

# **Technical Support & Service Level Policy**

This Support & Service Level Policy ("Policy") describes the current practices of Intel 471 with regard to its provision of Support Services as defined below to customers with an Intel 471 Platform subscription which includes Support Services ("Customer(s)").

### 1. Definitions

"Affiliate" means, with respect to Customer, any person or entity, (i) any person or entity that directly or indirectly, through one or more intermediaries, owns more than 50% of the outstanding voting securities of Customer, and (ii) any person or entity that directly or indirectly, through one or more intermediaries, is controlled by Customer, in each case where the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of securities, by contract or otherwise.

"Agreement" means the written agreement between Intel 471 and Customer for Intel 471 Platform.

"Authorized Affiliate" means any Affiliate of Customer that is designated by Customer as authorized to use Intel 471 Platform if permitted under the terms of an Agreement.

"Documentation" means the then-current user documentation for Intel 471 Platform available at <a href="https://www.intel471.com/product-terms">www.intel471.com/product-terms</a> as may be modified by Intel 471 from time to time.

**"Error"** means any verifiable and reproducible failure of Intel 471 Platform to materially conform to the Documentation.

"Initial Response Time" means the period commencing when an Error is first reported by Customer's Technical Contact(s) in the manner required by this Policy and ending when a member of the Intel 471 technical support team logs the report as a Support Case and responds to the Technical Contact(s) by telephone or email.

"Intel 471" means the Intel 471 entity, including any Talend affiliate, identified on an Order Form for the applicable Intel 471 Platform subscription.

"Intel 471 Platform "means any subscription-based, SaaS solution provided and managed by Intel 471 or its affiliate. For purposes of this Policy and any Support, Intel 471 Platform excludes any non-Intel 471 software tools deployed by Customer external to Intel 471 Platform.

"Self-Service Tools" means the Knowledge Base (Intel 471's online database of content and FAQs about the use and support of the Intel 471 Platform), white papers, Community Forums, webcasts and other materials available to Customers.

"Severity 1 Error" means that Intel 471 Platform is down or not available 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 Intel 471, including but not limited to any interruption of power, telecommunications or Internet connectivity, and any failure of Customer's internal telecommunications equipment, browser or network configurations, hardware and/or third party software).

"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 critical business operations cannot be performed.

"Severity 3 Error" means any Error that is not a Severity 1 Error or Severity 2 Error.

"Standard Business Hours" mean from 08:00 to 17:00 (8:00 am to 5:00 pm), Monday to Friday (excluding national and bank holidays) for the Support Center in the specific geographic region to which the applicable licenses are assigned in Intel 471's records, unless otherwise updated for a Technical Contact in Intel 471's records.

"Support Case" means a documented request for Support Services that is registered with Intel 471 Support in accordance with this Policy and assigned a case number.

"Support Services" means the technical end user support for Intel 471 Platform as described in this Policy. Support Services do not include services performed onsite at any Customer facility, consulting or informational services or any services not expressly stated in this Policy.

"Technical Contact(s)" means Customer's personnel that have been identified in writing by Customer as the technical contact(s) for Customer and authorized to contact Intel 471 for support.

"**Update**" means a subsequent release of Intel 471 Platform which Intel 471 generally makes available for such at no additional fee.

### 2. Overview

- 2.1 Intel 471 will provide Customer with Support Services for Intel 471 Platform in accordance with this Policy, subject to Customer's timely payment of the applicable subscription fees.
- 2.2 In order to receive Support Services, Customers experiencing an Error with Intel 471 Platform shall email <a href="mailto:support@intel471.com">support@intel471.com</a> to provide description of the Error. Intel 471 Support will either respond directly or open a Support Case for Customer. If the issue is resolved via direct communication, a Support Case will not be established. A Support Case may be established by Intel 471 for any Error.
- 2.3 Unless otherwise expressly set forth herein, all references in this Policy to response times or communications from Intel 471 shall only apply during Intel 471's Standard Business Hours, regardless of when a support matter is reported to Intel 471. By way of example, Standard Business Hours for licenses assigned to New York in Intel 471's records would be 08:00 to 17:00, Eastern Time, Monday to Friday (excluding U.S. federal and bank holidays). Times expressed as a number of "business days" include Standard Business Hours.
- 2.4 Any Support Services provided by Intel 471 hereunder will be provided in the English language or, subject to availability, local language for Customer's location, and availability may change from time to time. The availability of support provided in any language other than English is provided at Intel 471's sole discretion and is not guaranteed by Intel 471 and will depend on the location of Intel 471's technical support personnel providing such support, including whether or not Customer is entitled to contact that particular support line based on Customer's geographic location.

