



## **ASG SUPPORT & MAINTENANCE SERVICES AGREEMENT**

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This Support & Maintenance Services Agreement (“Support Agreement”) is entered into between the customer and the ASG Technologies Group, Inc. (“ASG”) entity(ies) identified on ASG’s invoice for the purchase of one of the Support Packages outlined below. In the event that the provisions of this Support Agreement are inconsistent with the provisions of the Product License Agreement, Product Schedule, Exhibit, or other licensing agreement under which customer licenses the relevant products, the provisions of said Product License Agreement, Product Schedule, Exhibit, or other licensing agreement will govern and the relevant terms of this Support Agreement shall be deemed amended accordingly. All other terms and conditions of the Product License Agreement, Product Schedule, Exhibit, or other licensing agreement are confirmed and ratified and remain in full force and effect.

### 1. SUPPORT PACKAGES AND PRICING

Support Package Component (Descriptions provided below)	Standard	Enhanced	Premium*
Self-enabled Support	24x7	24x7	24x7
Access to Community	24x7	24x7	24x7
Technical Support (Phone, Email, Chat)	24x5	24x7 (Sev 1 only)	24x7
Product Maintenance	✓	✓	✓
Technical Guidance for Product Updates / Upgrades & Patches	-	✓	✓
Response SLAs by Severity: (1=Critical, 2=Major, 3=Minor, 4=Request)	1 < 30 minutes 2 < 2 hours 3 < 4 hours 4 < 8 hours	1 < 30 minutes 2 < 2 hours 3 < 4 hours 4 < 8 hours	1 < 30 minutes 2 < 1 Hour 3 < 4 hours 4 < 8 hours
Access to Beta Products	-	-	✓
Named Account Support Engineer (“NASE”)	-	-	✓
Quarterly Access to ASG Product Management	-	-	✓
Initial Annual Maintenance Fee	20% of License Fees Paid	22% of License Fees Paid	25% of License Fees Paid

\* The ASG Premium Support Package is only available for specific ASG products. For more information, please contact your ASG Account Executive.

## 2. SUPPORT SERVICES SCOPE

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### 2.1 SELF-ENABLED SUPPORT

ASG provides a suite of self-enabled support options. Customers may access ASG’s Comprehensive Knowledge Base (“KB”) articles, Best Practices library, and OnDemand training videos. During the term of this Support Agreement, these resources are available to customers 24 hours a day, 7 days a week at the following website: <https://www.asg.com/en/Support.aspx>. Customers may be required to enter ASG-issued login credentials to access certain resources.

### 2.2 ACCESS TO COMMUNITY

ASG hosts an online forum where customers may share ideas and interact virtually with other ASG customers who have deployed the same ASG product. Customers may pose questions and receive direct responses from a diverse group of existing ASG customers. During the term of this Support Agreement, this service is available to Customers 24 hours a day, 7 days a week at the following website: <https://asgsupport.zendesk.com/hc/en-us/community/topics>. Customers may be required to enter ASG-issued login credentials to access this forum.

### 2.3 TECHNICAL SUPPORT (PHONE, EMAIL, CHAT)

Customers may contact ASG’s Customer Care Team via phone, email and/or chat. During the term of this Support Agreement, this service is available (i) only on weekdays for customers who purchased Standard Support Package, (ii) on weekdays and on weekends, also without restriction for Severity 1 issues only for customers who purchased the Enhanced Support Package, and (iii) every day without restriction for customers who purchased the Premium Support Package. Contact details are summarized in the table immediately below:

Phone	United States / Canada: 1.800.354.3578 International: ++800.3544.3578 Other toll free and local #s: <a href="https://www.asg.com/Support/Customer-Support/Contact-Customer-Support.aspx">https://www.asg.com/Support/Customer-Support/Contact-Customer-Support.aspx</a> <i>If, due to technical problems, the numbers provided do not connect to ASG, a backup contact service is available at 1.239 224 3320 (+1.239 224 3320 internationally)</i>
Email	<a href="mailto:asgsupport@asg.com">asgsupport@asg.com</a>
Chat	<a href="https://access.asg.com">access.asg.com</a>

### 2.4 PRODUCT MAINTENANCE

ASG hosts an online Portal where customers may obtain new releases of their licensed products as well as the associated maintenance to those products. During the term of this Support Agreement, this service is available to customers 24 hours a day, 7 days a week at the following website: <https://access.asg.com>. Customers will be required to provide their credentials to sign into the Portal. Customers should contact ASG Customer Care to obtain their credentials to be able to access the ACCESS Portal, see section 2.3 for contact details. Upon successful sign in, to obtain product downloads, select the “Download” tab from the tool bar. To obtain product maintenance, customers would select the “Fixes” tab.

## 2.5 TECHNICAL GUIDANCE FOR PRODUCT UPDATES / UPGRADES & PATCHES

ASG provides technical guidance to provide new functionality (upgrades) and to correct uncovered product issues in supported products (updates and patches). Customers who have purchased the Enhanced or Premium Support Packages are eligible to receive technical guidance for product updates / upgrades and patches.

## 2.6 RESPONSE SERVICE LEVEL AGREEMENTS (“SLAS”) BY SEVERITY: (1=CRITICAL, 2=MAJOR, 3=MINOR, 4=REQUEST)

ASG uses a priority scheme with severity codes to identify critical incidents and prioritize all work accordingly.

