
Verbella Software Maintenance & Support Services Terms and Conditions

INTRODUCTION

Verbella provides support services that assist you in realizing the full value of your software products. This document describes the Verbella commitment to provide these support services. The Support Agreement referenced below can either be a component of a License Agreement or a stand-alone Support Agreement.

OFFERINGS

Verbella Standard Support (Annual Maintenance Fee) – When a Customer cannot resolve an issue, that Customer can contact the Verbella Technical Support team at support@verbella.com.

All offerings from Verbella, Kofax, ABBYY and PBS Software include access to Product Releases, which include defect fixes and functional upgrades. (Services for installing the upgrades or fixes requires a paid Verbella Professional Services engagement.)

Verbella Extended Support (Additional Annual Fee Required) – When a Customer requires additional ongoing administrative help with their system(s), additional levels of support can be contracted.

NOTE: Support is provided for Verbella, Kofax, ABBYY and PBS Software that is covered by a valid current Support Agreement. All components of any Verbella provided software, where support is available and offered by Verbella, must be included under a current Support Agreement.

SUPPORT AGREEMENT REQUIREMENTS

In all cases, Verbella requires the Customer contacting Verbella technical support to be fully trained, with proper system access and authorization and, where appropriate, certified on the use of the product. In addition, the technical support team validates the coverage of all product licenses by a current Support Agreement.

Verbella Partners are required to provide First Line Support where the Customer chooses to work with the Verbella Partner as the primary support provider. The Partner is expected to provide assistance in answering software installation, configuration, or usage questions; initial error information gathering; error isolation and identification; creating a reproducible test environment; and providing standard fixes or workarounds to known problems. Where the Customer chooses and enters into a Support Agreement with Verbella, Verbella expects the Customer to assist with providing these services.

Verbella Technical Support provides Second Line Support to its Partners for all Verbella software products and direct First Line Support to our Direct Customers.

OPERATIONAL COMMITMENTS AND ISSUES SEVERITY

Verbella provides Email based access, through support@verbella.com to contact its Technical Support team.

Verbella Technical Support prioritizes incoming Support Cases, based on the Case Priority set by the Customer and validated by Verbella Technical Support. The priorities and the Initial Response Times are defined in this table.

Environment	Description	Status	Initial Response
Production	Production Down – Business process has stopped	Critical	2 Business Hours
Production	Functionality Lost – Business process slowed	Severe	4 Business Hours
Production	Intermittent Issue – Workarounds available. Minimal business process impact	High	4-8 Business Hours
Production	Questions – Usage, and configuration	Normal	4-16 Business Hours
Development / Test	Any Issues	Low	8-24 Business hours

Initial response time represents the maximum time it takes a Verbella Technical Support Analyst to acknowledge receipt of a Customer's reported Case and begin diagnosis. The assigned Support Analyst works the case jointly, with the Customer, to identify an acceptable workaround or resolution of the issue. If the resolution of the Case requires escalation to another Technical Support Analyst, the Technical Support Analyst handling the Case gathers all required information and assigns the Case to the appropriate resource. A Customer can escalate a Case at any time, whenever the Customer thinks the Case needs additional attention. Escalation of a Critical Priority Case triggers an alert in the Verbella Case Tracking System. Cases can generally be escalated if the Priority of a Case increases or if the response time to a Case is deemed inadequate.

EXCLUSIONS TO THE SUPPORT AGREEMENT

Software Support does not cover:

- (i) Modifications made to the standard Software application by the Customer or third parties (including Verbella Professional Services),
- (ii) Applications developed by the Customer or third parties, products, services or functionality not provided by Verbella,
- (iii) Onsite support services at the physical location of the Error,
- (iv) Products for which the Customer has not maintained current certifications,
- (v) Systems engineering services, programming and operations procedures of any sort,
- (vi) The use of an operating system or any software or hardware or networking systems not certified by Verbella,
- (vii) Use of the Software(s) in a manner for which they were not designed.