

## License Software Support Policy



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## 1. OVERVIEW

- a. These ADAM On Demand and On Premise ("License") Support Policies apply to the following product offerings: ADAM 3 License and ADAM 5 License.
- b. These License Support Policies apply to the support provided by ADAM as part of the License offering acquired by you, subject to the ADAM Licensed Product End User License Agreement ("EULA"). License Support is subject to the terms and conditions of the EULA. To receive support, all software must be properly licensed, and by using the product and requesting support hereunder, you affirm your agreement to the then current EULA.
- c. License Support does not include services for any ADAM service offering or program that is not expressly provided by ADAM as part of the License offering under your Order Form. You may not obtain support for the License offering via any other means except through ADAM or a registered and currently authorized Channel Partner, a list of which is available at <http://adamhcm.com/resellers>.
- d. As used in these License Support Policies, "you" and "your" refers to the individual or entity that has ordered License from ADAM or a Channel Partner, as applicable.
- e. These License Support Policies are subject to change at ADAM's discretion. Please reference the then current version of this document to determine ADAM's current support policies for your License product.

## 2. SUPPORT TERMS

- a. License Fees
  - i. The fees paid by you for the License offering under your Order Form may or may not include the License Support described in these License Support Policies. To be eligible to receive License Support, you must have paid the Maintenance Fees for all years between obtaining your license and through the current maintenance period in advance of receiving support. If you have not paid all of the Maintenance Fees or any of the One Time Fees, you will not be eligible to receive support until such fees are paid in full.
- b. Support Period
  - i. License support is effective upon the Effective Date specified in your Order Form, and ends upon the expiration or termination of the License offering under the EULA (the "support period") or 12 months following your previous Annual Fee payment. ADAM is not obligated to provide License Support beyond the end of the support period.
- c. Technical Contacts
  - i. Your technical contacts are the sole liaisons between you and ADAM for support of the License programs. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for the specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the License

programs and your ADAM environment, in order to help resolve system issues and to assist ADAM in analyzing and resolving service requests. When submitting a service request, your technical contact should have a baseline understanding of the problem you are encountering and an ability to reproduce the problem, in order to assist ADAM in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify ADAM whenever technical contact responsibilities are transferred to another individual.

- d. ADAM may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

### 3. License Program Updates

- a. "Update" means a subsequent release of the program which ADAM generally makes available for program licenses to its supported customers at no additional license fee. Updates do not include any release, option or future program that ADAM licenses separately or major product updates (e.g. version 1.x shall not receive an update to version 2.x). Updates are provided when available and may not include updates for all License versions previously available. ADAM 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. These updates are detailed in the release notes applicable to your program posted at <http://adamhcm.com/releasenotes>.

### 4. Right to Desupport

- a. It may become necessary as a part of ADAM's product lifecycle to desupport certain program releases and, therefore, ADAM reserves that right. If a product is desupported, extended support programs and fees may apply to your product. Please contact ADAM to determine if your license is available to receive extended support.

### 5. Third Party Vendor-Specific Support Terms

- a. You must remain on a supported environment – including applications and platforms – to receive 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 ADAM.

### 6. First and Second Line Support

- a. You are required to establish and maintain the organization and processes to provide "First Line Support" for the License program 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 License program, (ii) a direct response to users with respect to problems or issues with the License program, (iii) a diagnosis of problems or

issues of the License program, and (iv) a resolution of problems or issues with the License program.

- b. If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the License program, you may contact ADAM for “Second Line Support.”
- c. Second Line Support shall consist of (i) a diagnosis of problems or issues with the License program, and (ii) reasonable commercial efforts to resolve reported and verifiable errors in the License program so that the License program performs in all material respects as described in the associated program documentation.
- d. ADAM may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the practices described in these License Support Policies.

