BIZAGI EXTENDED MAINTENANCE AND SUPPORT

1. **Definitions**
   a. Capitalized terms used in this document are defined in the Glossary located at the end of this document.
   b. Capitalized terms used but not defined in this document will have the meaning assigned to them in the Software License Agreement that governs Customer's use of the Software.

2. **Bizagi Extended Maintenance and Support:** Subject to the terms described below, during the Subscription or Maintenance Term set forth in the applicable Order Form, Bizagi will provide the following maintenance services to Customer:
   a. Provision of Fixes, Major Upgrades up to Version 11.2.5, documentation updates and basic technical support.
   b. Subject to the conditions set forth in Section 4, Bizagi Extended Maintenance and Support is limited to bug resolution and fixes, critical security patches, and issues or questions resulting directly out of the operation, implementation or use of the Bizagi Software. Generic inquiries about Bizagi, general consulting services, automation assistance, or other general advice are not included.
   c. Target Initial Response Times to the Support Tickets submitted by Customer for Severities 1 and 2, as shown in Section 7 below.
   d. Unlimited Support Tickets, via Bizagi's Web-based support form only.

3. **Premium Support.**
   a. In addition to the Basic Maintenance services set forth in Section 2, if Customer purchases Premium Support, as set forth in the applicable Order Form, and subject to the limitations set forth in Section 4, Customer will receive additional support as summarized in the table below and described in further detail in this Section 3. The level of support provided will be in accordance with the level of Premium Support identified in the Order Form.

Description	Bronze	Silver	Gold
Support during standard business hours (based on Bizagi contracting entity location): 8am-5pm	Y	Y	Y
Regional Support Manager (Escalation management/Orientation planning/Regular status review meetings)		Y	Y
24x7x365 response for Severity 1 incidents (subject to target initial response times set forth in Section 7 below)			Y
Emergency telephone support for Severity 1			Y

b. Regional Support Manager:
- Customers purchasing Premium Support are assigned a Regional Support Manager ("RSM") who will work closely with Customer's Designated Contact(s) to ensure issues are addressed in the most efficient manner. The RSM performs the following activities, as applicable:
  1. **<u>Orientation and Planning Session</u>**– An initial meeting between the RSM and the Designated Contact(s) to outline all service elements and establish expectations.
  2. **<u>Status Review Meetings</u>** – a regularly scheduled call or meeting providing an overall update on all aspects of the services delivered.
  3. **<u>Escalation Management</u>** – RSM ensures that Support Tickets are escalated promptly in order to facilitate Problem Resolution.

c. Emergency Telephone Support. For Customers that purchase Premium Support – Gold, Bizagi will provide a telephone number that Customer may call 24x7x365 for Support Tickets that have been classified as Severity Level 1. The number will be provided following execution of the applicable Order Form in which Customer has purchased Premium Support Gold.

d. Level of Effort. For all levels of Premium Support, Bizagi will work continuously towards Problem Resolution for Severity Level 1 Support Tickets.

4.   Limitations on Support:
a. Support will only be provided for Bizagi-certified environments. This means that only the versions of the operating system, databases, and browsers defined in the Documentation will be supported.
b. If Customer is using a version of the Software with operating systems or other third-party components that are not certified for such version, Bizagi's sole obligation with respect to the prevention of security vulnerabilities will be to suggest (when possible) mitigation mechanisms to prevent such security vulnerabilities.
c. Support is limited to migration from Version 10.7 of the Software or later to the most recent version of the Software or to Bizagi's Cloud Services platform. For clarity, Bizagi will not provide support or resolution of Problems that arise during migrations to intermediate versions of the Software.

5.   Severities:
Severity Levels are assigned based on the description set forth in the table below.

Severity Level	Description	Example
1	Problem results in the Software being completely inaccessible in a Production Environment.	• Customer's business operations have been severely disrupted as a result of the loss of the use of the Software. • The Problem has a critical business impact and the situation is an emergency.

