



SUPPORT POLICY

STANDARD SERVICE LEVEL

Version 2.3

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1. DEFINITIONS

“Business Hours” refer to INUVIKA’s business hours as posted on the INUVIKA website. In North, Central and South America, this is between 3:00 am and 7:00 pm Eastern Standard Time and does not include Saturday, Sunday or statutory holidays in Ontario, Canada. In Europe, this is between 9:00 am and 11:00 pm Central European Time and does not include Saturday, Sunday or statutory holidays in France. The Reseller will be assigned to one of these time zones for resolving Support Incidents. If Reseller Certified L2 Specialist requires resolution of Support Incidents at other times, it will need to be separately arranged at additional costs.

“Certified L2 Specialist” refers to End User support personnel who purchased Level 2 support directly from INUVIKA, have completed INUVIKA’s Level 2 support certification courses and are supplying Level 2 support to their own environment.

“Certified Release” refers to any release of Software issued by INUVIKA. Certified Releases include:

- (a) “Major Release” which is any update identified by a version number of “X.Y”; and
- (b) “Maintenance Release” which is any update identified by a version number of “X.Y.Z”

“Defect” means a Software failure or fault causing critical problems reported by the Reseller or Certified L2 Specialist that is actual, reproducible and identifiable by INUVIKA and not otherwise fixable with Level 1 or Level 2 support.

“End User” refers to the entity that has installed and is using the Software.

“GPL” means the GNU General Public License Version 2.0 Agreement (and any amendments or updates thereto, published on the INUVIKA website)

“INUVIKA Product” means the binary-code version of the Software, as applicable, including associated application programming interfaces, for which an Order has been received and which is installed by End User or End User’s agent at End User’s premises or at an End User-controlled space within a third party data center.

“Maintenance Service Agreement” means the confirmation of the Order, the General Terms and Conditions and GPL.

“Order” refers to all the contractual documents pertaining to Software governing the relationship between the End User and Reseller or End User and INUVIKA as the case may be.

“Portal” a secure website owned by INUVIKA and used to manage and track Tickets. Reseller, or Certified L2 Specialist as the case may be, uses the Portal to report Tickets directly to INUVIKA. The Portal is used to track its handling and maintain a record of Tickets.

“Reseller” shall mean INUVIKA’s independent reseller, hosting provider or dealer who, pursuant to an agreement with INUVIKA, promotes and distributes INUVIKA’s existing products and services and who enters into Orders with the End Users on its own account. For the purposes of this support policy document, Reseller will also include a distributor partner of INUVIKA that has the right, under a distributor agreement to appoint Resellers of INUVIKA products.

“Service” means any L1 or L2 support service provided by Reseller (directly to End Users), L2 support purchased directly from Inuvika and Level 3 support co-ordinated through Inuvika.

“Software” means all or any part of the Inuvika OVD Enterprise software under GPL identified in the Order and licensed to the End User pursuant to Inuvika’s General Terms and Conditions.

“Support Incident” is defined as a request for INUVIKA support to fix a Defect in the INUVIKA Software Product whereby the Software Product is missing functionality previously understood by both parties to be available.

“Ticket” is the identification used by INUVIKA support to track each Support Incident in its Portal.

2. INTRODUCTION

The purpose of this document is to clearly define the services provided by INUVIKA to a Reseller or Certified L2 Specialist for the technical support for INUVIKA Software. Where INUVIKA has a distributor partner and the Reseller obtained its Reseller agreement from that distributor partner, the INUVIKA technical support is provided to the distributor and the distributor is responsible for providing all technical support to the Reseller unless otherwise set out in the partner agreement with Inuvika. This document describes how Support Incident requests are created and prioritized as well as INUVIKA's target response times. It also outlines the definitions and responsibilities for both INUVIKA and the Reseller or Certified L2 Specialist regarding support requests.

3. SUPPORT SERVICES

This section details the process for requesting support as well as INUVIKA's standard service level target timelines for responding to every Support Incident. The target response times vary depending on the designated severity of the Support Incident as determined using the criteria defined in Section 3.4. INUVIKA will respond to all Support Incidents in accordance with this section.

