Support Policy – On-Premise Perpetual License Software

I. Overview

This Support Policy (**"Support Policy"**) describes the policies and procedures under which Nintex ("**Nintex**") provides technical support and maintenance services ("**Support**") for its proprietary on-premise server software product(s) ("**Software**") to its customers (each, a "**Customer**").

Support is provided for the Software pursuant to the separate End User License Agreement ("**EULA**") and Order Form under which Customer has purchased Support and is subject to the terms and conditions of that EULA, Order Form, and the terms of this Support Policy. Support is provided for the term specified in the Order Form. If Support is terminated, Nintex's obligation to provide Support will cease at that time.

Support is provided through Nintex's online web-based support portal located at http://www.nintex.com/nintex-support ("**Support Portal**") and telephonically, as indicated in Annexes A, B, and C to this Support Policy (each, an "**Annex**" and collectively, the "**Annexes**").

This Support Policy sets forth expectations for Support between the Customer organization and Nintex's Support organization, including:

    A.   Who is authorized to submit issues;

    B.   How to submit issues;

    C.   What types of issues are supported; and

    D.   How and when Nintex resolves and closes reported issues.

II. Definitions.

    A.   <u>Contact</u>: means qualified individuals knowledgeable in the internal systems, tools, policies, and practices in use by Customer and proficient users of the Software. Customers are expected to make every effort to ensure that the individuals that are designated as authorized contacts are qualified to support the Customer teams internally.

    B.   <u>Documentation</u>: means Nintex's online user guides, documentation, and help and training materials, as updated from time to time, accessible via https://community.nintex.com or the Support Portal.

    C.   <u>Incident</u>: means each individual issue with the Software or associated products reported to Nintex.

    D.   <u>Product Releases</u>: are specific versions of the core Software product.

    E.   <u>Releases</u>: are updates to the Software that provide: (1) new features, modifications, or enhancements to the Software; (2) updates to features, code corrections, patches, and other general updates of the Software; or (3) fixes to the Software. Releases do not include separate or different products marketed by Nintex under a different name, i.e., Nintex Hawkeye™ is not a Release of Nintex for SharePoint 2016.

III. Scope of Support

    A.   <u>What Support Includes</u>. If Customer is current on payment for the Support, Nintex shall provide Customer with Support consisting of the following:

        1.   Web and phone-based submissions of Incidents, if entitled, submitted as specified in the applicable Annex;

        2.   Releases and Product Releases of the Software;

        3.   The Documentation, including an online knowledge base of information and solutions that provides up-to-date information on the Software and a forum where Customer, partners, and other users of Nintex's Software and other products can share information and ideas about how to use the Software;

        4.   Access to an online secure site that contains existing cases, and

        5.   Guidance and troubleshooting to Customer in connection with questions and issues arising from the following Customer activities with respect to the Software:

            a.   Basic Configuration Issues: Nintex will troubleshoot Customer's configuration settings for existing installations of Supported Products (as defined below in section III.C) to ensure proper operation and

connectivity.

    b.   Usage Issues: Nintex will answer Customer's "how to" questions related to standard and intended Software usage.

    c.   Efforts to Correct the Software: Nintex will make commercially reasonable efforts to correct bugs or other errors in the Software. Customer acknowledges that Nintex is not required to correct every bug, error, or problem with the Software that it reports to Nintex or of which Nintex is otherwise made aware and that Nintex does not guarantee resolution times.

B.   <u>What Support Excludes.</u> Customer acknowledges that if a non-supported Incident is submitted, they may be referred to their Partner of record or another authorized Nintex Partner. If Customer chooses to engage their Partner or another authorized Nintex Partner, any costs associated with the resolution of non-supported Incidents will be Customer's responsibility. The following are excluded from Nintex Support obligations:

1.   Altered or modified Software, unless altered or modified by Nintex;

2.   Software that has not been installed, operated, or maintained in accordance with the Documentation;

3.   Troubleshooting of Microsoft, third party, or open standards based technologies, such as XML, HTML/CSS, SharePoint, BizTalk, Active Directory, middleware, SQL queries, database connectivity, or Java scripts; and

4.   Custom solutions or actions.

C.   <u>Software Versions Covered</u>.

1.   <u>Supported Versions</u>: Nintex will provide Support only for the Software products specified in this Support Policy. Nintex supports use of the Software only as specified in the Documentation. Nintex's Support obligations do not cover hardware, operating systems, networks, or third-party software. Customer understands that Nintex may need additional information as to Customer's use of the Software during the term of this Support Policy.

