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# STANDARD SUPPORT SERVICES TERMS AND CONDITIONS

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*Version 1.1*

## PREAMBLE

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This Support Services Terms and Conditions (“Support Terms”) is an extension to End User License Agreement between Licensee (the person or company who is being licensed to use the software and documentation) and private individual Kyrylo Kostiukov (DOB 01.01.1988).

Subject to the terms and conditions of the Agreement, and Licensee’s payment of the applicable fees for Support Services as set forth in the Agreement, Licensor shall provide to Licensee the Support Services as set forth herein.

### 1. DEFINITIONS

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**“Incident”** means an unexpected failure or degradation in the Software which is reported to Licensor by Licensee.

**“Enhancement Request”** means a recommendation for future product enhancement or modification to add official support and documentation for an unsupported or undocumented feature, or features that do not exist in the Software.

**“Priority 1” (“P1”)** - A P1 is a catastrophic production Incident within the Software that severely impacts the Licensee's Site, or because of which Licensee's Site is down or not functioning, or that results in a loss of production data and no work around exists. P1 Incidents must be reported on Licensor's support telephone number in order to expedite resolution. Licensor will use continuous efforts, with appropriate escalation to senior management, to provide a resolution for any P1 Incident as soon as is commercially reasonable.

**“Priority 2” (“P2”)** - A P2 is an Incident within the Software where the Licensee's system is functioning but in a reduced capacity, or the problem is causing significant impact to portions of the Licensee's business operations and productivity, or the Software is exposed to potential loss or interruption of service. Incidents existing in a non-production environment that would otherwise qualify as a P1 if they were in a production environment, qualify as P2. Licensor will use reasonable efforts during its normal hours of operation to provide a resolution for any P2 Incident as soon as is commercially reasonable.

**“Priority 3” (“P3”)** - A P3 is a medium-to-low impact Incident that involves partial and/or non-critical loss of functionality, or that impairs some operations but allows Licensee's operations to continue to function. Incidents for which there is limited or no loss or functionality or impact to Licensee's operation and for which there is an easy work-around qualify as P3. Licensor will use reasonable efforts during its normal hours of operation to provide a resolution for any P3 Incident in time for the next Minor release (as defined below) of the Software.

**“Priority 4” (“P4”)** - A P4 is a general usage question or issue that may be cosmetic in nature or documentation related, and may include issues Licensor deems to be Enhancement Requests, but the Software works without interruption. Licensor will use efforts during its normal hours of operation to provide a resolution for any P4 Incident. Licensor will take Enhancement Requests into consideration in the product management process, but has no obligation to deliver enhancements based on any Enhancement Request.

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## 2. LICENSEE OBLIGATIONS

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Licensee is responsible for the prompt installation of all patches, updates, and upgrades to the Software, as provided by Licensor. Licensee shall provide commercially reasonable cooperation and full information to Licensor with respect to the furnishing of Support Services. Licensee shall designate one or more support contacts that are authorized to engage Support Services.

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## 3. LICENSOR OBLIGATIONS

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3.1. Licensor will use commercially reasonable efforts to respond to Incidents as set forth below:

Phone Support\* / Response (Acknowledgement) for Priority 1 issues – 4 Hours Response  
24x7x365

Web Case Support / Response (Acknowledgement) for Priority 1 issues – 8 Hours Response  
24x7x365

Web Case Support / Response (Acknowledgement) for Priority 2 issues – 24 Hours, Monday  
– Friday (CET)

Web Case Support / Response (Acknowledgement) for Priority 3 issues 72 Hours, Monday –  
Friday (CET)

\* Licensor’s Support telephone line is reserved for Priority 1 Incidents only. Licensee may also submit a support ticket online, for all Incident Priority levels. For all Incidents submitted online, Incident receipt will be confirmed via Licensor’s Customer Help Center ticketing system. Upon receipt of a properly submitted Incident, Support Services shall be prioritized in accordance with the Priority levels set forth above.

3.2. Licensor will provide the following:

3.2.1. Advice regarding the downloading, installation and configuration of the Software (including patches, updates and/or upgrades provided by Licensor, but excluding for the avoidance of doubt any Modifications to the Software), when used by Licensee on systems that meet the Software's "System Requirements" specified in Documentation and as may be updated by Licensor from time to time. Licensor supports the Software and any integrations provided by Licensor as part of the Software to the applications listed in the System Requirements. If an issue is encountered when using technologies that are not listed in the System

Requirements, and if Licensor can reproduce the Software issue using technologies that are listed in the System Requirements, then Licensor will provide support. Nonetheless, Licensor cannot ensure that the Software issues will be fixed when the Software is used with technologies not listed in the System Requirements.

- 3.2.2. Assistance with troubleshooting to diagnose and fix errors in the Software.
- 3.2.3. Access to Software Documentation relating to the Software, including authorization to make copies of that Documentation for internal use as specified in the Agreement (excluding development documentation describing internal APIs of the Software).

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#### 4. EXCLUSIONS FROM SUPPORT SERVICES

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4.1. Support Services do not include:

- 4.1.1. Assistance in the development or debugging of Licensee's system, including the operating system and support tools.
- 4.1.2. Information and assistance on technical issues related to the installation, administration, and use of enabling technologies such as databases, computer networks, and communications.
- 4.1.3. Resolving issues caused by failures in third party service providers, including issues caused by malfunctions of Power BI Services from Microsoft.
- 4.1.4. Assistance with the installation and configuration of hardware including, but not limited to, computers, hard disks, networks, and printers.
- 4.1.5. Technical support, phone support, or updates to products not provided by the Licensor or by third party enabling technologies not licensed under the Agreement.
- 4.1.6. Support for:
  - 4.1.6.1. Software not operated on a supported hardware/operating system platform specified in the Documentation for the Software;
  - 4.1.6.2. altered or modified Software;
  - 4.1.6.3. problems caused by Licensee's negligence, misuse, or hardware malfunction; or
  - 4.1.6.4. use of the Software inconsistent with Licensor's instructions. Licensor is not responsible for hardware changes necessitated by changes to the Software.

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#### 5. SUBCONTRACTORS

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Licensor reserves the right to subcontract any or all of the work to be performed under these Support Terms, and Licensor retains responsibility for any work so subcontracted.

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#### 6. MISCELLANEOUS

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Licensor will provide Support Services to Licensee during the periods identified in the End User License Agreement or in other Agreement between Licensee and Licensor and shall be governed by these Support Terms and the Agreement. Licensee acknowledges and agrees that Licensor shall

have the right to terminate the provision of Support Services upon nonpayment of any fees due to Licensor.

## 7. TERMINATION

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Termination of the End User License Agreement extended by this Support Terms leads to termination of Support Terms.