3.1 LEVEL 3 SUPPORT SERVICES

INUVIKA's standard support provides Level 3 support services only. Optional Level 2 Support is available if purchased from Inuvika or a Reseller. For the purposes of this document, the following definitions are used to determine Level 3 Support:

Level 1 Support (NOT provided by INUVIKA): Level 1 Support is first-level (how-to) support providing basic help-desk services including, but not limited to, assisting the client to quickly address operational questions plus, call logging, contract entitlement and software version checking. The role of Level 1 support is to register and classify received user incidents and to undertake an immediate effort in order restore the failing IT function as quickly as possible.

Level 2 Support (unless separately contracted, this is NOT provided by INUVIKA or Reseller): Level 2 Support provides in-depth and advanced technical support services to troubleshoot technical issues. Level 2 support services include, but are not limited to: network issues, hardware, operating system and hypervisor issues (infrastructure), verification and reproduction of technical issues using operational logging and systems analysis, the INUVIKA knowledge-base and diagnostic tools; development and implementation of workarounds; installation and testing of programmatic fixes and patches provided by INUVIKA.

The purpose of Level 2 Support is to determine if the incident identified is related to INUVIKA Software and if the incident is reproducible. If no resolution can be found and the incident is related to INUVIKA Software, Level 2 Support will report the incident to INUVIKA's Level 3 Support using the process defined in Section 3.3.

Level 3 Support (INUVIKA Responsibility): Level 3 Support provides engineering level technical support to identify and resolve technical issues related to INUVIKA Software that could not be resolved by Level 1 and Level 2 Support.

INUVIKA offers the following as Level 3 Support:

- (a) Access to the Portal;
- (b) Availability during Business Hours for initial response and ongoing related responses;

- (c) Initial response times as defined in Section 3.5 based on severity;
- (d) A limited annual support agreement;
- (e) Allowing two (2) Reseller (or distributor contacts as the case may be) contacts with direct access to the Portal.

3.2 PREREQUISITES FOR USING INUVIKA LEVEL 3 SUPPORT SERVICES

In order to use INUVIKA Level 3 Support, an individual must have an internet connection and an email address, either directly or through an internet service provider.

End Users are required to upgrade to the most current Maintenance Release version in order to continue receiving Support Services on a Major Release version.

The Reseller or Certified L2 Specialist must have personnel who are sufficiently skilled and trained in the use of the INUVIKA Product, to communicate Support Incidents and to carry out instructions for any required solutions.

In order to maintain the most efficient level of communication, it is required that individuals reporting incidents on behalf of the Reseller or Certified L2 Specialist be pre-designated product experts. The names and emails of these resources are to be provided to the INUVIKA Support Team and they must be registered in the Portal. This process will ensure that only issues that require INUVIKA’s resources are submitted and that communication remains streamlined between the INUVIKA Support Team and the designated contacts. If someone other than these individuals reports a Support Incident, the Portal will not log the incident. It is therefore recommended that careful thought be given to names and e-mail of the persons responsible for communication with the INUVIKA Support Team.

3.3 LEVEL 3 SUPPORT INCIDENT PROCESS

INUVIKA’s standard support service allows Resellers or Certified L2 Specialist to log a Support Incident in the Portal. Support Incidents may be reported via the following two (2) methods 24 hours a day, 7 days a week, 365 days a year:

Method	Contact
Online (allows attachments to be sent)	Web address: http://support.inuvika.com
Email (no attachments)	Email address: ovd-support@inuvika.com

3.4 LEVEL 3 SUPPORT INCIDENT SEVERITY LEVELS

The following factors should be used to assess the priority of a Level 3 Support Incident:

- Business and financial impact
- Workaround

It is not necessary (nor is it likely) to have a perfect match of each factor to determine the severity level for a Support Incident. A given incident must be judged against each of the factors and then an overall assessment must be made to determine which severity level best applies to the incident as outlined below.

