



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.

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
24/7 Community Forum, Knowledge Base and Online Help documentation	✓	✓	✓
Online Forum Support Mon-Fri 7:30am-6:00pm (Eastern Time – UTC -5) (English / French / German)	✓	✓	✓
Email Support Mon-Fri 7:30am-6:00pm (Eastern Time – UTC -5) (English / French / German)	✓	✓	✓
Live Chat Support Mon-Fri 7:30am-6:00pm (Eastern Time – UTC -5) (English / French)	✓	✓	✓
Phone Support (1 844.463.0419) Mon-Fri 7:30am-6:00pm (Eastern Time – UTC -5) (English / French)		✓	✓
24/7 Email & Online Forum support			✓
24/7 VIP access to Customer Portal			✓
VIP dedicated direct Slack or Teams Channel			✓
Dedicated Customer Success Manager			✓
Professional consulting services, security guidance and training (6 hours / year)¹			✓
Support Entitlement	Admins of products	Admins of products	Anyone



		Standard Plan		Extended Plan		Premium Plan	
Email and Online Forum Support Initial Response Time ²	Severity Levels	Monday-Friday	Saturday-Sunday	Monday-Friday	Saturday-Sunday	Monday-Friday	Saturday-Sunday
<i>Please refer to the table below for a description of each severity level</i>	Critical	48h	N/A	6h	N/A	4h	4h
	High	48h	N/A	12h	N/A	4h	8h
	Moderate	48h	N/A	Next business day	N/A	8h	Next day
	Low	48h	N/A	Next business day	N/A	Next day	Next business day

¹ **Professional consulting services** are provided exclusively remotely and are limited to 6 hours per year (up to 3 sessions, each not exceeding 120 minutes). Unused hours in a given year cannot be accumulated and carried over to the following year. A consulting session must be requested or planned at least five (5) business days in advance. To prevent potential misuse of consulting services, we reserve the right to decline certain services that fall outside the scope of this Support Level Addendum or that are explicitly excluded.

² **Initial Response Time** for email and online forum support requests means the period of time between the moment we receive your support request and the moment that we begin to process it. It does not refer to the period of time in which your request will be fully treated or solved. For Standard and Extended plan users, support requests submitted during the weekend are considered received on the following Monday. Please note that our development and engineering teams operate from Monday to Friday, between 9:00 AM and 5:00 PM (Eastern Standard Time). If your inquiries require technical assistance that cannot be easily resolved by our customer support team, there may be additional delays to solve your issue.

Initial response time framework

The table below outlines our approach to prioritizing and allocating resources in a manner that considers the severity of the impact and the time sensitivity required for addressing incidents or issues, to provide you with a better understanding of the factors influencing our initial response time framework.

		IMPACT ON BUSINESS		
		SYSTEM WIDE Entire business, unit or department	MULTIPLE USERS Moderate number of users	SINGLE USER One single user
U R G E N C Y	HIGH: Serious degradation of performance or functionality resulting in inability to carry out essential work functions, with no possible workarounds or alternative solutions.	<u>CRITICAL</u>	<u>HIGH</u>	<u>MODERATE</u>
	MODERATE: Incidents or issues affecting certain work functions or causing a noticeable impact on productivity, but with possible workarounds or temporary solutions to mitigate the disruption.	<u>HIGH</u>	<u>MODERATE</u>	<u>LOW</u>
	LOW: Incidents or issues with a minor or no impact on operations or productivity.	<u>MODERATE</u>	<u>LOW</u>	<u>LOW</u>



Please 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 (except for Premium plan users);
- In-depth business consultation or process development (except for Premium plan users);
- Installation and configuration of High Availability/Load Balanced instances of Devolutions products (except for Premium plan users);
- Migration including but not limited to:
 - Data conversion, cleansing, processing
 - Importing data from other products into Devolutions applications
 - Moving Devolutions products or data to different machines or environments.
- 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 initial response time mentioned in the table above. You acknowledge and agree that the subsequent 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 resolved 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, voluntarily declare a false severity level, or fail to participate in a scheduled support session more than twice, we reserve the right to limit or restrict the number of support cases that may be opened or treated by Customer or to lower the processing priority of its request. If Customer demonstrates a poor understanding of how to operate our products within its environment, we may require that Customer or its end users receive training (at Customer's cost) before receiving assistance from our customer support team.

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.

Protection of Customer Data

Should we need to access or process your data for the purpose of providing you the requested services or support, we will maintain administrative, physical, and technical safeguards in accordance with industry standards to keep your data safe and secure and to protect its confidentiality and integrity. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification, deletion or disclosure of your data by our personnel except (a) to provide the requested services or to address your technical problems, (b) as compelled by law or a judicial order, or (c) as otherwise instructed by you in writing. Our [Security and Compliance](#) page, as updated from time to time, provides further details on our security measures and certifications.

By submitting data through our support channels, you give us the right and permission to access, use, process, store, copy, distribute, display and retrieve your data for the sole purposes of providing you the requested services, processing your support requests, or complying with your other specific instructions.

If we access or process any personal data in the course of providing our services or responding to your support requests, the terms of our [Data Processing Addendum](#) also apply to the processing such personal data.

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.