2.   <u>End of Life</u>: Nintex will provide Support of a Product Release or Release for twelve (12) months after issuance of the end of life notice. After such time, Nintex will provide limited Support to the Customer for an additional twelve (12) months consisting solely of troubleshooting issues, identifying work arounds, and resolving critical Security Issues.

3.   <u>Supported Product Versions</u>: Nintex will provide Support for the current and the preceding Product Release (N-1) for all on-premise products.

D.   <u>Lapsed Support</u>. Support may be reinstated after any lapse due to termination or expiration of Support upon payment of the then-current annual fee for Software Assurance (Annex A), and an additional fee equal to the then-current fee for Software Assurance for the time period during which no Support was in effect, up to a maximum of two (2) years. If Software Assurance is current and paid in full, a higher level of Support, Premium (Annex B) or Platinum (Annex C), can be added at any time.

IV.   Incident Submission and Resolution

Customer shall obtain Support by reporting Incidents. Incidents shall be tracked from initial report through final resolution.

A.   <u>Submitting Incidents</u>

1.   <u>Who May Submit Incidents</u>?

Support is intended to provide assistance for issues and questions beyond what is covered in the Documentation. At the time of purchase, Customer may designate as many authorized Contacts as required. However, anyone employed and authorized by the Customer may be added at any time through the customer portal or by submitting a request through the support process outlined in this Support Policy.

2.   <u>Customer Obligations</u>.

    a.   Customer will ensure that when an authorized Customer Contact submits an Incident, that individual will have full access and permissions required to troubleshoot the Incident and is authorized to make recommended changes to the Customer's network, and/or applicable Products to help troubleshoot or resolve the issue.

    b.   Customer will give Nintex reasonable access to the Product and systems where the Software is deployed as necessary for Nintex to determine the cause of the problem and find a resolution. Customer is solely responsible for Customer's data, information, and software, including making back-up copies and security. Nintex recommends Customers create backup copies of configuration files before any work is performed.

    c.   Customer acknowledges that not implementing a Release may render the Software unusable or non-

conforming and Customer assumes all risks arising from the failure to install such Software Updates. Even if Customer has paid the applicable fees, Nintex will not be required to provide Support if Customer has not properly implemented all Releases provided by Nintex.

3. <u>How to Submit Incidents</u>.

Unless otherwise specified in a supplemental support plan purchased by Customer, Incidents are to be submitted to Nintex by an authorized Contact through the Support Portal or via phone, based on the level of Support purchased by Customer, as outlined in the applicable Annex.

4. <u>How to Report an Incident</u>.

In order to expedite the resolution of Incidents, Nintex expects that Customer will make every attempt possible to:

a. Verify that the Incident is reproducible (as applicable).

b. Provide information necessary to help Nintex track, prioritize, reproduce, or investigate the Incident.

c. Provide a full description of the issue and expected results.

d. Categorize issues (technical question, defect, license request, enhancement request, etc.).

e. List steps to reproduce the issue and relevant data.

f. Provide any applicable log files (de-identified of sensitive data if appropriate).

g. Provide exact wording of all issue-related error messages.

h. Describe any special circumstances surrounding the discovery of the issue, e.g., first occurrence or occurrence after a specific event, frequency of occurrence, business impact of the problem on Customer, and suggested urgency.

i. Identify any existing Incident number in any ongoing communications with Nintex.

B. <u>Support Response and Incident Resolution</u>

1. <u>Nintex Incident Response</u>.

For each Incident reported by Customer in accordance with these procedures, Nintex shall:

a. Confirm receipt of the reported Incident within the acknowledgement time specified in the applicable Annex.

b. Set a Priority Level for the Incident in accordance with the terms in section IV.B.2 below.

c. Use commercially reasonable efforts to respond to the Incident within the time specified in the applicable Annex.

d. Analyze the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Customer provide additional information, logs, and re-execution of commands to help identify the root cause and dependencies of the reported issue.

e. Give Customer direction and assistance in resolving the Incident.

f. Keep a record of ongoing communications with Customer.

g. Use commercially reasonable efforts to respond to the Incident in accordance with the Initial Response times set forth in the applicable Annex.

h. Upon request of Customer, discuss Severity Level and ongoing communication time frame. Nintex may modify the Incident's Severity Level at its sole discretion.

2. <u>Severity Levels</u>.

Nintex will prioritize Incidents according to the following criteria:

- Severity 1 ("**S1**") is the highest priority and receives first attention. S1 Incidents are to be submitted when Customer cannot access the Software.