SEVERITY LEVELS

	Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Low)
Business Impact	<p>The incident results in a critical business function being halted.</p> <p>The incident causes a total system shutdown, malfunction, unrecoverable data loss, or missing major INUVIKA Product functionality previously understood by both parties to be available.</p>	<p>The incident results in a critical business function being halted.</p> <p>The incident causes a total system shutdown, malfunction, unrecoverable data loss, or missing major INUVIKA Product functionality previously understood by both parties to be available.</p>	<p>The incident has a minor or insignificant business impact.</p> <p>The incident does not impact a critical business function when using the INUVIKA Product and users are still able to complete most tasks and carry out their day-to-day duties in a reasonable manner.</p> <p>Typically this would be considered a nuisance or cosmetic type of problem.</p>
Workaround	<p>There is no acceptable workaround to the issue (i.e., the desired function cannot be performed in any other way).</p> <p>Note: any issue that has an acceptable workaround is not considered Severity 1.</p>	<p>There is an acceptable and implemented short-term workaround</p>	<p>There may or may not be a workaround.</p>

3.5 LEVEL 3 SUPPORT INCIDENT RESPONSE TIME TARGETS

The Standard Level Support coverage provides response time targets for the three severity levels. INUVIKA will make reasonable commercial efforts to provide **an initial response** for recorded Support Incidents in accordance with the assigned severity, defined as follows:

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Low)
Target Initial Response Time		
Within four (4) hours or by 12:00 pm next business day if reported outside of Business Hours.	Within two (2) business days	Within ten (10) business days

4. SUPPORT PROCESS

The individual reporting the Support Incident on behalf of the Reseller or Certified L2 Specialist, acting reasonably and in good faith, will make an initial evaluation of the severity level based on the factors identified in Section 3.4. Once the Support Incident is reported, and further investigated, INUVIKA will make final determination of the severity level based on the Reseller's or Certified L2 Specialist's initial evaluation and following further consultation with the Reseller or Certified L2 Specialist.

INUVIKA will then assign the support issue to a support analyst or an INUVIKA technical resource, depending on the nature and severity of the issue.

Severity 1 issues will always be prioritized over any other issues. If, after conducting an initial assessment, INUVIKA considers it appropriate to adjust the severity, INUVIKA will notify the Reseller or Certified L2 Specialist of the adjustment.

4.1 RESOLUTION OF SUPPORT INCIDENTS

INUVIKA will consider a Support Incident resolved when the issue has been adequately addressed under one of the following criteria:

- The End User can, with a workaround procedure or other means, use the INUVIKA Product in an effective manner and reasonable plans and dates required to execute permanent fixes that may be required to completely solve the root cause of the issue have been communicated; or
- INUVIKA has a Certified Release of the Software Product that resolves the problem originally reported in the Support Incident; or
- INUVIKA has provided and agreed with the Reseller or Certified L2 Specialist on a projected release date and time by which the software remedy will be delivered.

4.2 INITIAL RESPONSE TIME CALCULATION

All Support Incidents are logged into the Portal and assigned a unique support Ticket. This is the case whether the incident was reported using the online method or by email. The Portal will send an email response with details of the Ticket number to the email of the individual reporting the Support Incident when the incident has been recorded in the Portal.

After investigating the incident, the INUVIKA Support Analyst will log his or her response in the Portal. The Portal will automatically send an email containing that information to the email address associated with the person that created the Support Incident. The Portal automatically notes the associated response date and time stamp when the INUVIKA Support Analyst creates the response. For Support Incidents, the initial response time is measured from date/time stamp

associated with the creation of the support Ticket in the Portal, to the time that INUVIKA Support Analyst creates the response in the Portal.

From time to time, a particular Support Incident will require further input from the Reseller in order to proceed. The INUVIKA Support Analyst will log the request for further information in the Portal and the Reseller will be notified of the request for more information by an email generated by the Portal.

