

## OmniByte FormsPro Support Services and Service Level Agreement

### Introduction

This document provides information about the Support Services available to OmniByte's customers/partners. References to "Customer" means a customer who has purchased the license to use OmniByte's FormsPro (subsequently "Application Software"); references to "Partner" means a partner with whom OmniByte has an arrangement and/or agreement for licensing the Application Software to their customers.

### Support Services – General Provisions

Support Services are delivered as remote services, and any reporting, communication and documentation hereunder will be provided in English. OmniByte may use personnel from subcontractors or partners around the world to provide Support Services.

In order to receive Support Services:

- The Support Services will be provided in regards to the Current Version of the Application Software, meaning Support Services relating to any Customization or non-standard release or version will be provided where agreed in writing by OmniByte and may be subject to payment of applicable fees and charges;
- The Application Software will not be constantly available, uninterrupted or error free and not all Issues [and/or corresponding Bugs] may be found to enable correction; and

OmniByte may track and analyze the usage of the Application Software and Support Services for purposes of assisting customers, security, and improving the Application Software and Support Services and improving the user experience.

Any professional services or other services in conjunction with the Support Services, including without limitation training, Azure services, data repair or back-up, will be provided only on separate terms agreed by Customer and OmniByte and on payment of applicable fees and charges.

### Issue Reporting - Tickets

#### First Line Support and Key Users

- *Customer and/or Partner has the sole responsibility for organizing first line and end-user support to its Users, with adequately trained and qualified personnel via Key Users. Software Application training may be purchased at any time.*
- Customer and/or Partner shall coordinate, manage and supervise its Tickets for Issues brought to OmniByte centrally to avoid duplicate reports, through designated Key Users having the appropriate competences regarding the functionality of the Application Software and related business processes, third-party hardware and software which interoperates with the Application Software, and the use of the OmniByte Self-Service portal, as directed by OmniByte.
- OmniByte support is provided to the Key Users via the OmniByte Self-Service Portal and Support Ticket Reporting Procedures if/when the Key User needs additional assistance (Second Line Support) or if the Key User has discovered an Issue in the Application Software.

#### OmniByte Self-Service Portal

- Key Users are granted access to the OmniByte Self-Service portal where they can create and manage their Support Tickets and search available Resolutions in a Knowledge Base.
- The OmniByte Self-Service portal is normally constantly available (subject to any downtime experienced due to periodic maintenance or network unavailability), which allows Customer to report Tickets 24x7.

- The OmniByte Self-Service portal is accessible using individual log-in details. Customer shall keep confidential any such log-in details and shall take reasonable measures to prevent any unauthorized access or use thereof.

**Second Line Support Ticket Reporting Procedures**

Additional assistance and Customer-discovered Issues must always be registered as a Ticket in the OmniByte Ticket management system before OmniByte will commence any work in regards thereof.

- Issues shall be reported by the Key User, who shall:
  - Make reasonable efforts, before the Issue is reported to OmniByte, to (i) isolate and identify the related non-conformity and verify the Issue can be re-created and (ii), by searching the OmniByte Self-Service portal, check for a Resolution to the Issue;
  - Via the Self-Help Portal, email to [support@omnibyte.com](mailto:support@omnibyte.com), or other available support service, provide a detailed written description, including any error messages, and initial priority as directed by OmniByte to enable OmniByte to diagnose and isolate, identify and re-create the Issue; and
  - Provide reasonable and timely assistance to OmniByte in providing the Services and tracking the Ticket.
- If OmniByte must perform additional work due to the inability of the Key User to provide the requested information, materials, or assistance OmniByte will not be required to investigate further and/or OmniByte may charge Customer for its efforts on a time and material basis. Customer understands any attempted Resolution may not be successful.

**Issue Handling and False Alarms**

- If OmniByte can confirm the existence of a reported Issue as a Bug, based on the priority, it will be addressed by OmniByte in accordance with the following:

Priority	Definition	Resolution Delivery
High	<ul style="list-style-type: none"> <li>• An Issue has occurred that prevents the Customer from using the Application Software because of a suspected security event or outage.</li> <li>• An Issue has occurred that prevents the Customer from completing operational procedures.</li> <li>• An Issue has occurred that prevents most users from competing operational procedures.</li> </ul>	Update the Application Software on the Current Release within a mutually agreed upon timeframe*
Medium	An Issue in which the Application Software is not operating as intended for some users.	Update the Application Software on the Current Release at OmniByte’s discretion.
Low	An Issue that causes some inconvenience for a limited number of users. A suitable workaround may apply.	Future release

\*OmniByte will strive to deliver updates to the Application Software in the shortest time possible; however, the complexity of the problem and/or speed of Application Stores acceptance may prevent providing an exact timeframe.

