



Nimmety Inc Support Guidelines

**** IMPORTANT****

Nimmety Inc Support Guidelines are provided to Customer solely for Customer's internal use and Customer may not use the Support Guidelines to supply any consulting, support or training services to any third party. Nimmety Inc reserves the right to modify reasonably its Support Guidelines from time to time, provided that in no event will Nimmety Inc; materially degrade or diminish the level and quality of Support provided under its Support Guidelines Document during the term of this Agreement. Any such amended version of the Support Guidelines will be the operative (i) from that point forward, or (ii) upon the next renewal date of the term, if Customer provides written notice of Customer's objection to the change within 30 days of the amendment. Nimmety Inc shall have no obligation to support versions of the Nimmety Software that have been modified by Customer or used to process, manipulate, or otherwise utilize unsupported code.

Nimmety Inc. Support Guidelines, including any attachments or additional terms referenced herein, apply to the support offered by Nimmety Inc for the Nimmety Software, including all its components, for which Nimmety Inc has received payment of the corresponding annual fees, as set in the agreement for the licensing of the Nimmety Software entered into by Nimmety Inc and the Customer (the "Agreement"). The Nimmety Software represents proprietary software created, made available or published by Nimmety Inc further defined in the Agreement.

1. DEFINITIONS

- 1.1. **Patch:** Patches (patch_x.y.z.<patch version>) represent a single cumulative package to fix one or more bugs.
- 1.2. **Major Release:** Major Releases (X.y.z) are vehicles for delivering major and minor feature development and enhancements to existing features and are designated by Nimmety Inc by means of a change in the digit to the left of the first decimal point (e.g. Software 3.0 >> Software 4.0). They incorporate all applicable defect corrections made in prior Major Releases, Minor Releases, Service Packs, and Patches.
- 1.3. **Minor Release:** Minor Releases (x.Y.z) are vehicles for delivering minor feature developments, enhancements to existing features, and defect corrections and are designated by Nimmety Inc by means of a change in the digits to the right of the decimal point (e.g. Software 4.0 >> Software 4.1). They incorporate all applicable defect corrections made in prior Minor Releases, Service Packs, and Patches.
- 1.4. **Business Day:** means a time period between 9:00 AM and 6:00 PM, from Monday to Friday and excluding public holidays in the relevant time zone where the Nimmety Inc support center is located for each Customer, and "hours" shall be deemed as elapsing only during the 8-hour period and every portion of time not elapsed at the end of a Business Day shall be suspended until the next Business Day.
- 1.5. **Incident:** means failure of the Nimmety Software Platform components to function in accordance with the Manuals, excluding issues due to misconfiguration performed by Customer or other third-party applications.
- 1.6. **Fix:** means a permanent solution to an Incident.
- 1.7. **Resolution:** means the final response from Nimmety Inc for a reported Incident.



- 1.8. **Service Requests:** means a request from the Customer for information or advice, typically product how to's, software activation and licensing.
- 1.9. **Workaround:** means a temporary solution for a reported Incident, which is deployed to restore the use of the Nimmetry Software Platform components. Nimmetry Inc may provide a Workaround as possible, until a Fix is implemented.
- 1.10. **Connector:** means the software code developed by Nimmetry Inc that enables a connection to one instance of an application, database or file format.

2.SUPPORT DESCRIPTION

Customer will provide first line support ("Customer Support") to its own personnel, as follows:

- Investigate the solution built by or on behalf of Customer in conjunction with the Nimmetry Software Platform components and make sure the Incident is not caused by the Customer's solution or other third-party applications. Nimmetry Inc will not offer any support at the level of the solution built by or on behalf of the Customer.
- Investigate the server logs to detect connectivity and security issues.
- Investigate logs to detect connectivity or permissions errors.
- Investigate recent IT changes that have an influence on the Nimmetry Software Platform like permission changes for the users that have access to the Nimmetry Software Platform such as password changes, provisioning or unprovisioning databases.

Nimmetry Inc Support

During the License Term, Nimmetry Inc will provide support services only on Business Days (except as otherwise expressly provided herein) ("Nimmetry Inc Support" or "Support"), as follows:

- Responses to, diagnosis and rectification of Incidents.
- Responses to Service Requests on a best efforts basis.
- Provision of applicable Improvements (including development work and quality assurance), in accordance with the Release Cycles.
- Nimmetry Inc may provide maintenance by sending additional information, e-newsletters, documentation and notices (including contents regarding the Nimmetry Software Platform components and its features and tools).

Nimmetry Inc provides: (i) Standard Nimmetry Inc Support is provided for Free to all its Customers, as detailed in the Standard Support Schedule ("**Standard Support**") and (ii) Enterprise Nimmetry Inc Support, to all its Customers that fulfil the applicable criteria, as provided by Nimmetry Inc ("Eligibility Criteria"), as detailed in the Enterprise Care Support Schedule ("**Enterprise Support**").

Incidents and Service Requests must be notified to Nimmetry Inc exclusively by means of a form available on the **Online Resolution Center** as "Issue" otherwise Nimmetry Inc will not be bound to provide the Nimmetry Inc Support.

Online Resolution Center: Nimmetry Inc Support will be provided only if Issues are submitted by the Customer via the **Online Resolution Center**, which can be accessed at: <http://www.nimmetry.com/legal>. The most optimal method of contact may be used by Nimmetry Inc to drive Resolution of the Issue, including



without limitation by remote connection (with Customer's prior consent), video conference applications, phone or email.

