

Aklivity Global Support Policies

Effective Date: August 1, 2023

Overview

This document describes how Aklivity Global Support (AGS) Services operate and the policies we follow.

Changes to this document

These policies are subject to change at the discretion of Aklivity, Inc. Changes in the policies described in this document will not result in a material reduction in the level of the services provided for supported products and services during the support period (defined below) for which fees for technical support have been paid. The latest version of Aklivity Global Support policies is available at <https://www.aklivity.io/support>.

DEFINITIONS

Pronouns

"You" and "your" refers to the individual or entity that has ordered technical support from Aklivity, Inc.

"We", "us", "our" and "Aklivity" refers to Aklivity Global Support, a department of Aklivity, Inc., dedicated to provide technical support to you in your use of our product/services(s).

Scope

Support Policies described in this document apply to technical support for all of the Aklivity products and services.

Product/Service

"Product or Service" refers to a logical unit of software or hardware that is also licensed and sold or hosted as a unit. Entities, be they computer code or computer hardware or product documentation that Aklivity does not license separately, are referred to as a "component".

Documentation

The term "documentation" is used for any instructions, definitions, and specifications, tips, hints

and help-oriented material, printed or available online and labeled as “documentation”, that accompany a product.

Version

With the term “version” should be understood an initial, or a subsequent, revision or release of a given product.

Service Request (SR) / Ticket

These terms refer to a ticket logged in the Aklivity Online Support System (at <https://www.aklivity.io/request-submission>). It holds information on the problem or issue it pertains to, a log of actions taken, current status, action plans and much more. It is available in a self-service fashion and via e-mail, slack, and phone. TNS staff has access to the system and uses it to track issues from inception to resolution.

Defect

Defect refers to a failure in a soft- or hard-ware product to materially perform as described in the product documentation.

Releases

Major Release

The term “Major Release” is used for a release of a new product or for a release of an existing product that contains significant new features or significant improvements to existing features, or both.

Maintenance Release

This term refers to a release that chiefly contains remedies to defects found since the last major or maintenance Aklivity release. Remedies are delivered primarily through hotfixes. A Maintenance Release therefore contains all hotfixes and improvements since the last major or maintenance release. (See Hotfix below).

Patches and Hotfixes

The main mechanism of delivering new versions of Aklivity products is through the release of patches. The purpose of a patch is to remedy a defect. However, at times, to assist in diagnosing an issue, Aklivity may release a diagnostic patch.

Patch

A patch is a single code fix meant to correct a single software defect. It has been tested and confirmed to fix a specific problem with a product. It may or may not have been certified to work well with the product as a whole. As a consequence a patch could potentially introduce new problems, reintroduce previously corrected defects, cause instability or not work well with third party components not used in the nominal testing.

Diagnostic patch

A diagnostic patch is made and used for the purpose of diagnosing a single, often defect related, problem. It often provides additional logging and tracing capabilities but have no additional intended function. It rarely includes fixes and should only be used for diagnostic purposes and only as directed by TNS staff.

Hotfix

A hotfix is an update to one or more components of the product, primarily to remedy a defect that has been found since the last Major Release, Maintenance Release, or prior hotfix. Hotfixes reference a Maintenance Release. Hotfixes are cumulative - Hotfix 03 contains all components from Hotfix 01 and Hotfix 02, for example. The functionality in a hotfix is verified through QA.

Third party

The term “third party” is used to denote a party other than you or Aklivity. It can be a maker of software necessary to run Aklivity products or a provider of services used by you and/or Aklivity.

Certification

Aklivity actively tests our products with third party components like browsers, browser plugins and operating systems (OSs) currently and commonly used in the industry. If a given test is successful we call the tested combination of components “certified”. It is also a prerequisite for supporting our product(s) with third party components. See below for more information on the relationship between “certified” and “supported”.

Information about what combinations are certified by Aklivity can be found on our online support system, TOSS. See below for more information on TOSS.

Supported

The term “supported” refers to the status of a given product or product version or combination of products or versions commonly used in conjunction with Aklivity products.

All certified (see above for a definition of the term “certified”) products and combinations of products are supported. Minor later revisions of certified products or combinations are also supported by virtue of being minor revisions. It is assumed that minor revisions have not changed in significant enough ways to be likely to cause problems.

Using a minor revision (version 8.0.5 of “Browser XYZ” let’s say) of a major browser version that Aklivity has certified (versions 8 of the same fictitious browser) is an example of this. Even though we may not have certified the minor revision, we support it because we have certified the major version.

Combinations of products made by a third party and which are certified by that third party for use with major revisions of products we have certified are also supported even though the specific combination may not have been certified by Aklivity.

