

---

# iQuila Software Technical Support Policies

Effective Date: 17-September-2019

## Table of Contents

1. Overview
2. Support Terms
3. iQuila Technical Support Levels
4. Contact Information

## 1. Overview

Unless otherwise stated, these Software Technical Support Policies apply to technical support for all iQuila software product lines.

"You" and "your" refers to the individual or entity that has ordered technical support from iQuila or an iQuila authorized distributor.

To receive technical support as provided by iQuila Support Services as described in these iQuila Software Technical Support Policies, all programs must be properly licensed.

Technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of an iQuila licensed program, running unaltered, and on certified hardware and operating system configuration(s), as specified in your order or program documentation.

Except as otherwise specified in this section, product release and supported platforms information for all iQuila programs is available through the iQuila web site.

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

## 2. Support Terms

### Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant order or payment plan, financing or leasing agreement with iQuila or an iQuila affiliate ("payment plan"). Your payment or commitment to pay is required to process your technical support order with iQuila (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address that you designate.

## **Support Period**

Technical support is effective upon the effective date of your order unless stated otherwise in your order. If your order was placed through the iQuila Store, the effective date is the date your order was accepted by iQuila. Unless otherwise stated in the order, iQuila technical support terms, including pricing, reflect a 12-month support period (the "support period"). Once placed, your order for technical support services is non-cancelable and the sums paid non-refundable, except as provided in the relevant order. iQuila is not obligated to provide technical support beyond the end of the support period.

## **Unsupported Programs**

Customers with unsupported programs are not entitled to download, or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported programs. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

## **Program Updates**

Update means a subsequent release of the program which iQuila generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that iQuila licenses separately. Updates are provided when available (as determined by iQuila) and may not include all versions previously available for a program acquired by iQuila. iQuila is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

## **Right to Desupport**

It may become necessary as a part of iQuila's product lifecycle to desupport certain program releases (including any embedded third-party programs for which support has been retired by the manufacturer or vendor of such programs for which, in iQuila's good faith determination, it is no longer practicable for iQuila to support) and, therefore, iQuila reserves that right. However, program releases that are expressly identified within iQuila's Lifetime Support policy will be governed by the terms of the Lifetime Support Policy. Desupport information is subject to change.

## **First and Second Line Support**

You are required to establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues for the supported programs, you may contact iQuila for "Second Line Support". You shall use commercially reasonable efforts to provide iQuila with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support.

Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects as described in the associated documentation.

iQuila may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

### **Third Party Vendor-Specific Support Terms**

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified and supported product, application, hardware platform, framework, database, and/or operating system configuration to continue receiving technical support services from iQuila.

### **Technical Support for Development, Demonstration and End User Licenses**

Technical support for Development and/or Demonstration licenses is provided at iQuila discretion.

## **4. iQuila Technical Support Levels**

### **Software Update License & Support**

Program releases phase of iQuila's product support lifecycle will receive Software Update License & Support. Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, if and when, made available at iQuila's discretion, which may include general maintenance releases and selected functionality releases.
- Assistance with service requests 24 hours per day, 7 days a week. Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise.
- Non-technical customer service during normal business hours
- Access to new patches, fixes, and security alerts
- 24-hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes

## **Severity Levels**

1<sup>st</sup> Line Support for iQuila Cloud will be provided by the Distributor/Reseller please only contact iQuila if you have first contacted support from one of these parties.

iQuila Cloud 9am to 5:30pm Monday to Friday

Silver Support Business Hours 9am to 5:30pm Monday to Friday

Gold Support Business Hours 7am to 10pm Monday to Friday

Platinum Support Business Hours 24/7

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

## **5. Contact Information**

Phone numbers and contact information can be found on iQuila's web site located [here](#).