

FlowTraq Support Service Description

1. INTRODUCTION

Unless otherwise stated, this *FLOWTRAQ SUPPORT SERVICE DESCRIPTION* applies to technical support for all FlowTraq™ software products. "Customer" refers to the individual or entity that has ordered technical support from FlowTraq or a FlowTraq-authorized distributor. To receive technical support all programs must be properly licensed as defined by our End User License Agreement.

These Technical Support Policies are subject to change at FlowTraq's discretion; however FlowTraq policy changes will not result in a material reduction in the level of the services provided for supported programs during the support period for which fees for technical support have been paid.

2. SERVICE OVERVIEW

FlowTraq is proud to provide a range of maintenance and support options for its line of FlowTraq™ software products. Maintenance and standard support services are provided in accordance with the *End User License Agreement* (the EULA). Optionally, additional extended support may be purchased through your designated FlowTraq™ account manager. Contact support@flowtraq.com for more information.

Maintenance

Maintenance is provided to all paid-up license holders and includes the following:

- New Releases (Quarterly schedule)
- Corrections and bug fixes
- Enhancements and new features
- Updates and security patches

Subscription license holders automatically receive maintenance as part of their license. Perpetual license holders receive maintenance for an initial 1 year term. Subsequent maintenance on perpetual licenses may be purchased for a fee.

Standard Support

Standard support is available to all paid-up license holders and includes the following:

- Telephone support from 9:00 a.m. until 5:00 p.m. (Eastern Time) each business day
- Email support through: support@flowtraq.com
- Access to the support center at: <http://support.flowtraq.com/>
- Remote troubleshooting assistance for common support issues, when available and with Customer's consent.

Subscription license holders automatically receive standard support as part of their license. Perpetual license holders receive standard support for an initial 1 year term. Subsequent standard support on perpetual licenses is included in the purchase of the optional maintenance updates.

Extended Support

Extended support may be purchased through your designated FlowTraq™ account manager. It extends our standard support and maintenance and includes the following:

- Telephone access twenty-four (24) hours each day, seven (7) days each week (including holidays) to qualified experts for troubleshooting assistance.
- Priority response in case of emergency (severity 1), and high-impact (severity 2) support cases.

Supported Products

Products covered under this Support Service Description include: FlowTraq™ and FlowTraq™ FlowExporter.

3. SEVERITY LEVELS

Severity levels are defined based on the type of incident and the level of service impact. Emergency (Severity 1), and high impact (Severity 2) receive priority treatment for customers with a current *Extended Support* contract.

| Severity | Classification | Response |
|----------|-----------------------------|---|
| 1 | <i>Emergency</i> | Complete loss of service and operation of the software which is critical to Customer business function. Typical scenarios: Data corruption, critical documented function is not available, software crashes on repeat restarts. Reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour for <i>Extended Support</i> customers on a 24x7 basis, two (2) hours for <i>Standard Support</i> during 9:00 a.m. through 5:00 p.m. business hours (Eastern Time). The assigned support expert will work until the issue is resolved or as long as useful progress can be made. |
| 2 | <i>High Business Impact</i> | Loss of operation of the software or important features of the software which is important to Customer business function. Business operations are impacted but business can continue in limited fashion. A workaround may be available. Reasonable efforts will be made to respond to Severity 2 service requests within four (4) hours for <i>Extended Support</i> customers on a 24x7 basis, eight (8) hours for <i>Standard Support</i> during 9:00 a.m. through 5:00 p.m. business hours (Eastern Time). |
| 3 | <i>Minimal Impact</i> | The impact is an inconvenience, with minor loss of function. A workaround may be required. |

4. CUSTOMER RESPONSIBILITIES

Authority to Grant Access: Customer warrants that it has obtained permission for both Customer and FlowTraq to access and use the Supported Product, the data contained in it, and all software components related to it, for the purpose of providing Support Services.

Cooperation with FlowTraq Support: Customer agrees to cooperate with and follow the instructions given by the support engineer.

5. WHAT IS NOT INCLUDED

- a) Installation, de-installation of the Software Product
- b) Preventative maintenance
- c) Product training
- d) Remote Administration of the Software Product or hardware or software platform.
- e) Direct third-party product support of hardware or software platforms not currently supported by FlowTraq.
- f) Any activity not expressly described in this Service Description.

6. IMPORTANT INFORMATION

Assignment: FlowTraq may assign this Support Service Description to qualified third-party service providers.

Warranty Disclaimer: FlowTraq will use commercially reasonable efforts to provide maintenance and support in a professional manner, but FlowTraq cannot guarantee that every question or problem which is raised by Customer can or will be resolved. Nothing in these terms shall be construed as expanding or adding to the warranty for the software set forth in the End User License Agreement. The express warranties set forth in this Support Service Description are in lieu of, and FlowTraq DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE LICENSED SOFTWARE OR ANY PART THEREOF OR with respect to any services provided or to be provided by Licensor, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE. Such disclaimed warranties include, but are not limited to, ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT FlowTraq KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), or NON-INFRINGEMENT. The warranties set forth in this Support Service Description are made solely to licensee and not to or for the benefit of any third party.