Program Updates

The term “update” refers to a release of a product or product version other than the initial release of the product in question. If you have a license that includes software updates for the relevant time period, Aklivity generally makes updates available for free. Updates do not include releases, options or future products that Aklivity licenses separately. Updates are provided when available (as determined by Aklivity). Aklivity is under no obligation to develop any future programs or functionality but generally strives to do so unless explicitly stated.

Unsupported products or product versions (perhaps they are in the “Inactive Support Phase” as defined in the section below entitled “Product Support Phases” or have not yet been publicly released) are not eligible for updates, maintenance releases or patches. Products purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement for unsupported products, may not be used to update any such products.

Technical Support Fees

Technical support fees are due and payable annually in advance of the support period, unless otherwise stated in the relevant ordering document you have agreed to. Your payment is required to receive your technical support from Aklivity. Failure to submit payment will result in the termination of support.

Support Period

Technical support starts upon the effective date of your payment. Aklivity technical support terms, which include pricing, reflect a 12 month support period (the "support period") for annual subscriptions. The purchase of technical support services for a support period are non-refundable. Aklivity is not obligated to provide technical support beyond the end of the support period until your technical support contract is renewed.

Right to retire products

At the end of a product's lifecycle Aklivity may deem it necessary to retire (or desupport) the product or product version. Information about this retirement process as it applies to a specific product or product version, including date of retirement and information about how to migrate to newer products or product versions, is posted on the Aklivity Online Support System. This information is subject to change.

Technical Support Levels

Software Update License & Support is divided into levels Platinum and Gold. We also have available the Named Developer Program.

Support Channels, Updates, and Support Hours

These include the following support channels, access to updates and releases, and support hours:

LEVELS / PROGRAMS	Support Channels / Access	Updates and Releases	Assistance Hours for Service Requests and Product Defect Fixes
Platinum Level	Aklivity Global Support System via chat, email, phone, and self-service web portal (https://www.aklivity.io/request-submission)	Updates, fixes, security alerts, major product and technology releases including general maintenance releases, selected	24 hours a day, 7 days a week

		functionality releases, and documentation updates	
Gold Level (Standard Enterprise Support)	Same	Same	12 hours a day (one of two time periods available), 5 days a week

Service Request Priorities and SLAs

These levels and programs include the ability to file service requests of the following priorities with the following SLAs:

LEVELS / PROGRAMS	Urgent / Severity 1	High / Severity 2	Normal / Severity 3	Low / Severity 4
Platinum Level	Response within 2 hours	Response within 4 hours	Response within 1 business day	Response within 5 business days
Gold Level	Response within 8 hours	Response within 1 business day	Response within 1 business day	Response within 5 business days

SEVERITY DEFINITIONS

Service Requests for all supported Aklivity products may be submitted by you online through TOSS, by email, or by telephone. The Service Request's severity level is selected by you and Aklivity and should be based on the following severity definitions:

Urgent / Severity 1

Your use of the supported programs in a production environment is blocked by what you suspect is a problem in our product(s) or it so severely impacted that you cannot reasonably continue work. You experience a complete loss of service for the whole or part of your affected system. The operation is critical to the business and the situation can reasonably be characterized as an emergency. A service request in this severity level has one or more of the following characteristics:

1. Data or network traffic is corrupted or not delivered
2. A critical, documented function is not available

3. System hangs indefinitely or very frequently, causing unacceptable or indefinite delays for resources or system response times
4. System crashes, and crashes repeatedly after restart attempts

Commitment to Urgent / Severity 1 Service Requests for All Supported Programs

For customers paying for Platinum Level support, TNS will respond within two (2) hours of being notified of an issue and will work around the clock (often referred to as “24x7”) until the issue is resolved or as long as useful progress can be made. You must provide TNS with a contact during this 24x7 period, either on site or by an appropriate wireless device, to assist with data gathering, testing, and applying diagnostic patches and/or fixes.

For customers paying for Gold Level Support or for other support offerings than the Platinum Level, TNS will respond to Urgent / Severity 1 Service Requests within eight (8) hours of being notified of an issue and work to resolve the issue during times of its choosing.

You are requested to select this severity classification on your service requests / tickets with great care, so that valid (as defined above) Urgent / Severity 1 situations obtain the necessary resource allocation from Aklivity. Aklivity reserves the right to downgrade the severity to a Severity 2 or a lower level, if it is not impacting production system or if there is a workaround available.

High / Severity 2

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

Escalation of High / Severity 2 issues

During times when there are more issues than Aklivity has staff to handle, issues are prioritized according to an algorithm that, among other factors, take into account the Severity of the issue (Urgent / Severity 1 issues take precedence over High / Severity 2), the issue age (higher age takes precedence) and the number of customers affected by the same issue. It also takes into account the escalation status of an issue. Only issues of High / Severity 2 can be escalated. Once an issue is escalated it takes precedence before other Severity 2 issues.