- If it is reasonably confirmed that no Issue exists, or if the Issue cannot be re-created, despite OmniByte and Customer complying with their respective obligations set out in this SLA, the Ticket will be closed.
- OmniByte will have no obligation to backport an update of the Application Software to an earlier release version.
- OmniByte will have no responsibility for False Alarms. Customer understands any work performed by OmniByte in regards of any False Alarm may involve additional charges, whether the Issue is successfully resolved. OmniByte will notify the Customer without undue delay when the relevant OmniByte resource realizes an Issue constitutes a False Alarm.

**Verification of Application Software Resolution**

- It is the Customer’s sole responsibility to verify any Resolutions to an Issue concerning Application Software in order to satisfy itself as to their suitability for Customer’s business purposes and OmniByte accepts no responsibility in this respect regardless of the testing done.

**Support hours, Response & Times**

OmniByte provides Support Services during regular business hours CST Monday-Friday, excluding US Holidays. *Please note, these hours are subject to evaluation and change. Notice of changes will be provided in advance.* In the event Support Services are unavailable during those hours for company meetings, events or other purposes, advance notice will be provided.

In the event a High-level Issue occurs during non-business hours, OmniByte will provide Support Services provided the Customer informs OmniByte of the critical nature of the Issue by prioritizing the Ticket as High. If using email to submit the ticket, the Key User must include “High Priority”, “Emergency” or “Critical” in the email subject.

**Priority and Response**

Key Users can expect same-day response from OmniByte Support for Tickets submitted during regular business hours, regardless of severity. Responses to Tickets submitted after hours will be next-business day, with the exception of High Severity Tickets, provided they are indicated as such as described above.

**Severity Level Definitions**

Priority	Definition	Service Level - Initial Response Target
High	<ul style="list-style-type: none"> <li>• An Issue has occurred which prevents the Customer from using the Application Software because of a suspected security event or outage.</li> <li>• An Issue has occurred that prevents the Customer from completing operational procedures.</li> <li>• An Issue has occurred that prevents most users from competing operational procedures.</li> </ul>	2 hours
Medium	<ul style="list-style-type: none"> <li>• An Issue in which the Application Software is not operating as intended for some users.</li> </ul>	4 hours
Low	<ul style="list-style-type: none"> <li>• An Issue causes some inconvenience for a limited number of users. A suitable workaround may apply.</li> </ul>	8 hours

**For High Severity Level Tickets, OmniByte will:**

- Respond to the Key User as soon as reasonably possible\* within the response target timeframe.
- Assist Customer to evaluate and classify the Ticket and determine and communicate their route to Resolution or Service Restoration.
- Analyze documented and re-producible Issues and/or Bugs.
- Provide regular progress updates not to exceed more than 3 days apart unless agreed upon by both parties.
- Where the route to Resolution is by way of an update to the Application Software, OmniByte will deliver the update to the Key User according to the Resolution Delivery schedule described in the Incident Handling and False Alarms Section above.

**\*Reasonably possible:** although preventative precautions exist, an overnight incident may not receive a response until early the following morning.

**For High Severity Level Tickets, Customer will:**

- Ensure the Issue and its business impact is described in sufficient detail to allow OmniByte to assess the Issue on a supported version and environment.
- Ensure the Ticket shall relate to the unmodified code of a Current Release which has the latest Resolutions installed, or notify Support of any other applications which may be involved.
- Provide an English-speaking Key User with training and knowledge sufficient to assist OmniByte in resolving the Ticket and engage in dialogue with OmniByte during OmniByte business hours or make arrangements for meeting times outside of business hours.
- Customer shall work to ensure the Customer's solution is well-documented to enable Key User to assist OmniByte in the provision of Support Services, that the required remote access is established and that the required Key User training has been taken.

**Customer Care**

Customer Care may also serve as an additional escalation function (initiated through Ticket management) in relation to Tickets which in exceptional cases, OmniByte may deem require special attention.

Where the Resolution Action entails an action plan, such action plan shall include minimally: (i) Resolution status; (ii) planned next steps, including identifying responsible OmniByte resources; (iii) required Customer actions to support the Resolution of the Ticket; (iv) to the extent possible, planned dates for OmniByte's actions; and (v) date and time for next status update from OmniByte. All action plans are handled on an individual basis with the time and care necessary to fully resolve the Issue.

