforts to remedy the Services Incident by correction of the Services modules; Supplier’s issue severity classifications and targeted response and resolution times for the Support Services are set out in Table A below.

(iv) Supplier will, at its sole discretion, issue Services Upgrades to Customer from time to time.

(v) Supplier will (a) make the Services and Content available to Customer pursuant to the Order Document, Hosting Addendum and Agreement, (b) provide Supplier’s standard support (as detailed in this document) for the Purchased Services to Customer at no additional charge and (c) use best efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Supplier shall give at least 8 hours electronic notice, which will be performed at off peak hours, and will not exceed 10 hours per month for purposes of calculating down time), and (ii) any unavailability caused by circumstances beyond Supplier’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Supplier’s employees), Internet service provider failure or delay, Non-Supplier Application, or denial of service attack.

(vi) Supplier guarantees that if Customer subscribes to two or more Live Service Instances of Semaphore Cloud or at least 1 Live Service Instance and 1 Active Failover Instance that Customer’s internet facing roles will have external connectivity at least 99.5% of the time (excluding Planned or Scheduled downtime as detailed on <https://status.smartlogic.com>). If Customer subscribes to sufficient levels of service that enact this guarantee (**“Guaranteed Semaphore Cloud Service Levels”**) Supplier will compensate Customer through service credits as detailed in Table B of these Support Terms.

3. Customer obligations

Customer will ensure that it nominates a maximum of two Named Technical Contacts and will provide contact details for these individuals (including email addresses). Customer will ensure that these contacts and its other personnel who use the Services modules receive adequate training, which can be purchased by signing an Order Document.

When providing information for a Support Services request, Customer should only provide to Supplier information that is required to provide Support Services and which is cleared of confidential or other sensitive information. Supplier does not require Protected Health Information (PHI), Payment Card Industry (PCI) information, or Personally Identifiable Information (PII) to provide Support Services and Customer should not forward any of such types of information to Supplier in connection with a Support Services request. At all times, information provided to Supplier in the course of Support Services will be handled in accordance with the Privacy Policy available here: <https://www.progress.com/legal/privacy-policy>.

Requests for Support Services may only be made by a Named Technical Contact. A request for Support Services may be made by telephone, email or via Supplier’s Customer Portal and must be accompanied by details of the Services Incident, all relevant messages and the circumstances in which the Services Incident arose. Customer will provide further information relating to the Services Incident as Supplier reasonably requires.

Customer will operate the Services modules in accordance with Supplier’s recommendations.

Customer will at all times: ensure that Customer’s employees and other independent contractors co-operate with Supplier in relation to the provision of the Support Services; promptly furnish to Supplier such information and documents as Supplier may reasonably request for the proper performance of Supplier’s obligations under these Support Terms; procure the appropriate licenses or consents where necessary for the use of the Services and where necessary allow Supplier to provide the Support Services.

4. Further terms:

The Support Services apply in respect of the Services modules only and do not extend to other services or systems operated by Customer.

Supplier will only provide Support Services in respect of the current release level of the Service.

The Support Services do not apply in respect of any Environment Support Incidents except if such incident is caused by a Services Incident.

The Support Services do not apply in respect of Infrastructure Services and do not extend to configuring; advising; implementing; managing; diagnosing or otherwise supporting other services or systems operated by Customer.

Environment Support Incidents and Infrastructure Services (**“Additional Services”**) are provided outside the scope of these Support Terms as chargeable time at Supplier’s standard rates, or at rates as agreed between the parties.

All Additional Services are governed by a Change Order. Time spent on Additional Services may be drawn against unused time for an existing Master Service Agreement, Statement of Work, or other existing agreement between Customer and



Supplier governing Supplier's performance of professional consulting services to Customer, or by Customer's approval of a Change Order. It is agreed that an authorized Change Order is sufficient to allow Supplier to raise a valid invoice for payment by Customer. Notwithstanding the foregoing, if Customer and Supplier are not already parties to an agreement specifying the terms and conditions associated with Supplier's performance of professional services, then, in addition to the completion of a Change Order, Supplier may condition the performance of Additional Services on the completion and mutual execution of such agreement.

