

## SOFTWARE ASSURANCE TERMS

Software Assurance provides for ongoing software releases, including updates and upgrades, as well as access to Viewpoint's customer support teams located in the United States, the United Kingdom, and Australia. Viewpoint may modify these Software Assurance Terms from time to time. Capitalized terms used but not defined in this document shall have the meaning given to them in the applicable Master Software License Agreement or Master Subscription Agreement.

### 1. DEFINITIONS

"Authorized Support User" means a designated User who is authorized by Customer to contact Viewpoint for support.

"Case" means Customer's online submission, telephone call, or chat requesting support.

"Critical Issue" means that core functionality of the Software is not operational and, for Software deployed as Software-as-a-Service or through Hosting Services, that the system is down or inaccessible by a majority of Customer's users.

"Customer" means the entity identified on an order form executed by that entity to purchase one or more licenses or subscriptions to the Software and related services.

"Hosting Services" means hosting services provided by Viewpoint to Customer as part of *Viewpoint Enterprise Cloud*, *Viewpoint for Cloud*, or other hosting services.

"Release" means an update or upgrade to the Software made available to all customers using that Software that improves usability or adds functionality, cosmetic changes, or bug fixes.

"Software" means the software or Software-as-a-Service provided by Viewpoint, including all updates and upgrades provided under Software Assurance and any customizations or modifications developed during the course of Viewpoint's provision of Professional Services.

"Software-as-a-Service" means a software subscription purchased by Customer from Viewpoint and hosted by Viewpoint or Viewpoint's third party service providers.

"Viewpoint Customer Portal" means Viewpoint's online portal available at <http://support.viewpoint.com> (or any successor website made available by Viewpoint to Customer) where Customer has the ability to create, update, and manage Cases and has access to the Viewpoint Knowledge Base, technical documentation, product downloads, enhancement submissions, and the Viewpoint Academy.

### 2. RELEASES

Viewpoint will use commercially reasonable efforts to provide prior notice to Customer through the Viewpoint Customer Portal or other communication channels when Releases are made generally available to all customers, excluding any non-General Releases or unplanned Releases.

2.1 On Premises Deployments. Viewpoint will make Releases available to Customer if and when Releases are generally available to all customers. Support for Releases is provided in accordance with Viewpoint's Release Support Policy available at <http://support.viewpoint.com>. Customer is responsible for installing all Releases. Upon Customer's election to install a Release, Customer agrees to cease all use of the prior version of the Software and destroy all copies. Releases may require Customer to update third party software, hardware, or operating systems at Customer's expense. If a Release is at the End of Code Maintenance, the Release is supported for a limited period under an Extended Support contract for an additional fee. All information regarding the stage (i.e., General Release, End of Code Maintenance, and End of Extended Support) of the Release can be found in Viewpoint's Release Support Policy.

2.2 Software-as-a-Service and Hosting Services. Software delivered as Software-as-a-Service or through Hosting Services is automatically updated by Viewpoint as new Releases become generally available to all customers.

2.3 Hosted Test Environments. If Customer purchases a hosted test environment for Software, Customer may delay the installation of Releases to its hosted production environment for 90 days in order to perform validation in its hosted test environment by submitting a Case to Viewpoint requesting the delay no later than 48 hours prior to the applicable installation date. After this 90-day period, Viewpoint will automatically update the Customer's hosted production and test environments to the then-current Release version. This deferral option does not apply to Releases to address time-sensitive or emergency issues. Customer agrees to maintain a supported version of the Software at all times, which means either the current Release or immediate preceding Release. Viewpoint will update Customer's database in the hosted test environment twice per year

at no charge, typically in alignment with Releases made available in the spring and fall. Additional database updates will incur additional data transfer fees.

### 3 SUPPORT

Customer may submit a Case to request support related to the Software. Customers may submit, manage, and track Cases through the Viewpoint Customer Portal.

#### 3.1 Support Levels

Viewpoint will use commercially reasonable efforts to meet the response goals outlined below. Actual response times may vary depending on a number of factors, including but not limited to geography, product, and lifecycle phase of a product. Customers are encouraged to contact their internal IT resources for support first, if available. If internal IT resources cannot resolve the issue, Customers should submit a Case to request support from Viewpoint.

