

ADLIB SUPPORT POLICY

Version 1.3

Effective November 21, 2024

This Support Policy ("*Policy*") at [Adlib Software Support Policy](#) describes the current practices of Adlib with regard to its provision of Support Services to entities that have entered into an Agreement for Adlib Products. Products subject to this Policy are specified in Section 2.1 below. The terms of this Policy may change, from time to time at Adlib's discretion.

Section 1. Definitions.

"Adlib Product(s)" means Adlib Transform and associated Adlib's proprietary offerings.

"Adlib Customer Portal" or *"Customer Portal"* means Adlib's online support website available at <https://portal.adlibsoftware.com>

"Agreement" means the applicable agreement between Adlib and Customer that refers to this Policy.

"Customer" means the organization who has a valid subscription for use of Adlib products and services, as defined in the Agreement.

"Documentation" means the then-current documentation, user guides and release notes for the applicable Adlib Product, as may be modified by Adlib from time to time.

"Error" means any verifiable and reproducible failure of an Adlib Product to materially conform to the Documentation.

"Initial Response Time" means the period commencing when an Error is first reported by Customers Technical Contact(s) in the manner required by this Policy and ending when a member of the Adlib technical support team logs the report as a Support Case and responds to the Technical Contact(s) by telephone, email or through the Customer Portal.

"Legacy Products" means versions of the Adlib Products listed at www.adlibsoftware.com/Legacy-Product-Matrix. Legacy Products do not include Updates except as provided in Section 3 below.

"Maintenance Services" means the release of Updates to the applicable Adlib Product, which Adlib elects to make generally available to Customers.

"Severity 1 Error" means that the applicable Adlib Product is inoperable or not accessible in a production environment due to i) a server-side failure, but not as a result of scheduled maintenance and/or upgrades, or ii) any event beyond the reasonable control of Adlib, including but not limited to any interruption of power, telecommunications or Internet connectivity, and any failure of internal telecommunications equipment, browser or network configurations, hardware and/or third party software). For purposes of the Adlib Product, a Severity 1 Error means that the processing of all documents is not functional and no workaround is available.

"Severity 2 Error" means that major functionality is materially impacted and not working in accordance with the technical specifications in the Documentation or significant performance degradation is experienced so that productivity is compromised but still functional.

"Severity 3 Error" means that any production or development system has encountered a non-critical problem or defect including, for example, single document related issues.

"Severity 4 Error" means minimal system impact or questions regarding features and functionality.

"Standard Business Hours" mean from 02:00 am to 6:00 pm Eastern Standard Time (GMT -5) Monday to Friday (excluding national and bank holidays).

"Support Case" means a documented request for Support Services that is registered with Adlib Support in accordance with this Policy and assigned a case identifier.

"Support Services" means the technical user support for the applicable Adlib Product as described in this Policy. Support Services do not include consulting or education services, Maintenance Services, or any services not expressly stated in this Policy. Support of Legacy Products is subject to Sections 2.1 and 3 below.

“*Technical Contact(s)*” means the Customer’s technical personnel that have been identified in writing by the Customer as the technical contacts which are authorized to contact Adlib for support.

“*Update*” means a subsequent release of an Adlib Product which Adlib generally makes available for such offering at no additional fee for those on current subscription agreements. For all Adlib Products, Updates do not include (a) new or separate products which Adlib offers only for an additional fee to its customers or (b) a transition or upgrade from Legacy Products to current versions of Adlib Products.

Section 2. Support Overview.

- 2.1 A list of Adlib Products and Legacy Products supported by Adlib under this Policy are specified at <https://adlibsoftware.com/product-matrix>, which list may be updated from time to time.
- 2.2 Support Services are available for up to one named Technical Contact named by Customer.
- 2.3 Adlib will provide Customer with Support Services and Maintenance Services for the Adlib Products in accordance with this Policy, subject to Customer’s timely payment of the applicable fees. Support of Legacy Products is described in Section 3 below.
- 2.4 In order to receive Support Services, Customers experiencing an incident or Error shall email support@adlibsoftware.com, or enter the Customer Support Portal to input a description of the Error, or may contact Adlib Support by calling 1-866-991-1705. Only named Technical Contacts may contact Adlib Support. Adlib Support will either respond directly or open a Support Case for the Customer. The Adlib Customer Portal will be used for incident management. The named Technical Contact will be able to view incidents and create new incidents.
- 2.5 Unless otherwise expressly set forth herein, all references in this Policy to response or resolution targets shall only apply during Adlib’s Standard Business Hours, regardless of when a support matter is reported to Adlib.
- 2.6 Any Support Services provided by Adlib hereunder will be provided in English.
- 2.7 Support is only available for currently supported version of the Adlib software

Section 3. Legacy Products, Extended Support and Updates.

