Devolutions

SUPPORT LEVEL ADDENDUM

This Support Level Addendum (the "**Addendum**") sets forth the terms and conditions under which Devolutions inc. ("**Devolutions**", "**we**", "**us**" or "**our**") agrees to provide support services to its customers (the "**Customers**", "**you**" or "**your**") in connection with their use of our products and services. The level of support that we offer and the priority given to your request will vary based on the type of license or subscription that you purchased, the support plan that you selected (if any), and the severity level of your request.

Support Plans

The following table summarizes the different support plans that we offer with our products and services, each plan providing for a specific level of customer support and technical assistance:

		Standard Plan	Extended Plan	Premium Plan
Online Self-help Documentation[1]		✔	✔	✔
Online Forums[2]		✔	✔	✔
Email Support[3]		✔	✔	✔
Phone Support[3]			✔	✔
Hours of Availability[4] (Email)			Monday-Friday 7:00am to 10:00pm (Eastern Time – UTC-5)	Monday-Friday 7:00am to 10:00pm (Eastern Time – UTC-5)
Hours of Availability[4] (Phone)			Monday-Friday 7:30am to 6:00pm (Eastern Time – UTC-5)	Monday-Friday 7:30am to 10:00pm (Eastern Time – UTC-5) Saturday 7:30am to 6:00pm (Eastern Time – UTC-5)
Initial Response Time[5]	L1	2 Business Days	12 hours	4 hours
	L2	2 Business Days	12 hours	4 hours
	L3	2 Business Days	1 Business Day	12 hours
	L4	2 Business Days	1 Business Day	12 hours
	L5	2 Business Days	1 Business Day	1 Business Day
Support Entitlement		Anyone	Admins of products associated with an Extended Plan	Admins of products associated with a Premium Plan
Products Covered		All products	RDM – Enterprise Devolutions Server Wayk Bastion	RDM – Enterprise Devolutions Server Wayk Bastion

		Devolutions Password Hub Business	Devolutions Password Hub Business

[1] **Online Documentation** – To access our online documentation (accessible 24/7), please consult the following pages:

- Remote Desktop Manager: https://help.remotedesktopmanager.com

- Devolutions Server: https://helpserver.devolutions.net/

- Wayk Bastion: https://docs.devolutions.net/

- Devolutions Cloud: https://helpcloud.devolutions.net/

- Password Hub: https://helphub.devolutions.net/

[2] **Online Forums –** May be accessed 24/7 at https://forum.devolutions.net

[3] **Email/Phone Support –** Our customer support team may be contacted at the following coordinates:

English/French   ticket@devolutions.net (email)
                        +1 844 463.0419 (phone)

Other contact information may be found on our website at https://devolutions.net/contact.

[4] **Hours of Availability –** Except on statutory holidays applicable in the Province of Quebec, Canada

[5] **Initial Response Time – Description of Severity Levels**

- Level 1: Production application down or major malfunction affecting business and high number of staff

- Level 2: Serious degradation of application performance or functionality

- Level 3: Application issue that has a moderate impact to the business

- Level 4: Issue with limited business impact

- Level 5: Question on product or service normal usage

The reference to "Initial Response Time" means the period of time between the moment we receive your support request and the moment that we begin to process your request. It does not refer to the period of time in which your request will be fully treated or solved.

Note that Response times and Severity levels do not apply to Test and/or non-production environments.

Exclusions

The Support Plans do not include the following services and do not cover the following situations:

- Provide training to Customer or its end users on how to use Devolutions products;
- In-depth business consultation or process development;
- Migration including but not limited to:
    o Data conversion, cleansing, processing
    o Importing data from other products into Devolutions applications
    o Moving Devolutions products or data to different machines or environments.
- Support for any free Devolutions products;
- Installation and configuration of High Availability/Load Balanced instances of Devolutions products;

- Building and/or configuring the server(s) to host the Devolutions product. Including, but not limited to installation of Windows Servers, Windows Server Hotfixes, .Net Framework, MS Internet Information Server (IIS), and SQL Server. Setting up and/or configuring SQL database mirroring or high availability (such as Always On availability groups);
- Assist in the restoration of the Devolutions product when a backup is found to be incomplete, inoperable or unusable;
- Defects caused by Customer's failure to operate a product or service in accordance with our documentation or to implement recommendations, solutions or updates provided or issued by us;
- Defects or bugs which have been corrected in a product update issued by us;
- Data loss or corruption caused by incorrect use of the product or service;
- Data unavailability caused by loss of a password/encryption keys to a system that was set by Customer or its end users;
- Malfunctions, defects or failures resulting from misuse, illegal, negligent or inappropriate use of the product or service, unauthorized modification of the product or any other cause beyond our reasonable control;
- In-depth or highly technical queries, such as best practices relating to the organization of an Active Directory infrastructure, product integration or development;
- Use of our products or services with incompatible, outdated or non-supported third-party applications, technologies or hardware;
- Assistance with viruses, worms and other malware affecting the operation of our products and services;
- Assistance with firewalls or anti-virus software preventing our products and services from accessing the Internet;
- Assistance in case of a defect or failure of the system, hardware, network or third-party software used by Customer or its end users;
- System recovery or transfer in the case of server upgrades or replacement, hard disk failures, etc.;
- Assistance in case of a defect or error identified in the beta version of a product or service; and
- Creation of reports and queries.