# 3. Support Levels for Support Cases

- **3.1** Enterprise Support Coverage for Intel 471 Platform.
- **3.1.1 Scope of Coverage**. Customers who have purchased Intel 471 Platform receive Support Services for Support Case Error determination, verification and resolution (or instruction as to work-around, as applicable) based on severity and regularly during Intel 471's Standard Business Hours.
- 3.1.2 Intel 471 will report known outages of Intel 471 Platform on Intel 471's status page ("Status Page"). If a suspected outage is not listed on the Status Page, Customer may contact Intel 471 to report the suspected outage via email. Intel 471 will respond to such report via email, by posting an update on the Status Page or by telephone. Scheduled maintenance times for Intel 471 Platform will be posted on <a href="https://www.intel471.com">www.intel471.com</a>. Intel 471 endeavors to provide at least forty-eight (48) hours prior posting of any scheduled maintenance for Intel 471 Platform. Intel 471 may contact Customer regarding performance issues or anomalies in Customer's Intel 471 Platform tenant that are detected by Intel 471.
- 3.1.3 Intel 471 will use commercially reasonable efforts to respond to a Support Case (a) within the initial response time targets set forth in the tables below for the applicable Intel 471 Platform subscription for Severity 1 Errors reported by a Technical Contact to Intel 471 or (b) within the Initial Response Times set forth in the table below for Severity 2 and Severity 3 Errors that are reported by a Technical Contact to Intel 471. Intel 471 will respond to Customer's Technical Contact via email or at Intel 471's discretion, via telephone or videoconference. Severity 2 & 3 Errors will be initially logged and acknowledged by Intel 471 during Intel 471's Standard Business Hours<sup>†</sup> in the region where the Error is reported.

Support Coverage for Titan			
Severity Level	Initial Response Time	Target Resolution	
Severity 1 Error	4 hours, 24x7	Delivered as soon as available	
Severity 2 Error	1 business day*	96 Hours*	
Severity 3 Error	3 business days*	Delivered in next Update*	

<sup>\*</sup>During Standard Business Hours

Support Coverage for Hunter471 & ASP471		
Severity Level	Initial Response Time	
Severity 1 Error	6 hours, 24x7	
Severity 2 & 3	3 business days	

<sup>†</sup>For Intel 471 Platform products that have reached end-of-life and are no longer supported, Standard Business Hours apply to Response Times and Communication Frequency

**3.2 Updates**. Updates for Intel 471 Platform automatically replace the previous version of the Intel 471 Platform. For all Intel 471 Platform subscriptions, Updates do not include new or separate products which Intel 471 offers only for an additional fee to its customers generally.

# 4. Error Resolution and Escalation for Support Cases

4.1 An Error is considered to be resolved upon the earlier to occur of the following: (i) Intel 471 and Customer mutually agree in writing that the issue or problem is resolved; (ii) Intel 471 has provided an Update; (iii) a technical work-around solution is provided and is reasonable in Intel 471's discretion; (iv) Customer requests that Intel 471 close the Support Case; or (v) the Support Case has been left open by

the Customer for ten (10) consecutive business days, during which period Intel 471 has not received a response from any of Customer's Technical Contacts.

**Exclusions**. Notwithstanding anything in this Policy to the contrary, Intel 471 will have no obligation to provide any Support Services in connection with: (i) any issue or problem that Intel 471 determines is not due to any Error or deficiency in Intel 471 Platform (including without limitation, issues or problems caused by stand-alone third party software products used in conjunction with Intel 471 Platform, the Internet or other communications, Customer network or browser matters, or login issues); (ii) use of Intel 471 Platform other than in accordance with the Documentation and the Agreement; (iii) any issue or problem that is not included in a Support Case; (iv) use of Intel 471 Platform provided on a trial or evaluation basis or for which Customer has not paid any fees; or (v) any Errors or problems with the applicable Intel 471 Platform subscription that are not reproducible. If Intel 471 does correct any of the Errors described in subsections (i)-(v) above, or otherwise provides support for Intel 471 Platform that is not covered by the terms and conditions contained in this Policy, such Error resolution or support will be provided only at Intel 471's sole discretion and shall not create any additional obligation or liability in connection with such Error(s) or support. Without limiting any of the foregoing, Intel 471 has no obligation to provide support for any third-party software, data, or other materials distributed or bundled with Intel 471 Platform.