- 3.1 A list of Legacy Products is accessible at www.adlibsoftware.com/Legacy-Product-Matrix as amended from time to time.
- 3.2 Certain Legacy Products listed at <https://adlibsoftware.com/product-matrix> are supported under this Policy.
- 3.3 For unsupported Adlib Products or Legacy Products, Adlib may, at its sole discretion, permit Customer to convert to another level of support (referred to herein as “*Extended Support*”). If offered, Extended Support shall be subject to additional fees, payable by Customer.
- 3.4 The purpose of Extended support is to provide continued support for Severity 1 Errors and to assist with the migration to the latest version of Adlib Products. Other issues may be looked at on a best effort scenario, solely at the discretion of the Manager, Customer Service.
- 3.5 Legacy Products are not eligible to receive Updates.
- 3.6 A transition or upgrade from Legacy Products to current versions of Adlib Products shall be subject to additional fees, payable by Customer.

Section 4. Support Obligations.

- 4.1 Adlib’s support obligations to the Customer under this Policy relate only to Support for Adlib Products. Prior to reporting any Error, the Customer is responsible to take all reasonable steps to determine that such issue relates solely to the Adlib Products.
- 4.2 Adlib will use commercially reasonable efforts to provide Customers with Support Services, as set forth below, in connection with the applicable Adlib Product distributed or made accessible.

4.3 Adlib may request remote access to a Customer's computer systems to perform diagnostic and troubleshooting activities on subscribed Adlib Products. The ability of Adlib to meet Error resolution targets defined in this Policy may depend upon Customer's consent for Adlib to access the Customer's systems.

4.4 Exclusions. Notwithstanding anything in this Policy to the contrary, Adlib will have no obligation to provide any Support Services in connection with: (a) any issue or problem that Adlib determines is not due to any Error or deficiency in the Adlib Product (e.g., without limitation, issues or problems caused by stand-alone third party software products, the Internet or other communications, Customer network or browser matters, or login issues used in conjunction with the Adlib Product); (b) use of the Adlib Product other than in accordance with the Documentation and the Agreement or the purpose the Adlib Product was designed; (c) any issue or problem that is not included in a Support Case; (d) use of the Adlib Product provided on a trial or evaluation basis or for which Customer has not paid any fees; (e) any Errors or problems with the Adlib Product that are not reproducible; (f) any Error or problem that is not reported by Customer via any the Customer Portal or Adlib support telephone number; (g) third party software whether supplied by Adlib as part of the Adlib Platform or otherwise; (i) integration into, or attachment to, the Adlib Platform of any custom feature, software, device, method of installation, method of configuration, or other custom product supplied by Adlib's Professional Services group; or (j) any Errors or problems with the Adlib Product that result from: (A) the use of the Adlib Product with software or hardware not designed for use with the operating systems approved by Adlib in the Documentation, or integration into the Adlib Platform of any feature, software, device, or other product not supplied by Adlib; (B) the use of the Adlib Product with hardware that does not satisfy the minimum system requirements specified by Adlib in the Documentation; (C) changes, modifications, or alterations to the Adlib Product not approved in writing by Adlib or its authorized representatives; or (D) use of other than a supported version of the Adlib Product. If Adlib does correct any of the Errors described in subsections (a)-(j) above, or otherwise provides support for Adlib Products that is not covered by the terms and conditions contained in this Policy, such Error resolution or Adlib Product support will be provided only following Customer's written request and approval of all charges, and Customer will be invoiced for such support at Adlib's then-current "time and materials" rates for such services. Without limiting any of the foregoing, Adlib has no obligation to provide support for any third-party software, data, or other materials distributed or bundled with the Adlib Products.

Section 5. Support Services for Support Cases.

5.1 Scope of Coverage. Customers receive support for Error determination, verification and resolution (or instruction as to work-around, as applicable) as specified in Table 1 below.

5.2 Support Case Handling. Adlib will assist Customers in issue analysis to determine whether or not the technical issue is related to third-party hardware or software.

5.3 Update Information. Customers may contact Adlib Support for information regarding Updates performed, such as installation instructions, release documentation, and general guidance for multiple environments.

5.4 Adlib will use commercially reasonable efforts to respond to a Support Case within the initial response time targets set forth in Table 1 below with respect to the applicable Adlib Products for Errors reported by a Technical Contact to Adlib via the Customer Portal. Adlib will respond to Technical Contacts via the Support Portal or at Adlib's discretion, via telephone, teleconference, or email. Errors will be initially logged and acknowledged by Adlib during Adlib's Standard Business Hours. Adlib shall use commercially reasonable efforts, consistent with industry practice, to investigate such reports to determine whether there is an Error present. If Adlib determines that an Error is present, Adlib will use commercially reasonable efforts to correct the Error and/or provide a workaround, including, without limitation, by providing Customer with an Update. Adlib will communicate with the Customer until the Error is resolved (in accordance with Section 5.5 below) or a work-around is provided.

