

Support Policy

This support policy (this “**Policy**”) encompasses all support obligations that HarperDB, Inc (“Harper”) has toward you as Harper’s customer (“Customer”) for its Products (as defined below). The Support Services (as defined below) shall begin as of the date specified in any ordering documentation by and between Harper and Customer or, if no such date is specified, the date upon which Customer begins using the Products. The Support Services are conditional upon payment of any applicable Support Fees. **Harper does not provide support for users of the Fabric Free Tier, or for any other users who have not purchased a support plan (including those who access the Products via npm, Docker, or other distribution channels), and this Policy does not apply to such use.**

1. Definitions. For purposes of this Policy, the following terms have the meanings set forth below. Any terms not otherwise defined in this Policy shall have the respective meanings given to them in the primary agreement between Harper and Customer (the “Agreement”).

“Business Day” means a working day, Monday through Friday, excluding weekends and any U.S. bank holidays.

“Customer Cause” means any of the following causes of an Error: (a) any negligent or improper use (including improper installation or implementation), misapplication, misuse or abuse of, or damage to, the Products by Customer or any its Representatives; (b) any maintenance, update, improvement or other modification to or alteration of Products by Customer or its Representatives that was not specifically authorized in writing by Harper; (c) any use of the Products by Customer or its Representatives in a manner inconsistent with the then-current Documentation; (d) any use by Customer or its Representatives of any Third-party Products that Harper has not provided to Customer; (e) any use by Customer of a version of the Software that is earlier than one prior major version or two prior minor versions; (f) any Error caused by Customer Systems; or (g) any Error to the extent it is related to Out-of-Scope Services not covered by this Policy.

“Custom Developments” mean custom software or products designed to interact with the Products developed (a) by Customer, with or without Harper’s assistance, using application programming interfaces (APIs) or other development tools related to the Products, or (b) by Harper for the benefit of Customer, (a) and (b) include an Harper Applications, Components, or Extensions (each as defined in the Harper documentation at <https://docs.harperdb.io/>). Custom Developments also including any software code samples and/or packages (which may be open source licensed) provided by Harper.

“Customer Systems” means Customer’s information technology infrastructure, including Customer’s computers, software, databases, electronic systems (including database management systems) and networks.

“Downtime Event” means with respect to the Hosted Service, 100% user login failure for 10 consecutive minutes.

“Error” means (a) with respect to any Software, any reproducible failure of the Products to operate in all material respects in accordance with the then-current Documentation, or (b) with respect to the Hosted Service, user login failure, in each case including any problem, failure or error referred to in the Severity Level Table.

“Force Majeure Event” means any unavailability caused by circumstances beyond Harper’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Harper employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware,

software or power systems not within Harper's possession or reasonable control, and denial of service attacks.

"Hosted Service" means Harper's proprietary hosted service offering that is subscribed to by Customer under an Agreement, including any and all offline components and features thereof.

"Out-of-scope Services" means any of the following: (a) unless the ordering documentation specifically states that such services are covered under this Policy, any services requested by Customer for Custom Developments; (b) any services requested by Customer for Products for which Customer has not purchased Support Services; (c) any services requested by Customer in connection with any apparent Error that Harper determines in its reasonable discretion to have been caused by a Customer Cause; and (d) any other services that Customer and Harper may from time to time agree in writing are not included in the Support Services.

"Products" means collectively the Software and Hosted Service.

"Representative" means any employee or contractor of Customer.

"Response Time" has the meaning set forth in the Severity Level Table.

"Resolve" and the correlative terms, "Resolved", "Resolving" and "Resolution" each have the meaning set forth in Section 2.2.

"Resolution Time" has the meaning set forth in the Severity Level Table.

"Severity Levels" means the defined Error severity levels and corresponding required service level responses, Response Times, Resolutions and Resolution Times referred to in the Severity Level Table.

"Severity Level Table" means the table set out in Section 2.2.

"Severity Level 1 Error" has the meaning set forth in the Severity Level Table.