- Severity 2 ("**S2**") indicates a reported Incident where the issue has severely impacted the performance of the Software's intended use and is causing a material and adverse impact to the majority of Customer's users; or Software is not operating in a material respect within the documented functionality and it is impacting the majority of Customer's users or deployed Workflows.

- Severity 3 ("**S3**") indicates a reported Incident where the issue has an impact on the performance and/or functionality of the Software that is impacting a minority of Customer's users or deployed Workflows.

- Severity 4 ("**S4**") indicates a reported Incident requesting assistance and may include questions of how to use the Software. It may also include a reported Incident where the Software is operating within the documented functionality and Customer would like to record an idea for inclusion in future releases. Nintex will not provide feedback on such enhancement requests, and these Support Cases are closed once the information has been recorded in our Product Request tool.

3. <u>Resolution and Closure of Incidents</u>.

Incidents shall be closed in the following manner:

a. <u>For solvable issues</u>, depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or advising Customer of an available release that addresses the issue.

b. <u>In the event that custom or unsupported plug-ins, modules, or custom code is used</u>, Nintex may ask, in the course of attempting to resolve the issue, that Customer remove any unsupported plug-ins, modules, or custom code. If the problem disappears upon removal of an unsupported plug-in or module, then Nintex may consider the issue to be resolved. Supported plug-ins or modules are defined as those listed and defined as supported in in the Documentation.

c. <u>For issues outside of scope as outlined in this document</u>, Nintex may close issues by identifying the Incident as outside the scope of Support.

d. <u>Dropped Issues</u>. Nintex may close an Incident if the Contact has not responded after two (2) weeks from the date that Nintex requested additional information required to solve the Incident. Customer may request Incidents be re-opened. At Nintex's sole discretion, Incidents will be re-opened for further investigation if the Incident is deemed to be solvable.

Annex A
Software Assurance

SUPPORTED SOFTWARE	
Supported Software	All Nintex Products with valid Support entitlement
POLICY TERMS	
Effective Coverage Hours	Full work week in local time zone Monday – Friday
Business Hours (Americas)	6AM – 5PM, Pacific Time, Monday – Friday Limited support during Nintex events and holidays
Business Hours (EMEA)	8AM – 5PM, GMT , Monday – Friday Limited support during Nintex events and holidays
Business Hours (APAC)	8AM – 5PM, Australian Eastern Time, Monday – Friday Limited support during Nintex events and holidays
Supported Channels	Online – nintex.com/nintex-support
Escalations	CSM@nintex.com
TARGET RESPONSE TIMES DURING BUSINESS HOURS	
Initial Response Time	S1 – 8 Hours S2 – 1 Business day S3 – 2 Business day S4 – Best effort
DEVELOPMENT LICENSES	
Development Licenses	1 per Production License

Annex B
Premium Support

SUPPORTED SOFTWARE	
Supported Software	All Nintex Products with valid Support entitlement
POLICY TERMS	
Effective Coverage Hours	Full work week in local time zone Monday – Friday
Business Hours (Americas)	4PM Sunday – 5PM Friday, Pacific Time, Limited support during Nintex events and holidays
Business Hours (EMEA)	12AM Monday – 1AM Saturday, GMT Limited support during Nintex events and holidays
Business Hours (APAC)	8AM Monday – 9AM Saturday, Australian Eastern Time Limited support during Nintex events and holidays
Supported Channels	Online - nintex.com/nintex-support Phone – Outbound ONLY
Escalations	CSM@nintex.com
TARGET RESPONSE TIMES DURING BUSINESS HOURS	
Initial Response Time	S1 – 4 Hours S2 – 8 Hours S3 – 1 Business day S4 – 2 Business days
DEVELOPMENT LICENSES	
Development Licenses	Unlimited

Annex C
Platinum Support

SUPPORTED SOFTWARE	
Supported Software	All Nintex Products with valid Support entitlement
POLICY TERMS	
Effective Coverage Hours	Full work week in local time zone Sunday - Saturday
Business Hours (Americas)	24x7 Limited support during Nintex events and holidays
Business Hours (EMEA)	24x7 Limited support during Nintex events and holidays
Business Hours (APAC)	24x7 Limited support during Nintex events and holidays
Supported Channels	Online – nintex.com/nintex-support Phone – Americas - +14255332827 EMEA - +442036955056 APAC - +61388205139
Escalations	CSM@nintex.com
TARGET RESPONSE TIMES DURING BUSINESS HOURS	
Initial Response Time	S1 – 2 Hours S2 – 4 Hours S3 – 8 Hours S4 – 1 Business day
DEVELOPMENT LICENSES	
Development Licenses	Unlimited