**Additional Training**

- Customer acknowledges that Improvements provided by OmniByte may require additional training of Key Users and Users.

**Update to these Terms**

The Support Services and these Terms may be updated from time to time, any such updates will not materially reduce the overall Support Services available to the Customer from OmniByte.

**GLOSSARY OF TERMS**

The following terms used in these Terms shall have the meaning as given to them below, unless the context requires otherwise.

"Application Software" means OmniByte standard, unmodified proprietary application software products, applications, "apps" and programs (but, for the avoidance of doubt, excluding any third-party software included therein or associated therewith) which Customer has licensed, subscribed and/or been granted the right to access and use under an order. It is limited to machine readable code (generally referred to as executable or object code) and the user instructions included in the Software Documentation. It does not include vocabularies and other items generally referred to as source code, nor any descriptions not included in the Software Documentation

"Bug" means a software defect in the Application Software, which consists of a nonconformity between the unmodified software and its applicable functional specifications, which for the Application Software are set forth in the Documentation.

"Customer-Induced Issue" means Issues arising out of (a) specifications, instructions or input provided by Customer; (b) Customer's use of services, hardware, software, integrations, extensions or interfaces not forming part of the Software or

the Services (c) Issues caused by inadequate sizing or bandwidth in Customer's systems or delays or failures in Customer's network or on-line connectivity; (d) Issues caused by incorrect or unpermitted use by Customer of the Services or the Software, or use beyond the applicable Use Level, or a manner otherwise not permitted under the Acceptable Use Policy (AUP) which has not been separately approved by OmniByte in writing; or (e) breach by Customer or otherwise caused by Customer (and, for the avoidance of doubt, each applicable whether induced by Customer or any third party acting on its behalf).

"Current Version" means the latest version of the Application Software offered by OmniByte for general commercial distribution.

"Customized Software" or "Customization" means any Application Software code modified or amended on behalf of the Customer.

"Documentation" means the reference documentation produced by OmniByte describing the function of, and provided together with, the Application Software in either an on-line manual or knowledge base format.

"Environment" means the complete infrastructure and Application Software installation running, which makes up the technical solution for a particular purpose, as specified in the applicable order. For example, "Production" or "Test".

"False Alarms" means Customer-Induced Issues that do not warrant the initial priority given.

"Fix" means a correction to an Issue, Bug or a Security Vulnerability in the Application Software.

"Improvement" means a functional change made by OmniByte to improve or enhance the Application Software e.g. to implement new capability and address legal requirements. Improvements are compatible with the applicable Current Release designated by OmniByte. May also be referred to as Enhancement.

"Issue" means an identified Bug, Outage or other event impacting the performance of the Software Services.

"Key User" means a person (or persons) appointed by the Customer who is trained and qualified to handle initial problem resolution and report Issues and Bugs in the Supported Application Software.

"Outage" means the elapsed net-resolution time during which it is not possible to log-in to the Production Environment by any User, as determined by OmniByte or the Microsoft Azure Services from automated health monitoring and system logs, due to a failure in the Azure Service.

"Release" means a version of the Application Software designated by OmniByte as a "Release" and made available for general commercial distribution, typically containing new functionality, a cumulative set of Fixes and Improvements, as well as potential architectural changes.

"Resolution" means a measure by which an Issue is resolved or pre-empted hereunder. A Resolution may consist of a temporary solution, including the creation of a by-pass or workaround, to restore the affected functionality and will apply until the Issue has been permanently resolved, it being understood such permanent solution may only be made available in a future Release.

"Service Levels" has the meaning set forth in the Severity Levels section above.

"Service Restoration" means where OmniByte will assist Customer to bring the Application Software back to productive use.

"Severity Level" means the applicable severity level assigned by OmniByte to a Ticket, as it may be re-classified by OmniByte based on information gathered throughout the Ticket life cycle.



“Support Services” means the technical support and maintenance provided or made available by OmniByte and purchased by Customer for the Application Software.

“Ticket” means a unique message, about a unique subject, reported by the Customer and stored in OmniByte’s Ticket management system, where it is identified with a unique number. Such a message can be a report of an Issue, a request for information, modification or service, or other messages.

“Update” means generally a cumulative set of Fixes, Maintenance and/or Improvements for release. See Maintenance Release.

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