"Severity Level 2 Error" has the meaning set forth in the Severity Level Table.

"Severity Level 3 Error" has the meaning set forth in the Severity Level Table.

"Severity Level 4 Error" has the meaning set forth in the Severity Level Table.

"Software" means those proprietary software offerings that Customer licenses from Harper under an Agreement.

"Support Fees" has the meaning set forth in Section 3.1.

"Support Hours" means (a) 24x7x365 for Support Requests related to Severity Level 1 & 2 Errors and (b) during working hours on Business Days for all other Support Requests.

"Support Period" means the term during which Harper provides the Support Services to Customer as set forth in any ordering documentation between Harper and Customer or as specified during a registration process for the Hosted Service.

"Support Request" has the meaning set forth in Section 4.1.

"Support Services" means Harper's support of the Products, but excluding any Out-of-scope Services.

“Technical Contact” has the meaning set forth in Section 4.2.

“Third-party Products” means all third-party software, computer hardware, network hardware, electrical, telephone, wiring and all related accessories, components, parts and devices.

“Uptime Availability” has the meaning set forth in Section 5.

2. Support Services. Harper shall perform all Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Policy and the Agreement, including the Service Levels and other Harper obligations set forth in this Section 2.

2.1 Support Service Responsibilities. Harper shall:

(a) provide Customer access to all updates, upgrades, enhancements, fixes, and new versions of the Software;

(b) respond to and Resolve all Support Requests in accordance with the Service Levels, provided such Support Request are submitted through the support portal located at: <https://www.harpersystems.dev/support>;

(c) provide to Customer other services as may be necessary to correct an Error or otherwise fulfill the Service Level requirements, including defect repair and programming corrections.

2.2 Severity Levels. Response Times and Resolution Times are set forth in the Severity Level Table below. Response Time will be measured from the time Harper receives a Support Request until Harper has responded to that Support Request. Resolution Time will be measured from the time Harper receives a Support Request until Harper has Resolved that Support Request. “Resolve”, “Resolved”, “Resolution” and correlative capitalized terms mean, with respect to any particular Support Request, that Harper has corrected the Error, whether by a work-around or any other reasonable means (as solely determined by Harper), that prompted that Support Request. Harper shall respond to and Resolve all Support Requests within the following Response Times and Resolution Times based on Harper’s designation of the severity of the associated Error, subject to the parties’ written agreement to revise such designation after Harper’s investigation of the reported Error and consultation with Customer:

Harper, in its sole discretion, classifies the Severity Level of an Error based on the criteria set forth in the following table. Harper also has the discretion to downgrade the Severity Level of an Error after mitigating the impact of such error.

Severity Level Table:

Severity Level of Error	Definition	Response Time	Resolution Time
1 Urgent	The Error results in complete interruption of a production system or a Downtime Event and no viable workaround exists. Or a critical security vulnerability is identified.	Harper shall acknowledge receipt within two (2) hours of a Support Request. Harper shall provide hourly updates via its Support Portal (defined below).	Harper shall Resolve the Support Request as soon as practicable and no later than three (3) business days after Harper’s receipt of the Support Request.

2 High	The Error has a severe impact on a production system, or the Hosted Service is severely impacted but users are still able to login, but in each case the Software or Hosted Service is operable for a reasonable amount of time before the problem becomes critical.	Harper shall acknowledge receipt within four (4) hours of a Support Request. Harper and Customer will mutually agree on a schedule for ongoing updates.	Harper shall Resolve the Support Request as soon as practicable and no later than five (5) business days after Harper's receipt of the Support Request.
3 Normal	The Error has an impact on a deployed system, or the Hosted Service is impacted, on a function that is not frequently used or does not represent an essential function of the Software or Hosted Service, but for which there is a workaround, although with significant user inconvenience.	During Support Hours, Harper shall acknowledge receipt within one (1) Business Day of a Support Request.	Harper shall Resolve the Support Request as soon as practicable provided Harper determines in its reasonable discretion that such problem warrants a Resolution.
4 Low	Customer is letting Harper know about a minor problem, enhancement request for which feedback is not required, or asking for help or questions around how the product functions.	During Support Hours, Harper shall acknowledge receipt within one (1) Business Day of a Support Request.	Harper shall Resolve the Support Request as soon as practicable provided Harper determines in its reasonable discretion that such problem warrants a Resolution.

