



TERMS AND CONDITIONS APPLYING TO ANNUAL SUBSCRIPTION PROVIDING SEMAPHORE MAINTENANCE AND SUPPORT SERVICES

The terms and conditions set forth herein (“**Support Terms**”) are supplemental to (a) any Order Document that incorporates this document by reference and (b) any other terms and conditions incorporated by reference in the Order Document, including, without limitation, the Software License and Services Agreement or any other license agreement expressly referenced in the Order Document (“**Agreement**”). “**Order Document**” means the document executed by Progress Software Corporation (or its Affiliate) (“**Supplier**”) and the party making the purchase (“**Customer**”), pursuant to which Customer orders and Supplier accepts to supply Software and/or Support. In the event of any conflict by and among the Agreement, Order Document and/or these Support Terms, the order of precedence will be: first, the Order Document; second, these Support Terms; and third, the Agreement. Any capitalized terms used but not defined in these Support Terms will have the meaning ascribed to them in the Order Document or Agreement.

1. Definitions

The following additional definitions apply for the purposes of these Support Terms:

“**Software Incident**”: means an unplanned interruption to the Software or a reduction in the quality of the performance of the Software or the Software behaves in a way which is not in accordance with the Documentation. A Software Incident shall not be deemed to have occurred if (i) the behavior of the Software has been caused directly or indirectly by the actions (negligent or otherwise) of Customer if such actions are in contravention of advice given in product literature or directly from Supplier’s authorized service personnel, ii) hardware failure or malfunction, external causes such as electric power fluctuations or failure or by some other factor beyond the reasonable control of Supplier; (iii) Customer does not make reasonable efforts to solve the Software Incident after consulting with Supplier, or Customer does not provide Supplier with sufficient information (sufficiency in such case being that the behavior may be reconstructed by Supplier) to assist in the correction of the Software Incident; or (iv) the Software has been modified or damaged by someone other than Supplier or someone not acting under Supplier’s direct supervision. Software Incidents shall be categorized in accordance with the parameters laid out in Table A of this document.

“**Environment Support Incident**”: means any unplanned interruption to the environment (hardware; operating system; integration code; any connected system such as content management system or search engine) or a reduction in the quality of the performance of the environment that is not caused by the Software.

“**Infrastructure services**”: means any work undertaken on the environment in which the Software is present or connected, but which is not related to a Software Incident or an Environment Support Incident.

“**Known Error**”: means the cause of one or more Software Incidents.

“**Request For Information**”: means an enquiry by a Customer concerning the Software and any of Supplier’s published Documentation which accompanies the Software or Training.

“**Documentation**”: means the documentation and materials supplied with the Software by Supplier to Customer.

“**User Education**”: means responding to queries regarding Supplier’s supplied Documentation and how the Software operates, or how to use the Software.

“**Training**”: means approved training services provided by Supplier to Customer.

“**Product Enhancement Request**”: means a request for new product functionality.

“**Named Technical Contact**”: means an employee of Customer trained at Customer’s cost and expense by Supplier in the administration and use of the Software.

“**Response Time**”: means the time taken by Supplier to start investigating the cause of an Incident, measured from the point in time at which the issue was first reported to Supplier by Customer or the following business day if the issue was not reported within the operating times of the manned technical support desk.

“**Resolution Time**”: means the time taken by Supplier to implement a resolution to a Software Incident, which in relation to the Software Incident can consist of either a Workaround, Fix or a Patch, measured from the point in time at which the Software Incident was first reported to Supplier by Customer or the following business day if the Software Incident was not reported within the times of the manned technical support desk.

“**Fix**”: means the permanent correction of the Software Incident within a new released version which results in the Software behaving consistently as documented.

“**Patch**”: means the permanent correction of the Software Incident as an addition to a released version which results in the Software behaving consistently as documented.

“**Software**”: means the applications, modules patches and other binary code, as the case may be, as supplied by Supplier to the Customer and described in the Order Document and thereafter supported by Supplier under the terms and conditions laid out herein.

