

AMORPHIC
SUPPORT POLICY AND SERVICES LEVEL AGREEMENT

Version Control

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1. Introduction

This document describes Amorphic support for offering provided by Cloudwick’s technical support team (“Amorphic Support”) in connection with support requests related to bugs, defects, or errors in the Service causing it to fail to perform in material conformance with the Documentation (“Errors”). This document also describes the service level commitments applicable to certain editions of the Service. Customer shall receive Professional, Business, Enterprise or Premiere Support described and subscribed to in the applicable (“Order Form”). This document may be updated by Cloudwick from time-to-time upon notice (which may be provided through the Service or by posting an updated version of the ‘SUPPORT POLICY AND SERVICES LEVEL AGREEMENT’ at: <https://www.amorphicdata.com/support-services-and-legal/>

2. Audience

This document is intended to provide Amorphic support definitions related to the priority of the incidents.

- Tier 1 support team
- Analytical users
- Program/Technical management

This is a formal document subject to revision and change control. The list of authors is given in the section at the beginning of the document.

3. Submission of Support Cases.

Each Support Case shall; (a) designate the Severity Level of the Error in accordance with the definitions in Table 1, (b) identify the Customer’s Account that experienced the error, (c) include information succinctly detailed to allow Amorphic Support to attempt to duplicate the Error (including any relevant error messages), and (d) provide contact information for the Customer Contact most familiar with the issue. Unless Customer expressly designates the Severity Level, the Support Case will default to Severity Level four. If Customer believes that the issue to be related to Client Software (as defined in the Agreement), then the Support Case shall also include the applicable Client Software log files. If Customer Contacts submit Support Cases related to enhancement or feature requests, Cloudwick shall treat those tickets as closed once the request has been forwarded internally.

4. Severity Level Definitions

Table 1

Sev 1 - Production System Down	Your business is significantly impacted. Important functions of your application aren't available.
Sev 2 - Production System Impaired	Important functions of your application are impaired or degraded.
Sev 3 - System Impaired	Non-critical functions of your application are behaving abnormally, or you have a time-sensitive development question.
Sev 4 - General Guidance	You have a general development question, or you want to request a feature.

5. Error Response

Upon receipt of a Support Case, Amorphic Support will attempt to determine the Error and assign the applicable Severity Level based on descriptions in Table 1. Amorphic shall use commercially reasonable efforts to meet the Initial Response Time Target for the applicable Severity Level, as measured during in-region Amorphic Support hours set forth in Table 2 below (such hour(s), “Business Hour(s)” with the total Business Hours in an in-region support day being “Business Day(s)”). If the Customer Contact that submitted the Support Case is unresponsive or unreachable, Amorphic may downgrade the Severity Level by one level. If Amorphic Support’s Severity Level designation is different from that assigned by Customer, Amorphic Support will promptly notify Customer in advance of such designation. If Customer notifies Amorphic Support of a reasonable basis for disagreeing with Amorphic’s designated Security Level, the parties will discuss in an effort to come to a mutual agreement. If disagreement remains after discussion, each party will escalate within its organization and use good faith efforts to mutually agree on the appropriate Severity Level.

Table 2

Global Amorphic Support Hours			
Amorphic Service Regions	Professional & Enterprise Support Business Hours		
	(Enterprise & Premiere)	(Professional & Business)	Excluded Holidays Sev 3-4
US	24x7x365	6AM-6PM PT Mon-Fri	Recognized U.S. Federal Holidays
EU	24x7x365	6AM-6PM CE Mon-Fri	Recognized EU Bank Holidays
Asia Pacific	24x7x365	6AM-6PM AEDT Mon-Fri	Recognized APAC Holidays

6. Support First Response Times

Table 3

Issue Severity	Professional, Business & Enterprise Support First Response Times			
	Professional	Business	Enterprise	Premiere
Sev 4 -General Guidance	M-F 8 -6PM < 24 hours	M-F 8 -6PM < 24 hours	M-F 8 -6PM < 24 hours	M-F 8 -6PM < 24 hours
Sev 3 - System Impaired	M-F 8-6PM < 12 hours	M-F 8-6PM < 12 hours	24 x 7 < 12 hours	24 x 7 < 12 hours
Sev 2 - Production System Impaired		M-F 8 -6PM < 8 hours	24 x 7 < 4 hours	24 x 7 < 4 hours
Sev 1 - Production System Down		M-F 8-6PM < 4 hours	24x7 < 1 hour	24x7 < 1 hour

7. Support Level Entitlements

Table 4

Entitlements	Professional	Business	Enterprise	Premiere
Amorphic Support (knowledge-base, forums, articles, events, etc.)	Y	Y	Y	Y
Follow-the-Sun Case Management	N	N	Y	Y
Number of Total Customer TAC Contacts	2	3	6	Custom
Case Escalation	N	N	Y	Y
Designated Technical Account Manager (TAM) to proactively monitor your environment and assist with optimization	N	N	N	Y
24x7 Phone Access	N	N	N	Y

8. Service Level Agreement for Premiere Support Level

If Customer is receiving Premiere Support Level, target availability for the Amorphic Service is ninety-nine and nine tenths percent (99.9%) per calendar month (based on minutes of availability/total minutes per month) (“**Service Level**”). If the Amorphic Service fails to meet the Service Level in a given month (“**Service Level Failure**”) and Cloudwick agrees to the Service Level Failure, then as Customer’s sole and exclusive remedy, Customer shall receive the applicable Amorphic credit set forth in Table 5 below (“Service Level Credits”), and paid to the customer within 60 days following the Service Level Failure provided that Customer request Service Level Credits within (21) days of the calendar month in which the Service Level Failure occurred. As used in Table 5 below, “**Average Daily Amorphic Credit**” means Customer’s actual Amorphic Credit in the prior

calendar month divided by the number of days in such month, Service Level Credit may be applied only to subsequent Amorphic Data monthly subscription payment.

Table 5- Premiere Support Level SLA

Availability	Service Level Credit
Under 99.9% but greater than or equal to 99.0%	1 x Amorphic Daily Credit
Under 99.0% but greater than or equal to 95.0%	3 x Amorphic Daily Credit
Under 95.0%	7 x Amorphic Daily Credit

Example Calculation – Customer is paying \$600,000 USD per year for Premiere subscription and there are 31 days in the month and the availability of Amorphic Service is 98% that month. Customer’s Service Level Credit is $(\$50,000 / 31 \text{ days} = \$1,613 \times 3 = \$4,839$ Credit which will be paid to customer by check within 60 days.

9. Support Policy Exclusions

Cloudwick will have no liability for any failure to meet the Service Level to the extent arising from: (a) use of the Amorphic Service by Customer other than as authorized under this Agreement or Documentation, (b) Customer data; (c) Customer or user equipment; (d) third party acts, or services and/or systems not provided by Amorphic; (e) general Internet problems, or other factors outside of Cloudwick’s reasonable control; (f) evaluation or proof-of-concept use of the Amorphic Service; or (g) Amorphic’s preview features (e.g., beta functionality not intended for production use). Cloudwick will have no obligation to provide support for third party software or service other than those approved by Cloudwick in writing, or for custom scripts or code not native to the Amorphic Service. Additionally, if Customer desires technical or professional services from Cloudwick for Amorphic, including but not limited to services related to data modeling, code development, migration, or product training, then Customer and Cloudwick must enter into a mutually executed Statement of Work for such services.