



SUPPORT SERVICES ADDENDUM

This Support Services Addendum (the “**Addendum**”) sets forth the terms and conditions under which Devolutions agrees to provide support services to Customer in connection with its use of Devolutions’ Software Products. This Addendum forms an integral part of the Software License and Subscription Agreement (the “**SLSA**”) between the parties and is incorporated therein by reference. Unless otherwise defined in this Addendum, all capitalized terms shall have the meanings assigned to them in the SLSA. For clarity, this Addendum does not apply to support services for the PowerShell Universal (“**PSU**”) product, which is governed exclusively by the PSU-specific terms.

1. **Support Services**

1.1 **Support Plans**

The level of support provided, as well as the priority assigned to Customer’s support requests, will depend on the specific support plan selected or purchased (each a “**Support Plan**”), and on the severity level of the issue reported.

The table below outlines the various Support Plans offered by Devolutions, each plan defining a distinct scope of customer support and technical assistance:

| | Standard Plan | Extended Plan | Premium Plan |
|---|--------------------|--------------------|--------------|
| Access to 24/7 Community Forum, Online Documentation and Devolutions Academy | ✓ | ✓ | ✓ |
| Online Forum Support Mon-Fri 7:30am-6:00pm (Eastern Time – UTC -5) (English / French / German) | ✓ | ✓ | ✓ |
| Email Support Mon-Fri 7:30am-6:00pm (Eastern Time – UTC -5) (English / French / German) | ✓ | ✓ | ✓ |
| Live Chat Support Mon-Fri 7:30am-6:00pm (Eastern Time – UTC -5) (English / French) | ✓ | ✓ | ✓ |
| Phone Support (1 844.463.0419) Mon-Fri 7:30am-6:00pm (Eastern Time – UTC -5) (English / French) | | ✓ | ✓ |
| 24/7 Email & Online Forum support | | | ✓ |
| Dedicated Customer Success Manager | | | ✓ |
| Professional Services (consulting, security guidance & training, 6 hrs / year) | | | ✓ |
| Support Entitlement | Admins of products | Admins of products | Any User |



| | | Standard Plan | | Extended Plan | | Premium Plan | |
|--|-----------------|---------------|-----------------|-------------------|-----------------|---------------|-------------------|
| Email and Online Forum Support Initial Response Time | Severity Levels | Monday-Friday | Saturday-Sunday | Monday-Friday | Saturday-Sunday | Monday-Friday | Saturday-Sunday |
| <i>Please refer to the table below in Section 2 for a description of each severity level</i> | Critical | 48h | N/A | 6h | N/A | 4h | 4h |
| | High | 48h | N/A | 12h | N/A | 4h | 8h |
| | Moderate | 48h | N/A | Next business day | N/A | 8h | Next day |
| | Low | 48h | N/A | Next business day | N/A | Next day | Next business day |

1.2 Initial Response Time

Initial response time for email and online forum support requests refers to the time elapsed between Devolutions' receipt of a support request and the commencement of its processing. It does not represent the time within which the request will be fully addressed or resolved. For Standard and Extended Plans, support requests submitted over the weekend are deemed received on the following Monday. Response time commitments and severity level classifications do not apply to issues occurring in test, staging, or other non-production environments

Please note that Devolutions' development and engineering teams operate Monday through Friday, from 9:00 AM to 5:00 PM Eastern Standard Time (EST). If a request requires technical expertise beyond the scope of standard customer support, additional time may be required to resolve the issue.

The following table illustrates how Devolutions prioritizes and allocates support resources based on the scope and severity of reported issues.

| | | SCOPE OF IMPACT | | |
|--|---|--|--|--------------------------------|
| | | SYSTEM WIDE Entire business, unit or department | MULTIPLE USERS Moderate number of users | SINGLE USER One single user |
| S E V E R I T Y | HIGH: Significant degradation in performance or functionality that prevents users from performing critical business operations. No viable workaround or alternative solution is available. | <u>CRITICAL</u> | <u>HIGH</u> | <u>MODERATE</u> |
| | MODERATE: Issues that affect specific work functions or noticeably reduce productivity, but where a workaround or temporary solution is available to mitigate the impact. | <u>HIGH</u> | <u>MODERATE</u> | <u>LOW</u> |
| | LOW: Minor issues with limited impact on business operations or that do not significantly affect productivity, and that may not require immediate resolution. | <u>MODERATE</u> | <u>LOW</u> | <u>LOW</u> |



1.3 Processing of Support Services Requests

Devolutions will use commercially reasonable efforts to respond to admissible support requests within the applicable initial response time set out in the table above. Customer acknowledges and agrees that the time required to process and resolve a request may vary depending on its complexity and the volume of support requests being handled at any given time. Devolutions makes no guarantee that any request will be resolved within a specific timeframe.

Subject to Section 1.4, the [Integration levels table](#) provides a non-binding description of the categories of third-party integrations supported by Devolutions and outlines the corresponding expected level of maintenance and support associated with each category.

If Customer or its Users are using an outdated version of Devolutions' Software Products, they may be required to upgrade to the latest version before their support request can be processed. Similarly, if Customer or its Users lack the necessary understanding to operate the Software Products effectively within their environment, Devolutions may require them to complete appropriate training, at Customer's expense, as a condition for continued support.

Customer further acknowledges and agrees that Devolutions may engage qualified third-party consultants or subcontractors to assist in the performance of Support Services, in whole or in part, provided that Devolutions remains responsible for the delivery of such services in accordance with this Addendum and the SLA.

