

Silver Support Terms

The following describes each party's obligations with respect to Flexera's provision of Support to Licensee. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

1. **Flexera Community.** Flexera will provide Licensee's access to Flexera's customer community page ("**Community**") which enables Licensee to create, track and update support cases, access Flexera's knowledge base, and engage in customer forums.
2. **Support Contacts.** Any individual at Licensee who wishes to access Community must register on the Community site; only registered contacts may submit support requests.
3. **Telephone Support.** Flexera support staff will be available for live-answer telephone and email support between the hours of 9:00 am and 5:00 pm local business time Monday through Friday (with the exception of Hawaii and Alaska) ("**Support Hours**"). Support will be provided in English language only.
4. **Case Number.** Upon receipt of a support request (and provided that the contact is a registered support contact), Flexera's technical support team will create a case and provide the case number to Licensee within eight (8) business hours.
5. **Response Times.** Flexera will provide a response to Licensee's request for technical support assistance within sixteen (16) business hours from assignment of a case number (the "**Initial Response**"). As used herein, Initial Response will mean Flexera's confirming receipt of an error from Licensee verifying the details of such error, and delivering to Licensee, if applicable, (a) a list of additional information reasonably required by Flexera, and (b) a description of the assistance reasonably required by Flexera from Licensee to assist in the evaluation of the report and diagnosis of the error or symptoms. For the purpose of clarity, Flexera does not commit to resolving every error; Flexera will determine in its sole discretion whether to provide a resolution to the software issue or a temporary workaround for the software issue as it deems appropriate.
6. **Licensee Obligations.** In order for Flexera to resolve an issue, Licensee must provide Flexera's technical support personnel with relevant information regarding the issue as reasonably requested by Flexera. Licensee is responsible for providing technical support to its end-users.
7. **Updates.** Licensee is entitled to receive any Updates as a part of Support ("**Updates**").
8. **End of Life.** Support is available in accordance with Flexera's Life Cycle and End of Life Policy, which may be found at <http://www.flexera.com/support/eol/end-of-life-policy.htm>.
9. **Exclusions.** Professional services related to (i) the installation, implementation, and configuration of the Product, (ii) training, or (iii) other services not specifically outlined herein are not included as a part of Support.
10. **Escalation.** Should Licensee determine in good faith that Flexera is not meeting its obligations hereunder, Licensee may escalate any concerns or issues directly to Flexera's Support Director for the region.
11. **Modifications to Support Terms.** Flexera reserves the right to modify or change its support policies at its discretion.