# 5. Customer's Obligations

- **5.1** Customer will provide timely information and access to knowledgeable resources as reasonably required to provide Support Services. Intel 471's support obligations shall be excused to the extent Customer fails to cooperate in this regard.
- 5.2 The Customer shall: (i) not request, permit or authorize anyone other than Intel 471 (or an Intel 471-authorized partner or provider) to provide any form of Support Services with respect to Intel 471 Platform; (ii) cooperate fully with Intel 471's personnel in the diagnosis or investigation of any Error or other issue or problem with Intel 471 Platform; (iii) be responsible for maintaining all third party software not explicitly licensed under the Agreement; and (iv) be fully responsible for the actions of any third party (including any Intel 471-authorized partner or provider) that it allows to access any information relating to Support Services.
- Customer's contact with Intel 471 in connection with Customer's requests for support and reports of Errors shall be solely through its Technical Contact(s). The Technical Contact(s) shall: (i) serve as the internal contact(s) for Customer's and its Authorized Affiliates' personnel who are authorized to use Intel 471 Platform per the terms of the Agreement; (ii) be responsible for initiating all requests by, and maintaining all records of, the Customer and its Authorized Affiliates relating to Support Services; (iii) serve as the contact(s) with Intel 471 on all matters relating to Support Services; and (iv) be responsible for providing information and support, as requested by Intel 471, to assist in the reproduction, diagnosis, analysis, and resolution of Errors. The maximum number of Technical Contacts for each Customer is six (6), regardless of the number or types or quantities of subscriptions purchased by the Customer. Customer shall ensure that its Technical Contacts comply with any reasonable training requirements for the Technical Contact(s) upon notification by Intel 471. Subject to the previous sentence, Customer may change its Technical Contact(s) by notifying Intel 471 in writing.
- 5.4 If Intel 471 is unable to reproduce a problem, Intel 471 may require Customer to provide additional evidence or documentation in order to continue providing Support Services for such problem. Customer agrees to be solely responsible for protecting and backing up its data prior to any such provision, including via screensharing, videoconferencing or access. Intel 471 accepts no liability in connection with Support Services provided in accordance with this Section 5.4. A request for direct access by Intel 471 will be made only after other options are explored.
- 5.5 Customer will be responsible for primary support of any Authorized Affiliates in connection with their use of Intel 471 Platform in accordance with the terms of the Agreement. Customer is solely responsible for: (i) passing on to its Authorized Affiliates all support materials as appropriate; and (ii) providing software support, including operational instruction, problem reporting and technical advice to its

Authorized Affiliates, in each case of (i) and (ii) above, as necessary to enable the Authorized Affiliate to continue to use Intel 471 Platform as authorized under the Agreement. Customer's Authorized Affiliates, as well as its contractors and third-party users, may not contact Intel 471 directly for support, unless designated as a Technical Contact by the Customer.

5.6 For certain services provided under this Policy, the transmission of machine logs and/or sharing of data via screen share may be required. For avoidance of doubt, Customer shall not include any business sensitive and/or personal information via transmissions relating to Support Services. Customer shall take reasonable measures to anonymize such data before providing the data to Intel 471. However, should Intel 471 agree to accept any log files or other information containing personal data, Intel 471 will comply with Intel 471's privacy notices, available to view online at <a href="https://www.intel471.com">www.intel471.com</a>.

#### 6. Additional Terms

- **6.1 Additional Tools**. Any tool, script, API or other similar software leveraging and extending Intel 471 Platform (an "**Extension**") and released by Intel 471 on various online communities is supported solely by the applicable community.
- 6.2 Intel 471 may elect to make certain software available free of charge for trial, evaluation or other purposes ("Evaluation Products"). Support for Evaluation Products, if any, will be provided at Intel 471's discretion and in accordance with the license terms for such Evaluation Products.

#### 7. Service Levels

#### 7.1 Definitions.

"Available" and "Availability" mean that Intel 471 Platform is accessible by establishment of a connection to the Intel 471 Platform ("Platform") by Customer over the Internet in accordance with the Documentation.

"**Uptime**" is the calculation of the amount of time in a calendar month that the Platform is Available.