5.5 The following table provides definitions, initial response targets and resolution targets for the priorities of Errors reported pursuant to this Policy. The resolution target times will pause when an incident is on hold waiting for customer input.

Table 1

Support Coverage for Adlib Products – Response and Resolution Targets		
Severity Level	Initial Response Time Target	Resolution Target**
Severity 1 Error	2 hours	1 Business Day
Severity 2 Error	4 hours*	3 Business Days
Severity 3 Error	4 hours*	5 Business Days
Severity 4 Error	24 hours*	10 Business Days

*During Standard Business Hours

** Following replication of Error by Adlib.

5.6 An Error is considered resolved if one of the following conditions are met: (a) If Adlib has provided a reasonable solution or workaround; (b) if Adlib has determined that issue is a product defect. The support team will log the defect with the development team for them to assess and determine when it will be fixed; or (c) If the incident is a product enhancement, the support team will forward the request to Adlib product management for future consideration. (d) In certain cases, fixes for an Error may only be fixed in the most recent version of the Adlib software. As such the customer may be required to update to the most recent version of the software to take advantage of a fix.

5.7 Escalation Process: If target resolution times are not met, the incident can be escalated at the request of the Customer and will be reviewed on a case by case basis.

5.8 Adlib APIs and Third-Party Integrations. For purposes of this Section 5 (Support Services for Support Cases), “*Adlib Products*” includes Adlib owned APIs and connectors, and will be supported in accordance with Sections 5.1 – 5.3 hereof. For any third-party APIs, connectors, mashups, and integrations with the Adlib Products (“*Third Party Integrations*”), Adlib will provide basic troubleshooting i.e., determining whether the problem is the result of an environmental or configuration problem or an error in the Third-Party Integration.

5.9 Consulting Services. Adlib may refer Customers to Adlib’s Professional Services group, or an authorized Adlib partner for services not covered under this Policy. Such services will be subject to Adlib’s most current consulting fees and terms and conditions for the following services not covered under this Policy:

- Product Training: Basic or customized training;
- Implementation & Installation Services: Solution design, configuration, architecture review and optimization
- Integration Services: Software Integration, customized workflow processing and automation; or any additional assistance in resolving problems which fall outside the scope of this Policy.

Section 6. Updates.

6.1 When offered, updates for Adlib Products replace the previous version of the Adlib Product. Updates do not include new or separate products or features which Adlib offers only for an additional fee to its customers. Adlib is under no obligation to develop any future functionality, programs, services or enhancements.

6.2 Adlib will only provide updates to currently supported Adlib Products only.

6.3 A transition or upgrade from Legacy Products to currently supported versions of Adlib Products shall be subject to additional fees payable by Customer.

Section 7. Support Levels.

7.1 Standard Support is included with all valid subscriptions. Standard includes phone and email support, support portal access and access to the Adlib Knowledgebase.

7.2 Advantage Support is available for an additional cost. Advantage Support includes everything in Standard Support as well as;

- Support Services are available for up to five named Technical Contacts named by Customer.
- Proactive Technical Advice and Guidance. A member of the Support team will reach out to the named technical contact(s) via email to advise when new updates are available and provide
- Case Prioritization. Priority is given to Advantage and Elite customers for both response time and resolution times.
- Scheduled On-Call Support. For any work outside of the standard business hour as defined in this policy. This could be used for support during routine scheduled maintenance or deployments. A minimum of ten business days is required to ensure availability of resources.
- Health Check. Advantage Customers receive one health check per calendar year at a mutually agreed date and time.
- Integration Guidance. Guidance and assistance will be provided related to Adlib's API/SDK and usage. Professional Services may be recommended for an additional cost for code reviews or more complex requests as determined by Adlib.

7.3 Elite Support is available for an additional cost. Elite Support includes everything in Standard and Advantage as well as;

- Support Services are available for up to ten named Technical Contacts named by Customer.
- Named Technical Account Manager (TAM). A named Technical Account Manager will be assigned to the Customer. This Technical Account Manager will also be an escalation point for the Customer
- Health Check. Elite support customers receive two health check per calendar year at a mutually agreed date and time.
- Regular Monthly Meetings. Frequency to be determined by the Customer and the Technical Account Manager.
- Mirrored Customer Environment. Adlib will maintain a replica of the Customers environment. This replica will not be an exact match but will be as close as possible which will assist with Adlib Support replicating errors and reduce the resolution time.
- Critical Incident Management. For Severity Error 1 cases the named Technical Account Manager will ensure that the all the right Adlib resources are engaged to bring production down issues to resolution as quickly as possible.
- BETA Access to Latest Software. At Adlib's discretion, BETA access to the latest version will be available. The time for release of the BETA version will be determined by the Adlib Product Management team.

Section 8. Disclaimer. THIS POLICY DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. ADLIB PRODUCTS ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE APPLICABLE AGREEMENT.