2.3 Time Extensions. The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Response Times or Resolution Times.

2.4 Harper Documentation. Harper shall provide Customer access to documentation at <https://docs.harperdb.io/> in order to find answers to technical questions. Should Customer have additional questions, they can submit the question through the support@harperdb.io email address. Incident numbers will be provided on request for support incidents and customers can get updates during business hours regarding their support incidents via email.

2.5 Remote Services. Harper may provide services to Customer remotely, including by means of telephone or over the internet ("Remote Services"), to assist in analyzing and Resolving any Error reported by a Support Request during the Support Period. In the case of any Error relating to Software, and only if requested by Customer and agreed to by Harper, Customer may provide Harper access to Customer Systems via remote access software ("Remote Access Software"). If Customer makes such request, the parties acknowledge and agree that Harper may collect, maintain, process and use (a) only such information as it reasonably believes is necessary to assist in analyzing and Resolving a Support Request; and (b) use such information solely to provide the Support Services in accordance with the terms and conditions of this Policy and the Agreement. Harper shall at all times treat any information it collects, maintains, processes or uses under this Section 2.6 as Customer's Confidential Information and shall comply with all Customer security and encryption requirements notified to Harper in writing.

2.6 Personal Information. Notwithstanding anything to the contrary in this Policy, Harper will not be responsible, accountable or liable for any (a) protected health information (as that term is used in HIPAA), (b) nonpublic personal information (as that term is used in the Gramm-Leach-Bliley Act) or (c) personal information/data (as such terms are used in state breach notification laws or European Union privacy directives or other similar legislation) that Customer transmits or discloses to Harper in connection with any support activities provided pursuant to this Policy.

2.7 Out-of-scope Services. Upon mutual written agreement between Harper and Customer, and subject to the fees set forth in Section 3.2, Harper will provide to Customer the Out-of-Scope Services in accordance with the terms and conditions of this Policy and the Agreement.

3. Fees.

3.1 Support Fees. In consideration of Harper's performance of the Support Services in accordance with the terms and conditions of this Policy and the Agreement, Customer shall pay to Harper the fees set forth in any ordering documentation, or any fees agreed to during a registration process, between Harper and Customer. Payment to Harper of such Support Fees pursuant to this Section 3 will constitute payment in full for the performance of the Support Services and Customer will not be responsible for paying any other fees, costs, expenses or other charges for or in connection with the Support Services.

3.2 Out-of-Scope Service Fees. Customer shall pay Harper fees for any Out-of-Scope Services at the applicable time and materials rates set forth in any ordering documentation between Harper and Customer. Such ordering documentation must explicitly state that any Custom Developments or other deliverables resulting from such Out-of-Scope Services are covered by this Policy, otherwise such Custom Developments and/or deliverables are excluded. In the event that Harper is trouble-shooting an Error and in connection therewith Harper reasonably determines that such Error is caused by a Customer Cause, any fees related to Resolving such Error shall be handled in a separate documentation that may be executed after Error Resolution.

4. Support Requests and Customer Obligations.

4.1 Support Requests. Customer may request Support Services through the support portal located at: <https://www.harpersystems.dev/support> (each, a "Support Request"). Following receipt of a Support Request, Harper shall classify the Error corrections in accordance with the severity level numbers and definitions of the Severity Level Table set forth in Section 2.2. Customer shall include in each Support Request a description of the reported Error and the time Customer first observed the Error.