“**Software Upgrade**”: means a new release of the current version of the Software which corrects Known Errors, adds functionality and other robustness and resilience features or otherwise amends or upgrades the Software, but which does not constitute a new version of the Software.



“**Workaround**”: means reducing or eliminating the impact of the Software Incident for which a full resolution is not yet available.

2. Maintenance and Support Services

The Maintenance and Support Services shall comprise the following:

(i) Supplier will provide Customer support services 24 hours a day 7 days a week;

(ii) Supplier shall use reasonable endeavours to respond to a request for Maintenance and Support Services in accordance with Table A of these Support Terms;

(iii) If Supplier confirms the Software Incident, reported by Customer, in the Software, Supplier shall use reasonable efforts to remedy the Software Incident by correction of the Software; and

(iv) Supplier will, at its sole discretion, issue Software Upgrades to Customer from time to time.

Issue severity classifications and targeted response and resolution times for the Maintenance and Support Services are set out in Table A below.

3. Customer obligations

Customer shall ensure that it nominates a maximum of two Named Technical Contacts and shall provide contact details for these individuals (including email addresses). Customer shall ensure that these contacts and its other personnel who use the Software receive adequate training.

When providing information for a Maintenance and Support Services request, Customer should only provide to Supplier information that is required to provide Maintenance and Support Services and which is cleared of confidential or other sensitive information. Supplier does not require Protected Health Information (PHI), Payment Card Industry (PCI) information, or Personally Identifiable Information (PII) to provide Maintenance and Support Services and Customer should not forward any of such types of information to Supplier in connection with a Maintenance and Support Services request. At all times, information provided to Supplier in the course of Maintenance and Support Services will be handled in accordance with the Privacy Policy available here: <https://www.progress.com/legal/privacy-policy>.

Requests for Maintenance and Support Services may only be made by a Named Technical Contact. A request for Maintenance and Support Services shall be made via Supplier’s Customer Portal and must be accompanied by details of the Software Incident, all relevant messages and the circumstances in which the Software Incident arose. Customer shall provide further information relating to the Software Incident as Supplier shall reasonably require.

Customer shall maintain a log of all Software Incidents and errors that may arise in its use of the Software and make this log available to Supplier whenever a request for Maintenance and Support Services is made.

Customer shall operate the Software in accordance with Supplier’s recommendations and shall not modify the Software whatsoever.

Customer shall operate the latest Software Upgrade of the Software wherever possible. Supplier shall not be obliged to correct errors which would not have occurred if Customer had been operating the latest Software Upgrade.

Customer shall at all times: ensure that its employees and other independent contractors cooperate with Supplier in relation to the provision of the Maintenance and Support Services; promptly furnish to Supplier such information and documents as Supplier may reasonably request for the proper performance of its obligations under the Order Document and Agreement; procure copyright and other appropriate licenses or consents where necessary for the provision to or use by Supplier of any material, software, code, data or information provided to Supplier pursuant hereto; provide to Supplier any material, software, code, data or information reasonably required by Supplier for the purposes hereof; and allow Supplier, at all reasonable times, such access to Customer’s premises and computer systems as may be necessary for Supplier to perform the Maintenance and Support Services.

4. Further terms:

The Maintenance and Support Services apply in respect of the Software only and do not extend to other software or systems operated by Customer.

Supplier shall not be obliged to provide Maintenance and Support Services in respect of any releases of the Software other than Supplier’s then current release and the release immediately prior to Supplier’s then current release.

The Maintenance and Support Services do not apply in respect of any Environment Support Incidents except if such incident is caused by a Software Incident.

The Maintenance and Support Services do not apply in respect of Infrastructure Services and do not extend to configuring; advising; implementing; managing; diagnosing or otherwise supporting other software or systems operated by Customer.

Environment Support Incidents and Infrastructure Services (“**Additional Services**”) are provided outside the scope of these Support Terms.

