

## Exhibit C: Continuent Support Terms and Conditions

UNLESS THE CUSTOMER HAS ANOTHER VALID AGREEMENT WITH CONTINUENT OR ITS SUPPLIERS WHICH TERMS APPLY TO THE SPECIFIC SOFTWARE PRODUCT OR SERVICE PURCHASED OR LICENSED, THE FOLLOWING TERMS WILL APPLY AND GOVERN ALL SUPPORT AND MAINTENANCE OF CONTINUENT PRODUCTS.

**1. Services.** Continuent shall provide Customer with software technical support, updates, and upgrades in accordance to the terms and conditions set forth in this Exhibit C. The following activities will be considered “in-scope” and will be covered by the Software and Support Subscription Plan:

- Continuent product malfunctions
- Continuent software configuration files examinations
- Simple guidance and recommendations on Continuent software settings
- Interpretation and recommended actions for unknown error conditions or messages
- Best practice guidance related to Continuent software

The following activities will be considered “out of scope” and are not eligible under Software and Support Subscription Plan. Continuent will provide services to cover these activities under separate Consulting agreements:

- Continuent software: Monitoring and administration of Customer’s servers, including Continuent services and database services
- Customer applications: The installation, configuration, deletion, analysis, or modification of customer applications
- Operating system activities: The installation, deletion, or configuration of any software package supplied by the base operating system.
- Third party software: The installation, deletion, or configuration of any software package supplied by a third party to include database software such as MySQL, Oracle, PHP, or Apache
- Normal database maintenance activity to include, but not limited to external system data backup and restoration, remote replication, memory allocation, and indexing
- On-site support and consulting
- Remote Continuent software installation, to include product upgrades
- Product training
- Design, performance, application and manageability audits
- Quality assurance reviews
- Tuning and performance.

**2. Expenses.** In addition to fees, Customer shall reimburse Continuent for all reasonable expenses it incurs in performing Support or Consulting Services, including, but not limited to travel and accommodation expenses, based on actual invoices and receipts.

**3. Support Severity Level Definitions.** Summary of the support severity levels with initial response and resolution times:

- Urgent: initial response within an hour, Continuent provides Initial resolution or initial root cause analysis within in 4 hours and will continue working continuously until resolved
- High: initial response within four (4) hours, resolution within (1) business day
- Normal: initial response within one (1) business day, best effort resolution
- Low: no guaranteed initial response interval, no guaranteed resolution time frame

**Urgent** - Represents a reproducible emergency condition [i.e. a condition that involves either data loss, data corruption, or lack of data availability] that makes the use or continued use of any one or more functions impossible. The condition requires an immediate solution. Continuent guarantees a maximum one (1) hour initial response time.

Continuent will continue to work with Customer until Customer’s database is back in production. Continuent will provide either initial resolution or initial root cause analysis within four (4) hours. The full resolution and the full root cause analysis will be provided when available.

**High** - Represents a reproducible, non-emergency condition [i.e. a condition that does not involve either data loss, data corruption or lack of database availability] that makes the use or continued use of any one or more functions difficult, and cannot be circumvented or avoided on a temporary basis by Customer. Continuent guarantees a maximum four (4) hours initial response time and (1) business day to provide a work-around if a permanent solution is not readily available.

**Normal** - Represents a reproducible, limited problem condition that may be circumvented or avoided on a temporary basis by Customer. Continuent guarantees a maximum one (1) business day initial response time. Continuent commits to best effort engagement to fix the problem.

**Low** - Represents minor problem conditions or documentation errors that are easily avoided or circumvented by Customer. Additional request for new feature suggestions, which are defined as new functionality in existing product, are also classified as low severity level. Continuent does not guarantee any particular initial response time, or a commitment to fix in any particular time frame unless Customer engages Continuent for professional services work to create a fix or a new feature.

**4. Term and Effective Date.** The term of this Exhibit C (the “Support Term”) is specified in the Agreement.