

# BITeamwork

Annotate | Collaborate | Socialize

## MAINTENANCE AND SUPPORT SERVICE LEVEL AGREEMENT

Art of BI Software, LLC (“We”, “Us”, or “Our”) offers annual support and maintenance services (“Support Services”) to its customers (“Customer(s)”, “Licensee(s)”, “You”), who have purchased a license for BITeamwork (“Product”, “Software”) under this Support and Maintenance Agreement (“Agreement”). The services provided and the policies under which the services are rendered are described in this document.

### 1. MAINTENANCE AND SUPPORT SERVICES

We will provide support and maintenance services to Licensees of Our Software, which is licensed under either the BITeamwork Master Perpetual License Agreement or the BITeamwork Master Subscription License Agreement (“License Agreement”). All support features listed below are available only for the Support and Maintenance Term plus any extensions or renewals, and such support features will become unavailable immediately upon termination of this Agreement.

Support and maintenance includes the following features:

- Unlimited ticket-based priority support
- Guaranteed response within 2 business days
- All issues addressed by senior support engineers
- Issue escalation to product development team
- Hot Fixes (emergency patches in the event of bugs)
- Remote troubleshooting

Access to these support features, except for phone support, shall be initiated via the Internet using the following web portal, <http://artofbi.zendesk.com>.

### 2. FEES

Customers may subscribe to this Agreement by paying the annual support and maintenance fee (“Support Fee”). For a Perpetual License, the Support Fee for each one-year term shall be due and payable no later than 30 days after Licensee’s initial License Agreement execution date or the subsequent anniversary date of the License execution date. For a Subscription License, the Support Fee is included in the Subscription License Fee due at the anniversary date of the Customer’s Subscription License order date, which is usually the same as the Subscription License execution date. Customers purchasing additional software licenses, per-server or per-user, during the current License term may be required to pay additional Support Fees.

### 3. TERM

This Agreement will automatically terminate: (i) upon termination of the software License Agreement; or (ii) in the event that Customer fails to pay the then current Support Fee when due. The current and last versions of the Product are the supported versions of the Product unless otherwise noted.

### 4. SUPPORT AND MAINTENANCE SERVICES

4.1. Hours of Availability. Access to all web-based support features (online documentation, FAQ, ticket systems and help forums) are generally available 24 hours per day, 7 days a week, 365 days a year barring unforeseen interruptions in Internet service or planned exceptions by Us. Any planned exceptions to the availability of support services will be communicated on the Product website as far in advance as possible.

4.2. Software Releases. Support services include access to point releases, updates, upgrades, Service Packs (minor patch releases resolving critical bugs) and/or enhancements of the Software. As We make available software releases, We reserve the right, at Our sole discretion, to discontinue or modify the terms and

conditions of support for non-current releases and versions of the Product.

4.3. Excluded Services. Excluded from the coverage of this Agreement are services resulting from misuse or modification of the Software by the Customer, failure of any host servers or software, failure or interruption of any electrical power, or any accident or other cause external to the Software, including, but not limited to problems or malfunctions related to Customer's network, database, third party software products, and/or computer configurations or Customer's hardware. Such excluded services, and additional professional or consulting services such as training, setup and technical integration may be contracted separately per the terms stated in the License Agreement.

4.4. Customer's Responsibilities. Customer is responsible for (i) notifying Us of all problems for which Customer requires assistance, and (ii) allowing, if necessary, access to the Software, and (iii) the assistance from one of the Customer's qualified personnel, so that We can perform Support Services hereunder. Customer is responsible for all hardware, operating systems, network setup, host applications, network maintenance and setup and use of any file access control systems required in the support of the Software. Customer may be required to grant Us certain limited access rights to Customer's proprietary computer systems in order that We may render Support Services. Customer is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software. If We determine, in Our sole discretion, in responding to a Customer request for support, that the solution is provided in available media (including, but not limited to, the documentation, Frequently Asked Questions, tutorials and examples, websites or support forums), We may direct Customer's personnel to the appropriate media for the solution to the problem.

#### 5. LIMITED WARRANTY

WE WARRANT THAT THE MAINTENANCE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS. WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS SUPPORT AND MAINTENANCE CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF ANY KIND RESPECTING ANY MAINTENANCE SERVICES PERFORMED HEREUNDER OR ANY MATERIALS FURNISHED HEREUNDER.

#### 6. LIMITATION OF LIABILITY

OUR CUMULATIVE LIABILITY TO CUSTOMER FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS SUPPORT AND MAINTENANCE CONTRACT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE SUPPORT FEES PAID WITHIN THE PRIOR YEAR. IN NO EVENT WILL WE BE LIABLE TO CUSTOMER FOR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

Should you have any questions concerning this agreement, please contact us at [support@biteamwork.com](mailto:support@biteamwork.com)