4.3 CLOSING OF SUPPORT REQUESTS

When a resolution is available for a Support Incident (either through an existing Certified Release, a program upload or other corrective means), the Reseller or Certified L2 Specialist will have the opportunity to confirm the resolution of the issue. INUVIKA will resolve the Support Incident upon the earlier of: (a) notification of successful resolution by the Reseller or Certified L2 Specialist, or (b) five (5) business days following the designated Reseller or Certified L2 Specialist being provided the existing Certified Release, a program upload, or other corrective means.

Where a Support Incident requires further work to resolve a root cause, the INUVIKA Support Analyst will communicate the proposed timeline of this resolution.

4.4 SUPPORT SERVICE EXCLUSION

INUVIKA will not provide Support Incident services in the following cases and may not be held liable due to:

- (a) failure by the End User to install any upgrades, new releases or patches provided by INUVIKA;
- (b) use of the Software in a way that does not comply with the documentation available on INUVIKA's website at www.inuvika.com;
- (c) the use of any software enhancements that were not developed by INUVIKA or software enhancements not incorporated in a stable and certified release of the INUVIKA Product. The support and maintenance of any software enhancements developed by INUVIKA, but not incorporated in a certified release of the INUVIKA Product, must be the subject of a separate service agreement.

The following remedies are excluded from the corrective and upgrade maintenance provided by INUVIKA:

- (a) recovery of End User's files in case of accidental destruction;
- (b) the operating work and specifically any and all kind of backups;

- (c) upgrading Software onsite at the End User's premises;
- (d) telecommunications expenses.
- (e) travel expenses for support related issues
- (f) costs relating to the creation of or access to technical environments for the purposes of replicating incidents, investigating, remedy, or quality assurance for End User fixes.

Therefore, INUVIKA strongly recommends that the End User backup its IT systems daily and weekly and to maintain and keep each backup separately.

4.5 INUVIKA RESPONSIBILITY

On notification of a Support Incident, Inuvika will pursue a resolution of the incident to restore the Software Product function as quickly as possible. This includes doing an initial assessment based on the reported information, assigning resources to correct the problem, and liaising with appropriate Reseller or Certified L2 Specialist contacts to report status and progress.

Once the Defect has been verified and the severity agreed, Inuvika will use its best efforts to provide a workaround, software remedy or proposal to the Reseller or Certified L2 Specialist for agreement on a projected release date and time by which the software remedy will be delivered. INUVIKA reserves the right to provide a patch if a workaround solution is not available, but INUVIKA will only do so if the End User has purchased Service from the Reseller or Inuvika and the End User has a valid Maintenance Service Agreement. The patch thereby provided will be supported within the Maintenance Service Agreement until a new release of the Software Product is published. The End User is obligated to migrate to this new release. INUVIKA reserves the right to suspend support and maintenance of the patch following delivery of a software release fixing the incident.

It is understood that INUVIKA is only under a duty to use commercially reasonable efforts and, INUVIKA may not be held liable for any persistent malfunction of the Software Product that may be due to factors beyond INUVIKA's control or that cannot be fixed in a commercially reasonable or timely manner.

4.6 RESELLER RESPONSIBILITY

Before reporting a Level 3 Support Incident, the Reseller or Certified L2 Specialist must have researched and attempted to resolve the incident using its Level 1 and Level 2 support team.

Reseller or Certified L2 Specialist shall direct to INUVIKA any Level 3 Support Incidents and shall assist INUVIKA in resolving any issue including translation and timeliness of communications.

The Reseller will make a best effort to provide the necessary details for INUVIKA support to identify and replicate reported incidents. Any log files or screenshots should be attached to the incident in the Portal.

It is the responsibility of the Reseller or Certified L2 Specialist to ensure that the necessary staff members required to facilitate resolution of the issue are available in order to assist INUVIKA in resolving the issue as expeditiously as possible. Persons possessing knowledge of the problem history, access passwords, keys to locked system areas and any other End User or Reseller controlled components will be called upon as required while INUVIKA is addressing the problem.

INUVIKA will not be responsible for delays in problem resolution due to unavailability of key Reseller personnel or resources.