#### 7. ADAM License Support

- a. ADAM License Support consists of:
  - i. The Second Line Support described above;
  - ii. Program updates, fixes, security alerts, and critical patch updates;
  - iii. Payroll-related, federal, legislative updates for supported countries (as determined in ADAM’s reasonable discretion, as some updates may be licensed separately);
  - iv. General maintenance releases, selected functionality releases, and documentation updates;
  - v. Assistance with issues and requests during Mexico City business hours, 5 days a week;
  - vi. Access to the ADAM Support website (24 x 7 web-based customer support system), including the ability to log service requests online; and
  - vii. Non-technical customer service during normal business hours.
- b. All items not covered by ADAM License Support shall be billed at ADAM’s then current consulting rates or as a project as quoted on a case by case basis. ADAM License Support does not include the following items as well as all other issues not related to License core product code faults or flaws, as determined in ADAM’s discretion, such as:
  - i. General consultation about product use;
  - ii. Product configuration;
  - iii. Software installation for any ADAM licensed product;
  - iv. Configuration or installation of third party software;

- v. Maintenance or configuration related to License product customization developed by you, ADAM, Channel Partners, or other third parties; and
- vi. Restoration of backups or recovery of lost data.

#### 8. Customer Support Systems

- a. ADAM's primary means of customer support is through its website. Access to the ADAM Support website is governed by the Terms of Use posted on the ADAM website, which are subject to change. Access to the ADAM Support website is limited to your designated technical contacts and is included as part of the ADAM License offering acquired by you under your Order Form.

#### 9. Severity Definitions

- a. Service requests for SaaS programs may be submitted by you online through ADAM's web-based customer support systems or by telephone. The service request severity level is selected by you and ADAM and should be based on the following severity definitions:

- i. Severity: Urgent

- 1. Your production use of the SaaS program is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. An Urgent service request has one or more of the following characteristics:
      - a. Data corrupted;
      - b. A critical documented function is not available;
      - c. System hangs indefinitely, causing unacceptable or indefinite delays for resources or response; or
      - d. System crashes, and crashes repeatedly after restart attempts.
    - 2. ADAM will use reasonable efforts to respond within one (1) hour and resolve Urgent service requests within four (4) hours. ADAM will work until the Urgent service request is resolved or as long as useful progress can be made. You must provide ADAM with a contact during this period, either on site or by phone, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Urgent situations obtain the necessary resource allocation from ADAM.

- ii. Severity: High

- 1. You experience a severe loss of service. Important features of the SaaS program are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

iii. Severity: Normal

1. You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

iv. Severity: Low

1. You request information, an enhancement, or documentation clarification regarding the SaaS program, but there is no impact on the operation of such program. You experience no loss of service. The result does not impede the operation of a system.

10. Service Request Severity Level

- a. Initial Severity Level – At the time ADAM accepts a service request, ADAM will record an initial severity level of the service request based on the Severity definitions defined above. ADAM’s initial focus, upon acceptance of a service request, will be to resolve the issues underlying the service request. The severity level of a service request may be adjusted as described below.
- b. Downgrades of Severity Levels – If, during the service request process, the issue no longer warrants the severity level currently assigned based on its current impact on the production operation of the License program, then the severity level will be downgraded to the severity level that most appropriately reflects its current impact.
- c. Upgrade of Severity Levels – If, during the service request process, the issue warrants the assignment of a higher severity level than that currently assigned based on the current impact on the production operation of the License program, then the severity level will be upgraded to the severity level that most appropriately reflects its current impact. In requesting any assignment of a higher severity level, you must provide ADAM with sufficient information that demonstrates the increased impact of the issue on the production operation of the service.
- d. Adherence to Severity Level Definitions – You shall ensure that the assignment and adjustment of any severity level designation is accurate based on the current impact on the production operation of the License program. You acknowledge that ADAM is not responsible for any failure to meet performance standards caused by your misuse or mis-assignment of severity level designations.

11. Service Request Escalation

- a. If you believe in good faith that you have not received quality or timely assistance in response to a License service request or that you urgently need to communicate important support related business issues to ADAM management, your technical contact may escalate the service request by contacting ADAM and requesting that the service request be escalated.
- b. For service requests that are escalated, the ADAM support analyst will engage the ADAM service request escalation manager who will be responsible for managing your escalation. The ADAM service request escalation manager will



work with you to develop an action plan and allocate the appropriate ADAM resources. If the issue underlying the service request continues to remain unresolved, you may contact the ADAM service request escalation manager to review the service request and request that it be escalated to the next level within ADAM as required. To facilitate the resolution of an escalated service request, you are required to provide contacts within your organization that are at the same level as that within ADAM to which the service request has been escalated.

## 12. Contact Information

- a. Phone numbers and contact information can be found on ADAM's website located at <http://adamhcm.com>.