Severity	Definition
1 (Critical)	<p><u>Production down, critical situation with no workaround immediately available</u></p> <ul style="list-style-type: none"> <li>• A Severity 1 situation can only occur in a production environment.</li> <li>• Business operations have been severely disrupted.</li> <li>• Requires dedicated customer resources to work on the issue on an ongoing basis during contractual hours.</li> </ul>
2 (Major)	<p><u>Major component of product disabled</u></p> <ul style="list-style-type: none"> <li>• Operation of product can continue in a limited fashion, though long-term productivity may be affected.</li> <li>• A major milestone is at risk. Ongoing installations affected.</li> <li>• A temporary workaround is available.</li> </ul>
3 (Minor)	<p><u>Problem with product, non-critical</u></p> <ul style="list-style-type: none"> <li>• Non-critical loss of functionality of the product.</li> <li>• Impaired operation of some components but users still can use the product.</li> <li>• Initial installation milestones are at minimal risk.</li> </ul>
4 (Request)	<p><u>How-to questions, documentation errors and enhancement requests</u></p>

Response SLAs vary by Support Package; please refer to the table in Section 1 above.

## 2.7 ACCESS TO BETA PRODUCTS

To obtain customers feedback, some ASG products/features may be made available in a Beta release prior to the products/features being made generally available to all ASG customers. Customers who have purchased the Premium Support Package may request (i) a copy of the Beta release without having to execute a Beta Program agreement and (ii) a copy of the Beta Program Report upon its publication.

## 2.8 NAMED ACCOUNT SUPPORT ENGINEER (“NASE”)

ASG appoints an ASG Customer Care team member to work with customers on an as-needed basis. During the term of this Support Agreement, the NASE (i) is a dedicated first point of technical contact for all support incidents opened by customers, (ii) interacts with the ASG engineering teams for product issues or enhancement requests raised by customers, and (iii) coordinates all resolution efforts on behalf of customers. Customers who have purchased the Premium Support Package are eligible for an appointed NASE.

## 2.9 QUARTERLY ACCESS TO ASG PRODUCT MANAGEMENT

Customers have a direct line of access to the Product Management function within ASG. The interaction is scheduled in advance and is an opportunity for customers to preview the product roadmap, provide feedback, and potentially influence the long-term direction of the product. Customers who have purchased the Premium Support Package are eligible for Quarterly Access to Product Management.

## 3. CUSTOMERS RESPONSIBILITIES

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ASG’s obligation to provide the Support Services hereunder is subject to the following:

- (i) Customers must have a dedicated technical team to get the most benefit out of the Support Services.
- (ii) Customers agrees to receive communications from ASG via email, phone, and other formats regarding the Support Services.
- (iii) Customers must promptly report to ASG any issues with ASG products and must implement all corrective procedures provided by ASG promptly after receipt of the corrective procedure.
- (iv) **Data Backup** – customers must backup all existing data and programs on all affected systems prior to the delivery of the Support Services by ASG. **ASG WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS OR LOSS OF USE OF SYSTEM(S) ARISING OUT OF THESE SERVICES.**
- (v) Customers shall not transmit to ASG any files for nonconformity diagnosis and resolution purposes which contain Personally Identifiable Information or Personal Data (each as defined in ASG’s [Privacy Policy](#)) except upon ASG’s prior written request or consent. It is Customers’ responsibility to pseudonymize or purge files of Personally Identifiable Information or Personal Data before transmitting any such files to ASG. Any Client files shall be transmitted via a secure file transfer and are checked by automated scanners beforehand to identify any malicious code. ASG shall not be held responsible for any delays in its service levels in the event Customers submit files contaminated with Personally Identifiable Information or Personal Data or malicious code. Should such contaminated file be submitted to ASG, ASG will immediately inform Customers and delete the file from its system. In the rare event, Personally Identifiable Information or Personal Data is absolutely required as a last resort for resolution of system-critical issues, the parties shall agree a data processing agreement beforehand. ASG has made available a data processing agreement under <https://www.asg.com/en/Privacy-Policies-and-Statements/Privacy-Policy.aspx>.

## 4. TRANSFERABILITY

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Customers may not transfer its rights and/or obligations under this Support Agreement to any third party, for any reason, for any length of time. For clarity, “third party” includes contractors, consultants, customers, outsourcing firms and all such similar third parties.

## 5. TERM OF SERVICE

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The “Term of Service” begins on the purchase date and continues through the end of the period for which customers have purchased the Support Package.

## 6. CHANGING SUPPORT LEVELS

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### 6.1. UPGRADING

At any time, customers and ASG may agree to upgrade customer’s Support Package, e.g., from Standard to Enhanced. The new annual Maintenance Fee from an upgrade of customer’s Support Package shall be calculated according to the following table:

Upgrade From	Upgrade To	New Annual Maintenance Fee
Standard	Enhanced	1.10x the annualized Maintenance Fee customers are currently paying
Standard	Premium	1.25x the annualized Maintenance Fee customers are currently paying



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ASG Technologies is a global software company providing the only integrated platform and flexible end to end solution for the information powered enterprise. ASG is the only solutions provider for both Information Management and IT Systems and has over 3,500 customers worldwide. To learn more visit [www.asg.com](http://www.asg.com).

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