Additional Services; Assessing whether the reported incident is a Services Incident or to be treated as the provision of Additional Services may require investigation and diagnosis prior to determining its type. All time spent on Additional Services is chargeable at Supplier's standard or Customer negotiated rates. As soon as it is reasonably apparent that a reported incident is not a Services Incident and relates to Additional Services Supplier's support personnel will identify this situation to Customer requesting authorization from Customer to proceed. Upon authorization, Supplier is entitled to charge for all the time spent on the reported incident.

Invoices for Additional Services will be issued at the end of each calendar month, and payment is due 30 days from receipt of invoice.

Solely to enable Supplier to perform the Support Services and any Additional Services to Customer, Customer agrees that Supplier may obtain and store information about Customer, Customer's business and Customer's employees and directors (the "**Customer Information**"). Further, Customer agrees that Supplier may disclose Customer Information to its Affiliates and third parties, including resellers, insurers, associated companies, agents and sub-contractors.

Supplier reserves the right to update these Support Terms from time to time by posting a revised version at <https://www.progress.com/legal>. In the event Supplier revises these Support Terms in a manner that would result in a significant reduction in the level of the Support Services provided for the Services, then such changes will not apply until the next renewal of the subscription to the Services as described in the Order Document.

Table A

Incident Severity Level	Incident Description	Incident Categorization	Target Response Time	Target Resolution Time
1	Incident renders core functionality inoperative. No Workaround exists. Incident impacts on service to Customer's customers.	Incident	1 hour	1 day
2	Incident renders part of the core functionality inoperative but does not stop the remaining Services modules functioning. Incident impacts on service to Customer's customers	Incident	1 hour	2 days
3	An Incident which has little impact on productivity, for which a Workaround exists.	Incident User Education Documentation Query Training Product Enhancement Request	1 hour	Next Services upgrade
4	Cosmetic Incidents. Manual / instruction / training Incidents. Enhancement requests. Training requests.	Incident User Education Documentation Query Training Product Enhancement Request	1 hour	At Supplier's discretion

*All references to "Incident" in the table above are deemed to refer to a Services Incident.



Table B

Monthly Uptime Calculation and Guaranteed Semaphore Cloud Service Levels Credit Calculations

<p>"Maximum Available Minutes" is the total accumulated minutes during a billing month for all Internet facing roles that have two or more instances deployed. Maximum Available Minutes is measured from when the Subscription Service has been deployed and its associated roles have been started resultant from action initiated by Customer to the time Customer has initiated an action that would result in stopping or deleting the Subscription Service.</p>
<p>"Downtime" is the total accumulated minutes that are part of Maximum Available Minutes that have no External Connectivity. Note that properly notified, scheduled maintenance time within the agreed limits, does not count as Downtime for the purposes of compensation calculation.</p>
<p>"Monthly Uptime Percentage" for Cloud Services is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Semaphore Cloud subscription. Monthly Uptime Percentage is represented by the following formula:</p>
<p>Monthly Uptime % = (Maximum Available Minutes-Downtime) / Maximum Available Minutes</p>
<p>The following Service Levels and Service Credits are applicable to Guaranteed Semaphore Cloud Service Levels:</p>
<p>MONTHLY UPTIME SERVICE CREDIT</p>
<p>< 99.5% Uptime Supplier will credit Customer 10% of either the monthly hosting fee (if Supplier is hosting the Semaphore license purchased separately by Customer (i.e., BYOL model)) or the monthly subscription fee (if Supplier is providing Semaphore as a Software Subscription service).</p>
<p><95% Uptime Supplier will credit Customer 25% of either the monthly hosting fee (if Supplier is hosting the Semaphore license as described above) or the monthly subscription fee (if Supplier is providing Semaphore as a Software Subscription service).</p>