Customer Cooperation: As a precondition for filing an Issue, Customer agrees to (and agrees to ensure each of its developers and other relevant technical teams) make reasonable efforts to:

- i. conduct the Customer Support and to ensure a problem exists before filing an Issue.
- ii. provide Nimmetry Inc with sufficient information, technical data and materials ("Information") in order for Nimmetry Inc to establish that a potential problem is not excluded from the Nimmetry Inc Support in accordance with the Support Exclusions and Support Restriction sections.
- iii. make reasonable attempts to solve the Incident as suggested by Nimmetry Inc.
- iv. expend reasonable resources to provide any Information reasonably requested by Nimmetry Inc to adequately address the potential problem
- v. utilize sufficient resources to communicate with Nimmetry Inc for Support.

Customer acknowledges and agrees that the time required for Support may vary depending on the specific circumstances of each problem, including, without limitation, the nature of the Incident, the extent and accuracy of information available about the Incident, and the level of Customer's cooperation and responsiveness in providing Information, access and support reasonably required by Nimmetry Inc to achieve Incident Resolution. Customer is responsible for ensuring that its personnel who are assigned to interact and liaise with Nimmetry Inc have sufficient language and technical skills and will respond to and cooperate with Nimmetry Inc in a timely manner in connection to the Support.

Customer acknowledges and agrees:

- i. that Resolution of an Incident also depends on the Customer's ability to reproduce the Incident.
- ii. to provide proof of the Incident reproduction to Nimmetry Inc.
- iii. to assist Nimmetry Inc in reproducing reported Incidents, including by conducting diagnostic or troubleshooting activities, as requested by Nimmetry Inc. When submitting an Issue, Customer must assess the impact and urgency of the Incident and designate the perceived Priority Level. Nimmetry Inc will evaluate the Priority Level and confirm or recategorize it. Nimmetry Inc will make commercially reasonable efforts to meet the targeted response times set in the applicable Support Schedule.

Resolution Management: If Customer believes, in good faith, that a Priority Level 1 or Priority Level 2 Issue request was not addressed by Nimmetry Inc in accordance with the Support Guidelines, Customer may send an email to support@nimmetry.com. The email must contain at least the following information: Issue number, reason for complaint, proposed solution. All such complaints must be submitted and will be processed only in English. Nimmetry Inc will respond to such complaint emails in a reasonable timeframe but it will not be bound by the Response Times under the Support Guidelines.

Support Exclusions : Nimmetry Inc will not provide Support to Customer:

- i. where any of the Nimmetry Software Platform components has been modified or damaged by the Customer or anyone other than Nimmetry Inc without Nimmetry Inc consent or in breach of the Agreement or the Support Guidelines.
- ii. if the Incident is caused by a hardware malfunction, Customer's negligence, willful misconduct or use of the Nimmetry Software Platform components in breach of the Agreement.



- iii. if the Incident is caused due to a third-party software not developed by Nimmetry Inc.
- iv. if the Customer has not installed or implemented the Improvements Indicated by Nimmetry Inc. or
- v. for the Trial Version of the Nimmetry Software Platform. Nimmetry Inc in its sole discretion may provide a Workaround but not necessarily a Fix to a specific Incident and is the only one responsible and entitled to decide Improvements of the Nimmetry Software Platform.

Support Restrictions: Nimmetry Inc will not offer any Support for any third-party software which is used in conjunction with the Nimmetry Software Platform. In addition, the Support does not include the following:

- i. use of any version of Nimmetry Software Platform Platform components that is not designated as a production release (such as a beta release or code contained in the sandbox or any other repository that is not packaged into a production release distribution).
- ii. Customer’s failure to comply with operating instructions contained in the documentation and such failure results in an Incident.
- iii. installation, configuration, management and operation of Customer applications.
- iv. APIs, interfaces or data formats other than those included with the Nimmetry Software Platform.
- v. any training.

Standard Support Schedule: The Standard Support Schedule defines the standard level of Support provided by Nimmetry Inc to Customers. This Schedule is subject to the Nimmetry Inc Support Guidelines and any capitalized terms not defined herein will have the meaning specified in the Nimmetry Inc Support Guidelines.

Language: Standard Support will be provided only in English.

Service Levels: The following Standard Support Time applies to Nimmetry Inc’s initial response to an Issue:

Priority Level	Definition
1 – Critical*	A Priority 1 Incident is a major production error within the Nimmetry Software Platform that severely impacts the Customer’s use of the Nimmetry Software Platform for production purposes, such as the loss of production data or where production systems are not functioning, and no Workaround exists.
2 – High	A Priority 2 Incident is an error within the Nimmetry Software Platform where the Customer’s system is functioning for production purposes but in a reduced capacity, such as a problem that is causing significant impact to portions of the Customer’s business operations and productivity, or where the Nimmetry Software Platform is exposed to potential loss or interruption of service.
3 – Medium	A Priority 3 Incident is a medium-to-low impact error that involves partial or non-critical loss of functionality for production purposes.
4 – Low	A Priority 4 Incident is a low impact error that involves partial and/or non-critical loss of functionality for production, testing, training or development purposes. There is no defined Service Level Agreement for such issues.



Support Schedule: The Support Schedule defines the improved level of Support provided by Nimmetry Inc to Customers. This Schedule is subject to the Nimmetry Inc Support Guidelines and any capitalized terms not defined herein will have the meaning specified in the Nimmetry Inc Support Guidelines. NIMMETRY will reply to all Support requests via e-mail received at the support email alias (support@nimmetry.com) within 6 business hours, during NIMMETRY’s normal working hours: 8AM to 5pm US Eastern Time, Monday through Friday.

Support Benefits: Upon fulfilling the Eligibility Criteria Customer will receive the Support Benefits listed below:

Priority Tier	Priority Level - 1 (Critical)	Priority Level - 2 (High)	Priority Level - 3 (Medium)
Standard (Free)	3 days	7 days	21 days
Enterprise	4 hours	36 hours	4 days