2	Problems which result in (a) a Production Environment of the Software being severely compromised or (b) issues with a non-production environment that prevents deployment or staging.	• Operations can continue in a restricted fashion, although long-term productivity might be adversely affected. • Important Bizagi features are unavailable with no acceptable Workaround, but some or all users can still use partial functionality of the Software. • The Problem has a serious business impact causing a material degradation of the Software. • A major milestone is at risk because of problems with the Software. Ongoing and incremental installations are affected.
3	Problems which cause a minor loss of the Software.	• Non-critical issues • Problems causing a delay in project delivery • Problems causing an inconvenience, but which has a workaround available
4	General Product Questions	• Requests for information, enhancements, clarifications to the documentation, etc. • Software not affected • Cosmetic issues, including errors in the Documentation

6. **Designated Contact Responsibilities and Requirements:**
a. The Customer is entitled to create a support account for its Designated Contact(s) that will enable them to submit Support Tickets. Designated Contacts must be available to assist Bizagi in the diagnosis, analysis, and resolution of Errors.
b. Customer's Designated Contact(s) shall be responsible for:
- Submitting Support Tickets to the Bizagi Support Center using their username and password;
- Reproducing Errors so that Bizagi can attempt to resolve them. The Designated Contact agrees to cooperate and work closely with Bizagi Support Personnel to reproduce Errors, including conducting diagnostic or troubleshooting activities as requested and appropriate;
- Overseeing Customer's support case activity;
- Executing proposed action plans; and
- Resolving password reset, username and lockout issues for Customer.

7. **Submission and Handling**:

a. Bizagi provides the Customer with the tools necessary to perform an independent initial diagnosis prior to submitting a Support Ticket. Customer should perform such independent initial diagnosis so that it can provide Bizagi with sufficient information to resolve the Error once the Support Ticket is submitted.

b. The Designated Contact(s) are responsible for reporting any Error encountered to Bizagi by submitting a Support Ticket to Bizagi Support Center.

c. Once a Support Ticket has been submitted the Bizagi Support Personnel will characterize it as described in Section 8.

d. Having determined the Support Ticket's Severity Level a support engineer will work with Customer to assess the Error and begin troubleshooting. This may involve any of the following actions:

- Requests for more information;
- Reproduction of the Error;
- Requests for the Bizagi Support Personnel to be granted remote access;
- Requests for the Customer to install hotfixes or an upgraded version of the Bizagi Software;
- The implementation of a Workaround;
- Testing of a Fix in a non-production environment; and

e. Reproducible Errors that cannot be resolved after initial troubleshooting steps have been performed will be escalated to a senior engineer for further investigation and analysis.

f. Customer agrees to cooperate with requests that support Error determination and resolution. Failure to facilitate the actions mentioned above will impact Bizagi's ability to troubleshoot the issue and may result in the Support Ticket case being closed. Customers will ensure that no confidential or personal data resides on the databases shared or granted remote access as part of the problem resolution process.

8. **Target Initial Response Times:**

Subject to the limitations set forth in Section 4, Bizagi will use commercially reasonable efforts to respond to each Support Ticket within the appropriate "Initial Response Times" as further described in the table below, which shall be measured starting at the time the Support Ticket is submitted by Customer and ending at the time that Bizagi Support Personnel has provided a response via the Bizagi Support Center. Such response will be based on the Bizagi Support Personnel's initial analysis of the Support Ticket submitted by the Customer and may include without limitation: (a) a request for additional information from the Customer; (b) a request to conduct a remote session to further diagnose the reported Error; or (c) in the event no additional information is needed from the Customer to resolve the Support Ticket, acknowledgement of Bizagi's receipt of the Support Ticket:

Severity Level	Basic Support	Premium Gold	Premium Silver	Premium Bronze
Severity 1	1 business day	1 Hour	2 Hours	3 Hours
Severity 2	5 business days	2 Hours	4 Hours	8 Hours
Severity 3	N/A	1 Business Day	2 Business Days	3 Business Days
Severity 4	N/A	2 Business Days	3 Business Days	4 Business Days
Support Hours	*Standard Support Hours Severity Levels 1-4*	*24x7x365 for Severity Level 1, Standard Support Hours – Severity Levels 2, 3,4*	*Standard Support Hours – Severity Levels 1-4*	*Standard Support Hours Severity Levels 1-4*

9. **Characterization of Support Tickets:**

Taking into account the description of the Severity Levels set forth in Section 4, the Customer must in good faith designate the Severity Level upon submission of the Support Ticket. Following submission of the Support Ticket, the Bizagi Support Personnel will review the Severity Level designated by the Customer and either (a) confirm the Severity Level; or (b) change the Severity Level designated by Customer if the Bizagi Support Personnel determines in good faith that the Customer's designation is incorrect. In the event Bizagi changes the Severity Level as set forth above, Bizagi will inform Customer of any such change in its initial response to the

Support Ticket.

