

UCit Standard Software Products Support Terms & Conditions

Version 3.5 (07/2024)

This Software Products Support guide sets out the particular software support services to be provided by UCit or its affiliates to you (“Licensee”) with respect to the Products licensed by you under the Software License Agreement and the fees to be paid by you for such services (“Products”).

The support services provided are applicable to Products edited by either UCit or third-party ISVs having delegated at least part of their support process to UCit (“ISVs”).

The support services provided are subject to the terms and conditions of the related Software License Agreement.

This guide is specific to STANDARD Software Support.

1 SOFTWARE PRODUCTS SUPPORT

This section describes the Software Products Support that UCit will provide.

1.1 Support Centers

UCit provides Software Products Support worldwide through a unique support center, based in France.

1.2 Support Coverage

The coverage of the Software Products Support provided by UCit is the following:

- Monday to Friday, 9:00 AM to 6:00 PM, Central Europe Time as defined locally allowing for daylight savings when in effect, working days only, except for the national French holidays listed below:
 - New Year's Day (January 1st)
 - Easter Monday
 - Labor Day (May 1st)
 - Victory Day (May 8th)
 - Ascension Day
 - Whit Monday
 - National/Bastille Day (July 14th)
 - Assumption Day (August 15th)
 - All Saint's Day (November 1st)
 - Armistice Day (November 11th)
 - Christmas Day (December 25th)

1.3 Support Contact Information

A support request may be submitted to UCit using the contact information listed below.

- Support Portal (recommended): <https://helpdesk.ucit.fr/>
- Email: helpdesk@ucit.fr

Contact the support portal and create a support ticket for any inquiries about technical descriptions and inclusion of logs and status files.

For Severity 1 issues, it is recommended that, in addition to the support ticket, Licensee contact directly by phone his Account Manager assigned by UCit.

1.4 Maintenance and Upgrades

During the period of Support Services coverage defined by the Products License and Support agreements, UCit or ISVs may release and make available periodic upgrades to the Software. Licensee may only obtain such upgrades for the specific Software Products for which Licensee has paid the relevant Software license fees.

During the period of Support Services coverage defined by the Products License and Support agreements, UCit or ISVs may release Maintenance patches to Licensee to remedy issues identified by Licensee or by other customers such as software defects or CVEs (Common Vulnerabilities and Exposures).

UCit reserves the right to provide Licensee a notice of intent to End-of-Support-Life a specific version of a Product. This notice will be no less than 12-months or the period of current Support Services coverage – whichever is the greater. When End-of-Support-Life is reached, the specific version of the Product will no longer be covered by STANDARD Software Support.

Third party ISVs may reserve the right to provide Licensee a notice of intent to End-of-Support-Life a specific version of a Product. The specific License and Support agreements terms and conditions of the third-party ISVs may apply for such notice.

1.5 Service Level Agreement

The present STANDARD Support terms and conditions include the following definitions of Support problems and levels that may be encountered by Licensee under these terms and conditions, and the Service Level Agreement (SLA) that UCit will make all reasonable commercial and technical efforts to provide in order to reply to and solve the Licensee's issue.

UCit's targeted response times are not guarantees. Opening cases with the appropriate level of severity will help UCit agents get in touch with you within the appropriate response time.

Severity 1 (Urgent): Production system down: Your business is significantly impacted. Important functions of the Product are unavailable. This only applies to cases when the Product is installed on a production system. It also includes cases when a problem in the Product results in irretrievable corruption or loss of data on systems that are in production.

- Response Time: One (1) business hour or less

Severity 2 (High): Production system impaired: Important functions of the Product are impaired or degraded. This only applies to cases when the Product is installed on a production system.

- Response Time: Four (4) business hours or less

Severity 3 (Medium): System impaired: Non-critical functions of the Product are behaving abnormally on a production system, or you have a functional problem with the Product in a non-production system or you have a time-sensitive deployment issue or question.

- Response Time: Eight (8) business hours or less

Severity 4 (Low): General guidance: You have a general deployment, configuration or informational question, or you want to request a feature.

- Initial Response: Two (2) business days or less

NOTE

Because each support issue is potentially unique, the response times set forth in this agreement are the quality objectives of UCit Technical Support Center. UCit shall make all reasonable efforts to achieve these response times. Occasional shortcomings in these response time commitments can't be considered as a failure of UCit to provide the material means to ensure the subscribed Support Services.

2 EXCLUSIONS

Support Services do not include installation, consulting, education, training, customization and other services, or additional Software Products or components that UCit or ISVs market separately from the Software Products or charge additional license fees for.

3 TERM

NOTE

This section of the current Guide only applies to UCit Products. For third-party ISVs, the TERM is defined by the applicable terms and conditions included in the ISVs' License and Support agreements.

- **Perpetual License:** This Software Support Agreement becomes effective on receipt by Licensee of a permanent license key for the Software. The initial term shall continue until the first anniversary of the receipt of the permanent license key unless otherwise indicated on Licensee's purchase order and accepted by UCit. Upon expiry of the initial term, this Software Support Agreement shall automatically renew on an annual basis and Licensee shall be obligated to pay its annual support fee (as detailed on the purchase order) unless Licensee provides notice of termination to UCit at least 60 days prior to any such anniversary date. This Software Support Agreement shall terminate immediately in the event Licensee fails to pay the applicable annual support fee when due.
- **Right-To-Use (RTU) Subscription License:** This Software Support Agreement becomes effective on receipt by Licensee of an RTU license key for the Software. The term shall be coincident with the term of the RTU license. This Software Support Agreement shall terminate immediately in the event Licensee fails to pay the applicable RTU Subscription License fee when due.