Priority Level	Priority Definition	Response Goal*
Critical	System down or core functionality is not operational	< 2 hours
High	Problem with Software (e.g., major business impact; product is crippled but somewhat usable; very difficult to work around)	< 4 hours
Average	General operational question with no urgency (e.g., minimal business impact; cosmetic problems; usage question; feature Q&A; issue does not require resolution)	1 business day

*\*During Viewpoint's hours of operation based on Customer location.*

Customer must be registered in the Viewpoint Customer Portal to be able to receive support. Customers are solely responsible for administration of their Authorized Support Users.

#### 3.2 Hours of Operation

Viewpoint's hours of operation are provided below (excluding applicable holidays based on location):

Hours of Operation	
<i>North America</i>	Monday-Friday, 5:00 am to 5:00 pm PST
<i>Europe, Middle East, and Africa</i>	Monday-Friday, 7:30 am to 18:00 pm GMT/BST
<i>Australia, New Zealand, and Asia-Pacific</i>	Monday-Friday, 9:00 am to 6:00 pm AEST/AEDT

#### 3.3 Contact Methods

Viewpoint's contact methods for support are available on the Viewpoint Customer Portal.

### 4. DATA RESTORATION

4.1 On Premises Deployments. Viewpoint does not provide support or technical assistance for the repair or restoration of lost or damaged Customer Data as part of Software Assurance for Software deployed on premises, regardless of the cause. Assistance for restoration may be available subject to Viewpoint's availability and payment of applicable fees at Viewpoint's then-current hourly rates.

4.2 Software-as-a-Service and Hosting Services. Viewpoint will use reasonable efforts to restore lost or damaged Customer Data for Software deployed through Hosting Services or as Software-as-a-Service, as described in this paragraph, if the loss or damage was caused by Viewpoint. Customer must submit a Case through the Viewpoint Customer Portal that identifies the Software, affected Customer Data, and requested restoration point. Viewpoint will use the most recent backup for the impacted Customer Data. Viewpoint will consult with Customer and provide information to Customer regarding the availability of backups and the potential limitations of data restoration. By authorizing Viewpoint to assist with data restoration through a Case submission, Customer understands that some data loss may result upon restoration based on the frequency and availability of backups. If Customer Data loss or damage is not caused by Viewpoint, Viewpoint will provide

support and technical assistance for data restoration subject to Viewpoint's availability and payment of applicable fees at Viewpoint's then-current hourly rates.

#### 5. EXCLUSIONS

Viewpoint does not support (a) any Release of the Software other than the current and immediate preceding Release unless covered under Extended Support as described on the Viewpoint Customer Portal; (b) third party databases, third party software, or add on products (excluding certain third party interfaces identified and approved by Viewpoint), or more than one production database per server; (c) use of the Software in a manner other than as authorized in the applicable agreement between Viewpoint and Customer; (d) custom services or alterations of the Software; (e) conversions of Customer's databases to accommodate new hardware or software; or (f) test environments for new releases, upgrades, and accounting system migrations, unless licenses and Software Assurance has been purchased for test environments. Viewpoint will not provide support for an issue if Viewpoint provided corrections for that issue that were not implemented by Customer or if Customer failed to provide information requested from Customer.

Viewpoint does not provide training, implementation, report creation, onsite support, customizations (e.g., scripting or integration), or assistance with server migrations as part of Software Assurance, but such services but may be purchased separately.

#### 6. CUSTOMER OBLIGATIONS

Customer must (a) require its personnel to obtain adequate training to operate the Software; (b) designate Authorized Support Users; (c) provide internet access for Viewpoint Support team when requesting support; and (d) provide adequate resources to gather any data requested by the Viewpoint Support team and provide reasonable assistance in troubleshooting Cases.

For on premises deployments, Customer is responsible for (a) Customer's server environment, local network, and system security and protocols, which includes providing staff qualified to assume responsibility for management administration and support for Customer's hardware, database, and any third party software; (b) maintaining regular and frequent data backups, and recovering such data if necessary from backups maintained by Customer; and (c) establishing a secure method of access to Customer's network as well as maintaining security protocols for Customer's network. If remote access is not granted or available, Viewpoint's ability to provide support will be limited. For on premises deployments, Customer is responsible also for upgrades and data migration associated with the upgrades (if applicable).

#### 7. DISCONTINUED PRODUCTS

Viewpoint may announce that it no longer sells certain products and will discontinue Software Assurance on those products. Optionally, Extended Support may be available for discontinued products. A list of discontinued products is available on the Viewpoint Customer Portal.

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