For customers paying for Platinum Level, TNS will accept an unlimited number of escalation requests. At the Gold Level, TNS will accept 12 escalation requests per 12 months. For customers not paying for either of the above mentioned 2 levels, Aklivity accepts no escalation requests. Aklivity reserves the right to downgrade the severity to a Severity 3 or a lower level, if it is not impacting production system or if there is a workaround available.

Normal / Severity 3

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

Low / Severity 4

You request information, an enhancement, or documentation clarification regarding our software but there is no impact on the operation of the software. You experience no or nominal loss of service. The effects of the problem do not impede the operation of any system.

Escalation process

Escalating an issue is marking it as important or urgent or both. It is a formal process that involves asking the TNS team to flag an existing ticket as “Escalated”, or to file a new ticket for a very urgent Service Request and ask that it be escalated. The request will be reviewed by the Support Manager on duty. Once approved, the Service Request will be flagged as escalated and receive priority handling during the rest of the resolution process.

¹ Via telephone, voice-mail, e-mail or a Service Request ticket being logged in the online support system (TOSS)

Contact Aklivity Global Support

Phone numbers and contact information can be found on the Aklivity support web site at <https://www.aklivity.io/contact>.

EXPECTATIONS

What You Can Expect from Aklivity Global Support

The Aklivity Global Support organization (“TNS”) activities include, but are not necessarily limited to, assistance with installing our products, developing products based on ours, deploying and running our products as well as assistance with diagnosing, analyzing and resolving problems encountered while using our products.

Technical Support is provided for issues (including problems created by you) that are shown, by you, to negatively affect the currently supported release(s) (they are in the “Active Support Phase” as defined in the section entitled “Product Support Phases”) of a Aklivity product you have licensed, running unaltered, and on appropriate hardware, operating system configuration,

browsers and Java Virtual Machines, as specified in your order or relevant product documentation.

Technical support is not generally available for

- Products or product versions not yet released
- Products that are explicitly labeled “unsupported” or “not supported”. Examples of this category are demo versions, alpha- and beta-versions, pre-releases, older hotfixes.
- Products or versions designated to be in the “Inactive Support Phase” (desupported products or versions).
- Problems occurring while using products not developed or maintained by Aklivity, if the problem also occurs when Aklivity product(s) is not involved.
- Problems encountered while using our products in a way that they were not intended for, unless the same problem also occurs when our product *is* used as intended. TNS may elect to assist in this type of situation even if our product is used in an inappropriate way.
- Problems encountered while using third party components not certified by Aklivity. TNS may elect to assist in this type of situation even if our product is used in this way. See the section entitled “Certification” under “Definitions” for further information about certifications.
- Using a product made by us that has been altered or modified in any way by anyone except persons authorized, in writing, to do so by Aklivity.
- Problems that are not related to defects, as defined above in the section entitled “Definitions”.
- Problems due to improper installation of the product.
- Problems due to accidents, unusual environmental, electrical, magnetic or other unforeseen factors.
- Aklivity may elect to provide assistance for problems that fall into the categories described above if circumstances warrant it. We may also elect not to provide assistance in these cases.

What We Expect of You

Name a Limited Number of Technical Contacts

Your technical contacts are the liaisons between you and TNS for technical support of our products. Aklivity recommends that your technical contacts are trained representatives of your company. Such training should include initial basic product training and, as needed, additional training appropriate for a specific role or implementation phase, specialized product usage, and other functions such as migration and upgrades. Your technical contacts should be knowledgeable about Aklivity products used by your organization and your environment as it

pertains to the usage of Aklivity products in order to help resolve issues and to assist Aklivity in analyzing and resolving service requests made to TNS.

When submitting a service request, your technical contact should have at least a basic understanding of the problem(s) you have encountered and an ability to reproduce the problem in order to assist TNS in triaging, diagnosing and resolving the problem.

To avoid interruptions in support services, you are encouraged to notify TNS whenever technical contact responsibilities are transferred to another individual.

With the order of Platinum Level Software Update License & Support, you may designate one (1) primary and four (4) backup contacts("technical contacts") per license, to serve as liaisons with TNS.

With the order of Gold Level Software Update License & Support, you may designate one (1) primary and two (2) backup contacts("technical contact") per license.

Your primary technical contact should ideally be responsible for supervising all your service request activities. He/she should also oversee development and deployment of troubleshooting processes and diagnosis and resolution guidelines and standards in your organization. The backup technical contacts shall be responsible for resolving user issues caused by inappropriate use of Aklivity product(s). For an additional fee Aklivity may agree that you can name additional technical contacts.

We expect you to have a knowledgeable technician (ideally one of your named technical contacts) available at the hours of the day when Aklivity has agreed to work on the issue you have reported.