4.2 Customer Technical Contact. Customer shall designate in writing to Harper certain individual(s) at Customer who will act as a direct liaison with Harper and be responsible for communicating with, and providing timely and accurate information and feedback to, Harper in connection with the Support Services (each such individual, a "Technical Contact"). The Technical Contact(s) will be the primary liaison(s) between Customer and Harper in sending Support Requests and communicating with Harper in connection with any matters relating to the provision of the Support Services.

4.3 Customer Obligations. Customer shall, by and through its Technical Contact(s), provide Harper with:

- (a) prompt notice of any Errors; and
- (b) each of the following to the extent reasonably necessary to assist Harper to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to and Resolve the relevant Support Request:

- (i) output and other data, documents and information, each of which is deemed Customer's Confidential Information as defined in the Agreement; and
- (ii) solely if requested by Customer and solely with respect to Software Errors, remote access to the Customer Systems in accordance with Section 2.6, subject to Harper's compliance with all of Customer's security and encryption requirements notified to Harper in writing; and
- (iii) such other reasonable cooperation and assistance as Harper may request.

5. Uptime Availability. This Section 5 applies only to Harper's Hosted Service and does not pertain to any Software licensed by Customer from Harper. Harper will maintain uptime availability of 99.9% per month for the core services of the Hosted Service ("Uptime Availability"). Uptime Availability does not include: (a) downtime that results from a Customer Cause, Third-Party Products, or a Force Majeure Event or (b) scheduled downtime, which shall not be more than 12 hours per year. Harper shall provide notice at least eight hours in advance of any scheduled downtime.

6. Supported Releases for Software. Notwithstanding anything herein to the contrary, Harper provides Support Services for the current major release of the Software and two previous major releases. "Major Release" means a new release of the Software as indicated by a change to the number to the left of the decimal point in the release number, for example, Release 20 upgraded to Release 21.

7. Confidentiality. Customer acknowledges and agrees that any information shared with Customer by Harper pertaining to this Policy, including, but not limited to, any Support Requests, shall be considered confidential information of Harper as defined in the Agreement between Customer and Harper.

8. Credits. In the event Harper is unable to provide a Resolution within the specified Resolution Time set forth in the Severity Level Table above for a Severity Level 1 incident or a Severity Level 2 incident, in each case such that Customer is unable to use the Product for its intended purpose, Customer will be entitled to a credit equal to three percent (3%) of the subscription fees paid for the affected Product for the year in which the incident occurred. For the avoidance of doubt, Customer will not be entitled to both a credit associated with a Severity Level 1 incident and a credit associated with a Severity Level 2 incident for the same problem. All credits will be applied against Customer's fees for the subsequent period or, if Customer elects not to receive the Products for the subsequent period, such credits will be remitted to Customer at the end of the annual period in which they occurred. Customer will not be entitled to the foregoing credits in the event that the underlying cause of the Severity Level 1 incident or Severity Level 2 incident is determined to be unrelated to the Product itself and not caused by Harper.

9. Repeated or Sustained Failure. In addition to the credits provided for in Section 8 herein, in the event of a Repeated Failure or a Sustained Failure (each as defined below), Customer shall be entitled to terminate the Agreement for cause (pursuant to the terms of the Agreement). For purposes of the foregoing, (i) "Repeated Failure" shall mean Harper's failure to (A) meet a Resolution Time more than four (4) times in any calendar year or (B) the occurrence of more than two (2) Severity Level 1 incidents in any thirty (30) day period (excluding Severity Level 1 incidents that are determined not to be related to defects in the Product or errors caused by Harper) and (ii) "Sustained Failure" shall mean a Severity Level 1 incident that lasts for more than seven (7) days after Customer's initial notification of such Severity Level 1 incident. Customer will not be entitled to terminate the Agreement pursuant to the foregoing provision in the event that the underlying cause of the Severity Level 1 incident and/or Severity Level 2 incident that gave rise to the Repeated Failure or Sustained Failure is determined to be unrelated to the Product itself and not caused by Harper.

10. SECTIONS 8 AND 9 STATE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO HARPER'S BREACH OF THIS POLICY.