

Upland Customer Support Terms

Master Service Agreement Support Services



The following are the terms and conditions of the provision of Upland’s Support Services (the “**Support Agreement**”). The Support Agreement is made a part of and is incorporated into the terms of the master services agreement (“**MSA**”) currently in effect between the parties. All capitalized terms not defined here (below) have the meaning ascribed to them in the MSA.

Response Times and Commitments:

Upland attempts to respond to and resolve all issues in a timely manner, however issues impacting our customers’ production systems take priority and are classified according to the definitions set forth in the chart below:

Priority Level	Definition	Response Time	Commitment
Urgent (Outage)	Upland cloud service is unavailable	1 Hour (24/7/365)	Immediate and continuous effort to restore service; Hourly status updates;
Urgent (Business Critical)	Production system Defect that prevents business critical work from being done and no workaround exists; Defect causes a material loss of data in production system; Security related Defect;	1 Business Hour	Immediate and continuous effort to resolve the Defect or provide a workaround; Daily status updates until the Defect is resolved or a workaround is provided;
High	Production system Defect that prevents business critical work from being done and a workaround exists; Defect violates the material specifications in the documentation and impacts Customer’s production system	4 Business Hours	Upland will use reasonable efforts to resolve the Defect as rapidly as practical, but no later than the next Update after reproduction of the Defect.
Normal	All other Defects	1 Business Day	Defects will be addressed in Upland’s normal Update

Upland Support Scope & Availability:

- I. **Support Defined:** Support shall consist of assistance to Customer with respect to:
 - a. Guidance regarding proper use of the Application
 - b. Product defect verification, reporting, tracking and resolution.
 - c. Product licensing assistance

- II. **Availability:** Unless otherwise agreed upon in writing, Support will be available:
 - a. 9:00 am to 6:00 pm, Eastern Time, Monday through Friday, excluding holidays (Business Hours).
 - b. Via multiple support channels (Phone, Email and Online Community).

Upland Support Limitations:

- I. **Upland Support Scope does not include:**
 - a. System training, design or configuration assistance
 - b. Support for applications, hardware and dependent technology not supplied by Upland
 - c. Support for issues resulting from improper use or failure to use the Application per Upland's recommendations
 - d. Development support for API/SDK usage
 - e. Support of custom development not supplied by Upland
 - f. Product installation and upgrade assistance

- II. **Customer Defects:** If Customer notifies Upland of a problem and Upland correctly determines that the problem is due to Customer's incorrect or improper use of the Application or failure to comply with the terms of this Support Agreement or the MSA (as opposed to a Defect in the Application), the resolution of such problem is not covered by Upland's Support Services. However, Upland may provide consulting services to correct the problem pursuant to Section 5 of the MSA.

- III. **Release Support Period:** Upland shall support a release of the Application if such release (a) was made generally available during the previous twelve months; and (b) is no more than one major release (e.g. 2.0 to 3.0) behind the most current release of the Application. Other versions of the Application will not be supported unless Upland and Customer mutually agree otherwise in writing. Customer acknowledges that Upland's obligations hereunder apply only to production versions of the Application.

- IV. **Third Party Products:** Support Services do not cover the operation or use of third party hardware or software or Application modified by any party other than Upland or used in any manner in violation of the MSA or inconsistent with the Documentation.

- V. **Data:** Upland shall have no responsibility for loss of or damage to Customer's data, regardless of the cause of any such loss or damage. For further clarity, Upland also shall have no responsibility for data loss or damage related to any application, code or report that is customized for Customer or that is not developed by Upland. If Customer's has a license to an Application that is self-hosted, Customer will be responsible to backup data regularly and to always do so prior to accessing any Update.

Customer Obligations:

- I. **First Level Support/Single Point of Contact:** All communications relating to Support Services shall be supervised, coordinated, and undertaken by no more than two designated contact persons per Customer work-shift who shall act as a single point of contact between Customer and Upland. Each contact must possess or, at Customer's expense, acquire the necessary expertise and training to diagnose and resolve Defects with direction by Upland.

- II. **Pre-Call Procedures:** Prior to requesting support from Upland, Customer shall comply with all published operating and troubleshooting procedures for the Application. If such efforts are unsuccessful in eliminating the Defect, Customer shall then promptly notify Upland of the Defect. Customer shall confirm that the following conditions are true before contacting Upland for support.

- III. **Reproduction:** If possible, the situation giving rise to the Defect is reproducible in a single supported Application;
- IV. **Support Representative:** The Customer contact has the technical knowledge regarding the Application and any other software or hardware systems involved, and in the facts and circumstances surrounding the Defect;
- V. **Access:** The entire system, including all software and hardware, is available to the Customer contact without limit during any telephone discussions with Upland support personnel; and
- VI. **Cooperation:** The Customer contact will follow the instructions and suggestions of Upland's support personnel when servicing the Application.
- VII. **Remote Connection:** If appropriate, Customer will cooperate with Upland to allow and enable Upland to perform support services via remote connection using standard, commercially available remote-control software. Customer shall be solely responsible for instituting and maintaining proper security safeguards to protect Customer's systems and data.
- VIII. **Updates:** Customer acknowledges and agrees that Updates provided by Upland pursuant to this Support Agreement may, in Upland's sole discretion, require additional training of Customer's personnel. Such training shall be performed in accordance with Section 6 (*Professional Services*) of the MSA.
- IX. **Customer Facilities:** If applicable, Customer will, upon Upland's request, promptly make available to Upland certain of its facilities, computer programs and resources, networks, business information, and personnel to the extent required to perform any of the Support Services and/or Professional Services. Upland agrees to comply with Customer's rules and regulations regarding safety, security, and conduct; provided Upland has been made aware of such rules and regulations in advance.
- X. **Disclaimer:** Upland shall not be responsible to provide Support Services, Updates, or any other maintenance and support to the extent that Defects arise because Customer (a) misuses, improperly uses, mis-configures, alters, or damages the Application; (b) uses the Application with any hardware or software not supplied or supported by Upland; (c) uses the Application at any unauthorized location; (d) fails to access an Update to the Application if such Update would have resolved the Defect; or (e) otherwise uses the Application in a manner not in accordance with the Support Agreement or MSA.

Definitions:

- I. **"Defect"** means a failure of the Application to substantially conform to the functional specifications set forth in the Documentation (as defined in the MSA entered into between Customer and Upland).
- II. **"Updates"** means a subsequent release of the Application that Upland makes generally available to its supported customers, as indicated by a version number increase to the right of the first decimal point (e.g., 2.1 to 2.2). Updates shall not include any other releases of the Application (e.g., 2.5 to 3.0) or any other products that Upland, in its sole discretion, licenses separately for an additional fee.

- III. **“Workaround”** means a modification or “patch” for a particular version of the Application, which may be of a temporary or interim nature, to help cure or avoid a Defect.
- IV. **“Service Level”** means the certain level of Support Services (Standard, Gold or Platinum) that has been selected by the Customer on the Sales Order.