

## HDF Software Priority Support Overview

HDF Software Priority Support		
	Tier 1	Tier 2
Help Desk Access	Via email	Via email & Phone
Response Time	Three (3) business days	< 4 hours
Dedicated Technical Support Account Manager	✓	✓
Direct Access to Technical Staff		✓
Rapid Issue Resolution ( <i>commercially reasonable efforts to provide a fix or workaround</i> )	Within fifteen (15) business days after receipt of request	Within five (5) business days after receipt of request
Fixes for reported issues provided in a snapshot	✓	✓
Fixes for reported issues provided in a maintenance release	Future maintenance release	Next scheduled maintenance release*

*\*If fixes are not available in time for the maintenance release, it will be available in the patch release.*

### **General Description of Support**

The HDF Group shall provide the following support for the applicable term: the right of Named Contacts to submit support requests regarding defects and questions related to the usage of the product. All support (including all support questions/comments) will be in the English language. The HDF Group will use commercially reasonable efforts to correct defects, only to the extent that (i) such defects are properly reported as a support request by the Subscriber (ii) The HDF Group agrees that the problem is a defect. Uncovered requests are not included as part of the support services.

Priority Support agreements are per site and per year.

### **Named Contacts**

Priority Support customers shall indicate to The HDF Group (by email sent to [help@hdfgroup.org](mailto:help@hdfgroup.org)) those individuals who will serve as Named Contacts and shall provide the name and email address of all Named Contacts. The HDF Group shall have no obligation to address support inquiries submitted via phone or email from anyone other than the Named Contacts. Tier 1 may designate up to two (2) Named Contacts. Tier 2 may designate up to ten (10) Named Contacts. Named Contacts must be employees of the Subscriber. Named Contacts may be changed at any time by providing notice (by email sent to [help@hdfgroup.org](mailto:help@hdfgroup.org)).

### **Rapid Issue Resolution**

The HDF Group will respond to support requests concerning actual or reasonably possible defects in the product, documentation or services as set forth below. Customer shall provide a minimal working example that demonstrates an issue. The issue must be confirmed and replicated by The HDF Group before being considered for a fix or workaround.

### **Technical Support Account Manager**

The Technical Support Account Manager is the Subscriber's point of contact and is responsible for ensuring all support requests are addressed in a timely manner. While The HDF Group makes every effort to keep the same Technical Support Account Manager assigned to a Subscriber throughout the term of the subscription, it may become necessary to make a change to the assignment. Subscriber will be notified of any change to the Technical Support Account Manager.

### **Payment Terms**

Subscriber will be invoiced for full amount upon agreement execution. For multiyear subscriptions, an invoice will be sent to the Subscriber thirty (30) days prior to the renewal date each year. Payment terms are Net 30 days. Payments shall be in U.S. dollars.

### **Definitions**

**"Commercially Reasonable Efforts"** means the efforts that a reasonable person in the promisor's position would use to comply with the obligation as promptly as possible.

**"Business Days"** means business days Monday through Friday, with the exception of Federal holidays.

**"Defect"** means a problem which results from the Supported Product's material failure to perform in accordance with its specifications. No Update, new product feature, improvement to an existing feature, or any problem not caused primarily by a failure of the Supported Product shall constitute a Defect.

**"Hours"** means business hours 8:00 am to 5:00 pm CST.

**"Minimal Working Example"** means a collection of source code and other data files that allow a bug or problem to be demonstrated and reproduced. 'Minimal' means that the example is as small and as simple as possible, such that it is just sufficient to demonstrate the problem, but without any additional complexity or dependencies which will make resolution harder.

**"Named Contact"** means those Subscriber designated persons who have the right to contact The HDF Group via email or phone for technical support and who act as the primary interface between Subscriber's Users and The HDF Group's technical support.

**"Receipt"** of a Support Request means (i) The time that the HDF Group receives such a Support Request, for Support Requests sent during Support Hours, or (ii) the beginning of Support Hours following such receipt, for Support Requests sent outside of Support Hours.

**"Site"** means Subscriber's premises solely at the address stated in an Order accepted by The HDF Group. Subscriptions are limited to internal use within one Site.

**"Support Request"** means any request for technical assistance related to Supported Products submitted by a Named Contact.

**"Uncovered Request"** means any Support Request arising from any issue that is not a Defect, regardless of whether Subscriber believed at the time of making the request that the issue was a Defect. The HDF Group shall designate a Support Request as an Uncovered Request at its discretion, at any point during or following resolution of the problem identified in such Support Request, based on The HDF Group's reasonable determination of the underlying cause of such problem.