Aklivity may go over service requests logged by your technical contacts, and may recommend specific training in an effort to reduce the overall number of service requests.

Additional Contacts

If you wish to nominate additional backup contact individuals, please contact Aklivity (inquiry@Aklivity.com).

When filing a Service Request

You can file a Service Request in several ways:

1. By using the Aklivity Online Support System ("TOSS") and creating a Service Request ticket yourself, self-service style.
2. By sending a message in the Aklivity Slack Workspace (<https://www.aklivity.io/slack>).
3. By emailing inquiry@aklivity.io - a ticket will be created automatically at Normal /

Severity 3 priority.

While all three methods are available to you, the preferred method that you create tickets is through the online support system.

Reproduction of the Issue

Test cases, a set of software programs and/or hardware designed to demonstrate the nature of a specific issue, should be as small and as comprehensible as possible. Any dependencies (including, but not limited to, code libraries, databases and authentication services) unnecessary in the reproduction of an issue should, if at all possible, be removed from the test case. Aklivity technicians will make a best effort attempt at working with all submitted test cases but we expect you to reduce the size and complexity of test cases to the best of your ability before handing it over to us.

Aklivity Support technicians are trained in the use and configuration of our products and have a working knowledge of many technologies and products that may show up alongside or that are directly involved in the use of Aklivity products. They may however not be sufficiently skilled to assist or set up specific third party products or technologies. You are expected to provide us with complete instructions or a complete test case that show the full nature of a given problem. Aklivity will make a best possible effort to make the test case work. It is ultimately your responsibility however, to make a test case work. Any problems with products or technologies unrelated to Aklivity offerings that keep us from reproducing a reported problem are ultimately your responsibility to resolve.

This includes, but is not limited to, security measures such as certificates and single sign-on servers, proxy servers and firewalls, SSL accelerators and optimizers, third party code libraries used in an application and database schemas and user stores.

Other Information

Other information to bring when filing a ticket includes:

- Details about Aklivity products and versions used when encountering the problem
- Details about third party components and versions used
- Details about changes recently made to the environment used
- Description of expected and actual results
- Log files and diagnostics

Promptness in Reporting and Execution

- Aklivity expects you to promptly report problems to TNS.

Severity Designation

- You have the right to determine what severity a given issue has. Aklivity staff has the right to change severity if appropriate. If you raise the severity of an issue to the highest level, Urgent / Severity 1, Aklivity expects you to make at least one of your named technical contacts available during the time period you have licensed support for. In other words: if you have Platinum Level 24/7 support, a technical contact should be available around 24 hours a day while the issue is active. For Gold Level support, the technical contact should be available during the 12 hour period you have chosen.

Gold Level Business Hours

- If you have purchased a Gold Level Support license, Aklivity expects you to use the Support Center with the most daylight hours overlapping with the daylight hours where you are located. Following this policy will greatly facilitate a speedy resolution of Service Requests.

Aklivity Online Support System

The following policy for Aklivity Online Support System applies to all Aklivity products:

- It is an online customer support system available at support.Aklivity.com. Access to TOSS is limited to your designated technical contacts. Access to TOSS is included with all levels of Software Update License & Support.

ADDITIONAL TOOLS

- Aklivity may make available software tools (such as tools to assist in the collection and transmission of configuration data) and web-based tools (such as tools that enable Aklivity, with your consent, to access your computer system) to aid in the resolution of service requests. Such tools may be used only in connection with supported program licenses, and use of the tools will be subject to any additional license and other terms provided with the tools.

TERMS

Privacy Policy

Aklivity will provide technical support in accordance with Aklivity's privacy policy available at <https://www.aklivity.com/privacy-policy/>.

Warranties, Disclaimers, and Exclusive Remedies

AKLIVITY WARRANTS THAT TECHNICAL SUPPORT SERVICES WILL BE PROVIDED IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. YOU MUST NOTIFY AKLIVITY OF ANY TECHNICAL SUPPORT SERVICES WARRANTY DEFICIENCIES WITHIN 90 DAYS FROM PERFORMANCE OF THE DEFECTIVE TECHNICAL SUPPORT SERVICES.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND AKLIVITY'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT TECHNICAL SUPPORT SERVICES, OR IF AKLIVITY CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES PAID TO AKLIVITY FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. AKLIVITY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID AKLIVITY UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID AKLIVITY FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.

Nondisclosure

During and after the term of this agreement, each party will: (a) use the other party's confidential information solely for the purpose for which it is provided; (b) not disclose the other party's confidential information to a third party unless the third party must access the confidential information to perform in accordance with this agreement and the third party has executed a written agreement that contains terms that are substantially similar to the terms contained in this section and (c) protect the other party's confidential information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own confidential information of a similar nature.