

Subject to the terms of the Ordering Document and aPriori End User License Agreement entered into by the parties (each of which are incorporated herein by reference), the following Product Support for the current release of the Software and the previous release thereof is provided:

# 1. DEFINITIONS:

**"Error"** means any occurrence that causes a specific Software application not to operate in substantial conformance with the Software's accompanying Documentation.

**"Product Support"** means technical support for the Software made available to Customer as part of the term component fee. aPriori may designate or consult third parties including its Third Party Software providers or distributors, OEMs, or VARs to provide any of the Product Support, although aPriori shall remain responsible to Customer for the performance of all Product Support.

**"Standard Support Hours"** means Monday through Friday, 4:00 am to 5:00 pm Eastern Time, excluding aPriori holidays.

**"Updates"** means patches and other error corrections or minor enhancements issued from time to time to aPriori customers who have purchased Product Support.

**"Upgrades"** means a new version, or major release, of the same product(s) provided to aPriori customers who have purchased Product Support. Upgrades do not include new functionality, versions, major enhancements, application solutions or modules that are normally licensed by aPriori separately from the Software identified in the Ordering Document or for which a separate charge is generally assessed to other licensees or for separately priced products that aPriori may release from time to time.

**2. SUPPORT TERM:** Product Support Term is co-terminus with the Subscription Term specified in the Ordering Document and begins upon Delivery.

**3. EMAIL:** aPriori shall provide reasonable email support for issue determination and resolution during Standard Support Hours for issues arising either during software development or production deployments involving aPriori licensed Software, at <https://support.apriori.com/>.

**3.1. Support Web Site:** aPriori maintains the aPriori Support Center at <https://support.apriori.com/>. Product Support requests can be submitted through a Support Form on this site, in addition to direct email. Use of the aPriori Support Center shall be subject to the terms of use posted at such web site.

**4. UPDATES AND UPGRADES:** aPriori shall, from time to time, make available to Customer software Updates and Upgrades, all of which aPriori makes available to similarly situated customers at no additional cost. aPriori shall not be required to make Upgrades or Updates available to Customer except as provided herein. Updates and Upgrades shall be treated as Software and subject to the same aPriori End User License Agreement.

**5. ERROR CORRECTION:** aPriori shall make commercially reasonable efforts to correct reproducible Errors in the Software as provided by aPriori according to the schedule set forth below.

**5.1. Acknowledgement** -- Acknowledgement to Customer, either in email or by phone as to the receipt of the problem reported and confirmation of the problem severity. aPriori shall then begin the process of problem determination and resolution.

**5.2. Status Updates** -- Regular communications, either via email or phone as to the status of the problem determination and resolution.

**5.3. Resolution** -- Providing, as appropriate, one of the following to Customer: an existing correction, a new correction, a viable detour or workaround, or a plan on how the problem shall be corrected.

**5.4. Closure** -- Providing, as necessary, a final correction or workaround of the Error including Updates of the Software and revised or new Documentation.

**5.5. Severity Re-classification** -- If Customer determines that a previously reported and in progress issue's severity needs to be re-classified or escalated, Customer should issue a new call or email to the aPriori support team.

**6. CUSTOMER RESPONSIBILITIES:** aPriori's provision of Product Support to Customer is subject to the following.

**6.1. Information.** Customer is responsible for providing sufficient information and data to allow aPriori to readily reproduce all reported Errors.

**6.2. Access.** Customer shall provide aPriori with necessary access to the Software, personnel and equipment during Standard Support Hours. This access includes the ability to remotely access the Software, subject to Customer's security procedures.

**6.3. Report Errors.** Customer shall document and promptly report all detected Errors to aPriori. At aPriori's direction, Customer shall take all steps necessary to carry out procedures for the rectification of Errors within a reasonable time after such procedures have been received from aPriori.

**6.4. Training.** Customer shall properly train its personnel in the use and application of the Software.

**6.5. Authorized Contacts.** Customer shall appoint a reasonable number of trained individuals to serve as primary contacts between Customer and aPriori regarding the registry and report of support inquiries (each an **"Authorized Contact"**). All of Customer's support inquiries shall be initialized through the Authorized Contacts.

**7. EXCLUSIONS:** aPriori provides Product Support only for the most current major release of Software and the immediately preceding major release. Technical support for Customer configured virtual production environments will be supported for the most recent version of each aPriori manufacturing cost model, and the immediate four preceding versions of each aPriori manufacturing cost model. aPriori shall not provide Product Support for Third Party Software if Customer licenses any software of the same type for use in connection with the Software from a source other than aPriori. aPriori shall have no responsibility to provide Product Support for, and reserves the right, at its sole discretion, to charge and invoice Customer at aPriori's then current rate for professional services for the time and materials required to diagnose, remedy or attempt to remedy problems or Errors related to (i) Customer extracting or accessing data from or performing queries on the database; (ii) customizations or modifications to the Software by Customer or on Customer's behalf; (iii) hardware or software not provided by aPriori; (iv) accidents, failure of electric power, adverse environmental conditions, catastrophe, negligence by Customer or improper or unauthorized use; (v) Customer's on-site technical support or (vi) requests for enhancement. aPriori (a) does not warrant that it shall be able to successfully resolve such Errors and (b) reserves the right to refuse Product Support until and unless the Software has been rendered compliant with the Documentation.