All Additional Services are governed by a Change Order. Time spent on Additional Services may be drawn against unused time for an existing Master Service Agreement, Statement of Work, or other existing agreement between Customer and Supplier governing Supplier’s performance of professional consulting services to Customer, or by Customer approval of a Change Order. It is agreed that a Customer authorized Change Order is sufficient to allow Supplier to raise a valid invoice for payment by Customer. Notwithstanding the foregoing, if Customer and Supplier are not already parties to an agreement specifying the terms and conditions associated with Supplier’s performance of professional services, then, in addition to the completion of a Change Order, Supplier may condition the performance of Additional Services on the completion and mutual execution of such agreement.



Additional Services; Assessing whether the reported incident is a Software Incident or to be treated as the provision of Additional Services requires investigation and diagnosis prior to determining its type. All time spent on Additional Services is chargeable at Supplier standard or Customer negotiated rates. As soon as it is reasonably apparent that a reported incident is not a Software Incident and relates to Additional Services Supplier support personnel will identify this situation to Customer and request a written Change Order requesting authorization from Customer to proceed. This Change Order will cover all the time spent on the reported incident.

Invoices for Additional Services will be issued at the end of each calendar month, and payment is due 30 days from receipt of invoice.

Solely to enable Supplier to perform the Maintenance and Support Services and any Additional Services to Customer, Customer agrees that Supplier may obtain and store information about Customer, Customer's business and Customer's employees and directors (the "**Customer Information**"). Further, Customer agrees that Supplier may disclose Customer Information to its Affiliates and to third parties, including resellers, insurers, associated companies, agents and sub-contractors.

Supplier reserves the right to update these Support Terms from time to time by posting a revised version at <https://www.progress.com/legal>. In the event Supplier revises these Support Terms in a manner that would result in a significant reduction in the level of the Maintenance and Support Services provided for the Software, or Supplier designates the Software as End of Life (EOL) and discontinues Maintenance and Support Services for the Software, then such changes will not apply during any then current annual Maintenance and Support Services period purchased by Customer ("**Current Annual Maintenance Period**"). Such changes will take effect at the start of the annual Maintenance and Support Services period

immediately following Supplier's release of the updated Support Terms ("**Next Annual Maintenance Period**") or, in the case of discontinuation of Maintenance and Support Services due to the Software EOL status, at the expiration of the Current Annual Maintenance Period. Supplier's disclaimer of any obligation to provide Maintenance and Support Services in respect of prior releases of the Software will not be construed as a discontinuation of Maintenance and Support Services pursuant to this paragraph or the subparagraphs below. If Customer has prepaid to Supplier one or more annual Maintenance and Support Services periods beyond the Current Annual Maintenance Period, then the following applies:

- (i) If Supplier revises or updates these Support Terms in accordance with the preceding paragraph and Customer does not agree with the revisions, then Customer may terminate the prepaid annual Maintenance and Support Services periods, and obtain a prorated refund of the annual maintenance and support fees Customer has paid for the unused portion of the prepaid annual Maintenance and Support Services periods beyond the Current Annual Maintenance Period, by providing Supplier written notice of such termination within thirty (30) days of the commencement of the Next Annual Maintenance Period.
- (ii) If Supplier has discontinued Maintenance and Support Services for the Software due to the Software EOL status, then Supplier reserves the right, at any time at or after the expiration of the Current Annual Maintenance Period and upon written notification to Customer, to cancel Customer's prepaid annual Maintenance and Support Services periods and refund to Customer the unused portion of the prepaid annual maintenance and support fees as of the date Supplier provides such written notification.

Table A

Incident Severity Level	Incident Description	Incident Categorization	Target Response Time	Target Resolution Time
1	Incident renders core functionality inoperative. No Workaround exists. Incident impacts on service to Customer's customers.	Incident	1 hour	1 day
2	Incident renders part of the core functionality inoperative but does not stop the remaining Software modules functioning. Incident impacts on service to Customer's customers	Incident	1 hour	2 days
3	An Incident which has little impact on productivity, for which a Workaround exists.	Incident User Education Documentation Query Training Product Enhancement Request	1 hour	Next software upgrade

4	Cosmetic Incidents. Manual / instruction / training Incidents. Enhancement requests. Training requests.	Incident User Education Documentation Query Training Product Enhancement Request	1 hour	At Supplier's discretion
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*All references to "Incident" in the table above are deemed to refer to a Software Incident.