

## WaveMaker Support Policy

- 1. **Definitions**: Capitalized terms used herein without definition have the meanings given to them in the Commercial License and Support Agreement (CLSA) between WaveMaker and Company. "Designated Contacts" has the Support meaning given in the Section below. "Incident" means a problem faced by the Company while using WaveMaker Software and reported through its Designated Support Contacts, that could be classified as a Software Error (after appropriate troubleshooting) or closed with a satisfactory answer. Incidents reported are managed through a software ticketing system. "Minor Release" means a new version of the Software released by WaveMaker to its end user customers generally, during the License Term, which is identified by a new numeral to the right of the decimal point (e.g.,
  - "Major Release" means a new version of the Software released by WaveMaker to its end user customers generally, during the License Term, which is identified by a new numeral to the left of the decimal point (e.g., 4.0).
  - "Release" means a Major Release or a Minor Release. "Software Error" means a failure of the WaveMaker Software to conform to the specifications set forth in other WaveMaker materials, resulting in the inability to use, or restriction in the use of Software, unless a Software Fix is
  - "Software Fix" (also referred to as a patch or update) means either a software modification or addition that, when made or added to WaveMaker Software, corrects the Software Error, or a procedure or routine that, when observed in the regular operation of Software, eliminates the practical adverse effect of the Software Error on Company. A Software Fix may be designated as "Critical" or "Non-critical" at WaveMaker's sole discretion. "Support Period" shall mean the period of time during which Company subscribes for and WaveMaker provides Support Services under this Support Policy. "WaveMaker Software" or "Software" includes products for which the Company purchased support.
- 2. <u>Support Obligations</u>: This policy details WaveMaker's Support Services obligations to Company based on the level of Support Services set forth in the relevant Purchase document (WaveMaker Quote and Order Form).
- 3. <u>Incident Reporting</u>: The Technical Support Contacts may report Incidents by any one of the following means, during the Support Period:
  - 1. E-Mail: The support email provided to the Company and not the personal email ID of any person at WaveMaker.
  - 2. Telephone: Available during standard service hours to Designated Support Contacts of the Company.
  - All forms of Incident reports can be tracked through email or the WaveMaker Support Portal.
- 4. <u>Incident Classification</u>: Company shall reasonably determine the priority level of Incident, as per the following definitions:

Level	Severity	Definition	
1	Critical	Production system is fully down or there is substantial loss of service that impacts work. The situation can be described as an emergency.	
2	Major	Important features are unavailable causing major impact although restricted operation is possible. Some or all users may be affected.	
3	Minor	Minor loss of service causing inconvenience, but no loss of data when functionality is restored; a workaround may fix the error at least temporarily.	
4	Question	Information request or clarification on a function or newly deployed feature; no loss of service is experienced.	

An incident in turn might result in a Software Error and may need a Software Fix by the product engineering team delivering the Software.

5. <u>Response</u>: If a Software Error has been corrected in a Minor Release, Company must install and implement the applicable Minor Release within a 3-month period. If such Software Error has not been corrected in a Minor



Release, the Software Fix may be provided in the form of a temporary fix, procedure or routine, to be used until a Minor Release containing the correction is available. While not making a guaranty or warranty, WaveMaker will make commercially reasonable efforts to respond to Software Error reports within the time frames outlined below.

Level	Severity	Premium Support, Targeted Response Time*
1	Critical	2 business hour(s)
2	Major	4 business hour(s)
3	Minor	1 business day(s)

<sup>\*</sup>Response Time is defined as time (within the applicable Technical Support Zone) for first contact by WaveMaker back to Company with regards to and after receiving an Incident report.

6. <u>Technical Support Zones</u>: WaveMaker provides technical support under the 'follow the Sun model' from its global Technical Assistance Centers (TAC) spread across time zones.

Zone	Normal Business Hours	Suitable for Customers of
Zone 1 (US zone)	7am – 4pm PST	US, Canada, Latin America, South America, Australia
Zone 2 (Asia zone)	9am – 6pm IST	India, South East Asia, Middle East
Zone 3 (EU zone)	9am – 6pm GMT	Europe, Africa

- 7. Conditions for Providing Support: WaveMaker's obligation to provide Support Services is conditioned upon the following: (a) Company makes reasonable efforts to correct the Software Error after consulting with WaveMaker; (b) Company provides WaveMaker with sufficient information and resources in timely manner to correct the Software Error either at WaveMaker's customer support center or via remote access to Company's site or application, as well as access to the personnel, hardware, and any additional software involved in discovering the Software Error; (c) Company promptly installs all Minor Releases and critical Service Packs; and (d) Company procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software and allow WaveMaker to provide the Support Services. If Company requests that any Support Services be provided onsite, Company shall compensate WaveMaker on a time and materials basis at WaveMaker's then-current rates for performing such Support Services.
- 8. <u>Designated Support Contacts</u>: The WaveMaker customer support center will provide telephone and/or webbased support for the designated contacts of Company who have attended WaveMaker's technical support training program ("Designated Support Contacts"). The Designated Support Contacts will be provided access to WaveMaker Support Portal on the web, provided for incident reporting and tracking. Company may modify its Designated Support Contacts at any time with written notification to WaveMaker during which Company is authorized to receive Support Services. Designated Support Contacts will be the only interface to the WaveMaker customer support center.
- 9. Exclusions from WaveMaker's Support Services: WaveMaker is not obligated to provide Support Services in the following situations: (a) the Software has been changed, modified or damaged (except if under the direct supervision of WaveMaker); (b) the Software Error is caused by Company's negligence, hardware malfunction or other causes beyond the reasonable control of WaveMaker; (c) the Software Error is caused by third party software not licensed through or supported by WaveMaker; (d) Company has not installed and implemented critical Service Packs or recent Minor Release(s) so that the Software is a version supported by WaveMaker; or (e) WaveMaker has not been paid the support services fees when due. In addition, WaveMaker's obligations do not cover business processes authored using the Software.
- 10. <u>Releases Supported</u>: WaveMaker shall have no obligation to support or maintain any version of the Software except (i) the then most current Release of the Software (the "Current Release"), (ii) the Release immediately



- preceding the Current Release, and (iii) any Release first released in the twelve (12) months preceding any request for support.
- 11. <u>Termination of Support Services</u>: To the extent Company does not move the Software from a currently unsupported bundle to a bundle currently supported by WaveMaker, WaveMaker reserves the right to discontinue the Support Services.
- 12. <u>Types of Support Services offered</u>: WaveMaker provides two different types of support services, as follows:
  - a. Standard Support. The Standard Support option is useful for teams that could work on mainly email-based support from a WaveMaker Technical Assistance Center (TAC) during Normal Business Hours.
  - b. Premium Support. For those who need general phone support (during local business hours) from the WaveMaker Technical Assistance Center, Premium Support is a good option. It includes:
    - Telephone support, in addition to e-mail based reporting
    - Notification of critical software updates, enhancements and new releases
    - Priority response to critical issues
    - Software Fix provided on utmost priority basis
    - Incident Management

The table below provides distinction between Standard Support and Premium Support.

Facility/Feature	Standard Support	Premium Support
Incident reporting	Designated Support Contacts may report all incidents through Email support address provided by WaveMaker	Phone call to WaveMaker support number for severity 1 and 2 Incidents or Email support address provided by WaveMaker for all other incidents
Designated Support contacts	1	5
Incidents	5 per month	Unlimited
Response time	No guaranteed response time	Targeted response time depending on severity of issue reported, as described earlier.

Document: 144-0000 Support Policy