To the extent a support request is made by Customer or its end users in respect of any of the above services or situations, Devolutions may accept at its sole discretion to provide such support upon payment by Customer of additional fees and costs agreed with us (usually on an hourly basis – please see below for applicable terms). Should an issue be investigated under normal support terms and later be found to be caused by factors mentioned in the exclusions list above, we will advise Customer accordingly and Customer will be responsible for purchasing the required professional services to correct the issue.

In the case where Customer or its end users are using an older version of our products or services, they may be required to upgrade them or to install their latest version prior to having their request processed by customer support.

Standard of Performance

Devolutions represents and warrants that customer support services will be provided in a professional and workmanlike manner in accordance with industry practice. If Devolutions fails to do so and Customer notifies Devolutions within 60 days of the date of performance, then Devolutions will, at its sole option, either re-perform the support services or refund the price paid for them (as the case may be) as Customer's sole remedy and Devolutions' sole liability for breach of this support services warranty.

Processing of Requests

We will use commercially reasonable efforts to respond to your admissible support requests within the applicable timeframe mentioned in the table above. You acknowledge and agree that the processing of your request may vary according to the complexity and volume of concurrent requests received and processed by our team, and we cannot guarantee that your request will be processed within a specific period of time. You further acknowledge and agree that your support requests may be performed in all or in part through third party consultants or subcontractors.

Excessive Use of Support Services

If Customer or its end users make excessive use of our support services or demonstrate a poor understanding of how to operate our products within their environment, we may not be able to respond to their request within the applicable response timeframe. We may also require that Customer or its end users receive training (at Customer's cost) before receiving assistance from our customer support team. Devolutions reserves the right to refuse to provide support services if Customer fails to participate in a scheduled support session more than twice.

Customer's Obligations

Customer and its end users shall provide cooperation and assistance to Devolutions in its efforts to provide the requested support. Such cooperation and assistance may include (without limitation) the timely transmission to Devolutions of accurate information or allowing remote access to Customer's environment to identify, trace or reproduce the issue. Customers and its end users are also responsible for upgrading their hardware and software infrastructure to allow a proper operation of our products.

Access to Customer Data or Machines

To the extent you allow us to import your data or to remotely access your machines for the purposes of investigating, reproducing or resolving your issue, you are deemed to authorize us to access such data and environments for these limited purposes. Although appropriate organizational and technical measures will be deployed to maintain the integrity, confidentiality and security of your systems and data while processing your request, we do not guarantee their availability or integrity and do not warrant that the process will be error-free or risk-free. You assume all risks of loss, damage or exposure resulting from such process and we assume no liability in that regard (unless caused by our gross negligence). You are also responsible to keep backup copies of your data accessed or imported by us. All imported data will be promptly destroyed after the resolution of your issue, under the supervision of a member of our security team. A confirmation of such destruction can be provided upon request.

Training or Consulting Services

All training and consulting services that are not covered by an applicable support plan may be purchased in advance on an hourly basis. A training or consulting session needs to be requested or planned at least five (5) business days in advance and may not exceed 90 minutes. Purchased hours that are not used within a period of twelve (12) months will be forfeited.

Disclaimers

DEVOLUTIONS EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED (WHETHER ARISING BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) IN RESPECT OF THE CUSTOMER SUPPORT SERVICES OFFERED TO OR PERFORMED FOR CUSTOMER OR ITS END USERS. THIS EXCLUSION OF WARRANTY IS IN ADDITION TO (AND NOT IN REPLACEMENT OF) THE WARRANTY AND LIABILITY LIMITATIONS AND EXCLUSIONS SET FORTH IN OTHER AGREEMENTS ENTERED INTO BETWEEN DEVOLUTIONS AND CUSTOMER REGARDING OUR PRODUCTS AND SERVICES.

Amendments

Devolutions reserves the right to amend or update this Support Level Addendum (including without limitation the scope of its support plans and the services offered) from time to time by posting an amended version thereof on its website.