# 7.2 Service Levels.

- **7.2.1** The service levels ("**Service Levels**") set forth in this section apply only to the operation of Intel 471 Platform. These Service Levels do not apply to any other product or service offered by Intel 471, including Hunter471 or ASP471.
- **7.2.2** Uptime Percentage. Subject to the exclusions described in Section 7.3 below, Uptime Percentage for the applicable Intel 471 Platform subscription is calculated by subtracting from 100% the percentage of 1-minute periods (or any portion thereof) during any calendar month in which Customer's access is not Available out of the total number of minutes in that calendar month. The Uptime Percentage will be measured based on the industry standard monitoring and testing tool(s) utilized by Intel 471.

### 7.3 Service Credits.

**7.3.1** Service Credits for Intel 471 Platform are calculated as a percentage of the monthly charges (pro-rated based on annual subscription charges) paid by Customer for the applicable Intel 471 Platform during the calendar month in which the event of Unavailability occurred in accordance with the schedule below:

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.0% but greater than or equal to 95.0%	5%

Less than 95.0%	10%
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- **7.3.2** If during any calendar month during Customer's paid-for subscription period, the Uptime Percentage is less than 99.0%, then as Customer's sole and exclusive remedy, and upon Customer's written request and in accordance with Section 7.5 below, Intel 471 will provide to Customer, with respect to the applicable calendar month, a service credit ("**Service Credit(s)**") calculated in accordance with the table above, that is attributable to the Intel 471 Platform region(s) experiencing the non-Availability during the calendar month which the event giving rise to the period of non-Availability occurred.
- **7.4 Exclusions**. Any Intel 471 Platform Availability issues resulting from any of the following will be excluded from Uptime calculations:
  - i. scheduled maintenance of the Platform not exceeding six (6) hours per calendar month;
  - ii. any problems to the extent not caused by Intel 471 or outside Intel 471's reasonable control that result from (i) computing or networking hardware; or (ii) equipment or software under Customer's control; (iii) the Internet; (iv) other issues with electronic communications; or (v) events of force majeure such as natural disaster, war, acts of terror, acts of government, or civil unrest;
  - iii. any problems that result from Customer's Internet or Internet service providers, VPN issues, email domain server availability or other similar issues;
  - iv. authentication issues due to changes/issues in Customer's authentication mechanism;
  - v. any problems that result from Customer's deactivation or suspension of a customer-managed encryption key;
  - vi. Intel 471's permitted deactivation, suspension or termination of Intel 471 Platform in accordance with the applicable customer agreement or Intel 471's applicable acceptable use policy (including for late or non-payment of fees);
  - vii. Customer's breach of its customer agreement for Intel 471 Platform;
  - viii. Customer's failure to purchase adequate capacity on Intel 471 Platform;
  - ix. Intentional misuse of Intel 471 Platform by Customer; and/or
  - x. "Beta," "limited availability" or Early Access Program (EAP) products, features and functions identified as such by Intel 471.
- **7.5 Service Credit Process.** To be eligible to receive a Service Credit, Customer must submit a request by opening a Support Case via email to <a href="mailtosupport@intel471.com">support@intel471.com</a> and designating such Support Case as a Service Credit request within 15 days after the suspected period of non- Availability that is the basis of Customer's Service Credit request. Further, the credit request must include: (a) the dates, times and duration of each incident of purported non-Availability; (b) a detailed description of the events resulting in non-Availability and any documentation that corroborate Customer's claimed outage; (c) the number and location(s) of affected users; and (d) descriptions of Customer attempts to resolve the events resulting in non-Availability at the time of occurrence. Notwithstanding the foregoing, if the Customer is overdue with respect to any payment obligation, or otherwise in material breach of any contractual obligation to Intel 471, Customer is not eligible for any Service Credits. Service Credits will be applied to Customer's next annual invoice following the final determination of the request. Customer must reasonably assist Intel 471 with any

problem diagnosis and resolution attempts. Intel 471 and Customer will work in good faith to resolve any disputes relating to Customer's Service Credit request.

# 8. Changes to Policy

Subject to the terms of the Agreement, Intel 471 reserves the right, at its discretion, to change the Policy at any time based on prevailing market practices and the evolution of Intel 471's products and services.

### 9. Disclaimer

THIS POLICY DEFINES A SERVICE ARRANGEMENT AND NOT A WARRANTY. INTEL 471 PLATFORM IS SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE APPLICABLE AGREEMENT. THIS POLICY DOES NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH AGREEMENT. TO THE EXTENT THERE IS A CONFLICT BETWEEN A TRANSLATED VERSION OF THIS POLICY AND THIS ENGLISH VERSION, THE ENGLISH LANGUAGE VERSION WILL PREVAIL.