10. **Problem Resolution:**
    a. Subject to the limitations in Section 4, Bizagi shall use commercially reasonable efforts to resolve each Support Ticket as soon as reasonably practicable. Actual resolution time will depend on the nature and complexity of the Support Ticket, the process for implementing a resolution, and the Customer's cooperation with Bizagi Support Personnel. A resolution may consist of a Fix, Workaround or other solution in Bizagi's sole and reasonable determination.
    b. If Bizagi believes, in good faith, that a Problem reported by Customer is not due to an issue with the Bizagi Software, Bizagi will notify Customer. At that time, Customer may (i) instruct Bizagi not to pursue the Problem or (ii) request that Bizagi proceed with Problem determination and resolution. In the event Customer requests that Bizagi proceed in accordance with the preceding sentence, Customer agrees to pay (at Bizagi's then-current professional services rates) for any work performed by Bizagi investigating a Problem that was ultimately determined not to be due to an issue with the Bizagi Cloud Services.

11. **Support Ticket Closure:**
    a. Support Tickets will be closed in the following circumstances:
        • If Bizagi has attempted to contact Customer regarding a Support Ticket three (3) times over a ten (10) day period without receiving a response from Customer;
        • If Customer has confirmed that the Problem has been resolved;
        • If Customer is not entitled to receive support from Bizagi.
    b. Customer will receive an email after each Support Ticket is closed.
    c. If a Support Ticket is closed, and Customer needs further assistance with the same Problem, Customer must submit a new Support Ticket.

12. **Exclusions**: In addition to the limitations set forth in Section 4, Bizagi's obligations set forth herein shall not apply to any Problems:
    a. resulting from modifications or enhancements to the Software made by any individual or company other than Bizagi;
    b. caused by the Customer's negligence, abuse, misapplication or misuse of the Bizagi Software;
    c. caused by factors outside of Bizagi's reasonable control; or
    d. resulting from third-party hardware or software used in conjunction with the Bizagi Software.

GLOSSARY

1. **Bizagi Support Center**: means Bizagi secure support site, through which Customers may access open Support Tickets and report their Errors or Problems related to the Bizagi Software.

2. **Bizagi Support Personnel**: means the Bizagi representatives responsible for handling Support Tickets.

3. **Designated Contact**: means the individuals designated by Customer and trained in the Bizagi Software who will be authorized to submit Support Tickets to Bizagi Support Center.

4. **Documentation**: means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, or technical or other components, features or requirements, of the Services, which are available at http://help.bizagi.com/ or any other URL as may be provided to Customer from time to time.

5. **Error(s) or Problem(s**): shall mean one (1) or more reproducible deviations in the standard, unmodified Bizagi Software from the applicable specifications shown in the Documentation. The terms "Error(s)" and/or "Problem(s)" are used interchangeably throughout this Schedule.

6. **Fix**: means the repair or correction of, or resolution to a Problem.

7. **Maintenance Release**: shall mean a small Software update that improves the functionality of the Software and does not contain any new significant features or enhancements. Maintenance Releases are represented by the number that goes after the second decimal point in the version number. For example, 10.1.1, 10.1.2 and 10.1.3 are maintenance releases of version 10.1.

8. **Major Upgrade**: shall mean new releases of Bizagi Software which significantly enhance the Software with qualitative changes in functionality and usability, and major changes in features, functions or performance, and is designated by a higher number located one digit to the left of the decimal (e.g., from version 10.0 to 11.0).

9. **Minor Upgrade**: shall mean a successor version of the Software which improves functionality, and minor changes in features to the Software and which is designated by a higher number located one digit to the right of the decimal (e.g., from version 10.1 to 10.2);

10. **Standard Support Hours**: 8.00 am to 5.00 pm Monday to Friday, excluding public holidays.

11. **Severity Levels**: means the level of impact an Error is having on the Customer's operations and is used to establish Target Initial Response Time

12. **Step**: A Step is any shape in a process diagram, except for the start and the end shapes.

13. **Support Ticket**: means a report of an Error or Problem submitted through the Bizagi Support Center.

14. **Support Ticket Number**: shall mean the identification and tracking number generated by Bizagi and provided to Customer to allow registration and tracking of a Customer's Support Ticket.

15. **Target Initial Response Times**: Bizagi will use commercially reasonable efforts to respond to each Support Ticket within the applicable response time as further described herein.

16. **Workaround**: means a method or technique to temporarily overcome a Problem in order to restore the use of the Bizagi Software.