1.4 Excluded Services

The following services and situations are expressly excluded from the scope of the Support Plans:

- **User training:** personalized or private Software Product training for Customer or its Users, except as provided under the Premium Plan.
- **Business consulting:** in-depth business consulting or assistance with the development of operational processes, except under the Premium Plan.
- **Advanced deployment setups:** installation and configuration of high availability (HA) or load-balanced instances of Software Products, except under the Premium Plan.
- **Migration activities:** migration-related tasks, including but not limited to:
 - Data conversion, cleansing, or processing;
 - Importing data from third-party products into Devolutions applications;
 - Transferring Software Products or data between machines, servers or environments.
- **Server infrastructure setup:** provisioning or configuration of servers required to host Software Products. This includes, but is not limited to:
 - Installing or configuring Windows Server, Windows Server hotfixes, .NET Framework, MS Internet Information Server (IIS), and SQL Server;
 - Setting up or configuring SQL Server database mirroring or high availability solutions such as Always On Availability Groups.
- **Backup restoration failures:** assistance with restoring Self-Hosted Software in cases where the backup is incomplete, corrupted, or otherwise unusable.
- **Customer misuse or non-compliance:** issues or defects resulting from Customer's failure to operate a Software Product in accordance with the Documentation, or to implement recommended solutions, updates, or best practices provided by Devolutions.
- **Outdated versions:** defects or bugs that have already been resolved in an Upgrade made available by Devolutions.



- **User-caused data loss:** data loss or corruption resulting from improper or incorrect use of the Software Product by Customer or its Users.
- **Loss of access credentials:** data unavailability resulting from the loss or mismanagement of passwords or encryption keys set by Customer or its Users.
- **Misuse or unauthorized modifications:** malfunctions, defects, or failures resulting from misuse, negligent or inappropriate use, illegal activities, unauthorized modifications of the Software Products, or any other cause beyond Devolutions' reasonable control.
- **Highly technical or specialized inquiries:** in-depth or highly technical consultations, such as best practices for structuring an Active Directory infrastructure, custom product integrations, or development-related assistance.
- **Incompatible third-party environments:** issues arising from the use of Devolutions Software Products with incompatible, outdated, or unsupported third-party applications, technologies, or hardware.
- **Malware-related issues:** assistance with viruses, worms, or other forms of malware that impact the operation of Devolutions Software Products.
- **Network security interference:** assistance with firewall configurations, antivirus software, or other security tools that block Devolutions Software Products from accessing the Internet.
- **Third-party system failures:** defects or failures caused by Customer's or Users' systems, hardware, network infrastructure, or third-party software.
- **System recovery or migration:** assistance with system recovery or data transfer in cases such as server upgrades, hardware replacement, hard disk failures, or similar events.
- **Custom reports and queries:** creation or customization of reports, queries, or data extracts.

If Customer or its Users submit a support request relating to any of the excluded services or situations listed above, Devolutions may, at its sole discretion, agree to provide such support services subject to Customer's acceptance of applicable additional fees and charges (typically billed on an hourly basis—see below for details).

If an issue is initially investigated under standard support terms and subsequently determined to result from an excluded cause, Devolutions will notify Customer accordingly. In such cases, Customer will be responsible for purchasing the necessary Professional Services to address and resolve the issue.

1.5 Excessive Use of Support Services

If Devolutions determines, in its reasonable discretion, that Customer or its Users are making excessive use of Support Services, including but not limited to the repeated submission of unfounded or misclassified high-severity requests, or failing to attend scheduled support sessions on more than two (2) occasions, Devolutions reserves the right to: (i) limit or restrict the number of support cases that may be submitted or handled by Customer; and/or (ii) lower the priority assigned to Customer's future support requests. In addition, Devolutions reserves the right to suspend or refuse Support Services in cases where Customer or any of its Users engage in inappropriate, aggressive, abusive, or unprofessional conduct toward Devolutions' support personnel, including written or verbal harassment, threats, or disrespectful behavior.

2. Professional Services

Professional Services are provided exclusively on a remote basis and are limited to a maximum of six (6) hours per year, divided into up to three (3) sessions of no more than 120 minutes each. Unused hours do not carry over and will expire at the end of each annual period. Consulting sessions must be requested or scheduled with a minimum of five (5) business days' notice. Professional



Services that are not covered by an applicable support plan may be purchased in advance on an hourly basis. Purchased hours that are not used within a period of twelve (12) months will be forfeited.

3. Standard of Performance

Devolutions represents and warrants that the Support Services and Professional Services will be performed in a professional and workmanlike manner, consistent with prevailing industry standards. If Devolutions fails to meet this standard, and the Customer provides written notice within sixty (60) days of the performance in question, Devolutions will, at its sole discretion: (i) re-perform the non-conforming services; or (ii) refund the portion of the Fees paid for those services. The remedies set forth in this Section shall constitute the Customer's sole and exclusive remedy, and Devolutions' entire liability, for any breach of this performance warranty, except in cases of gross negligence or willful misconduct.

4. Customer Cooperation

Customer and its Users shall provide timely cooperation and reasonable assistance to Devolutions in connection with the provision of Support Services and Professional Services. Such cooperation may include, without limitation, furnishing accurate and complete information, responding to inquiries in a timely manner, and granting remote access to Customer's Systems or environment as necessary to identify, reproduce, or resolve the reported issue.

5. Access to Customer Data or Systems

To the extent Devolutions must access or process Customer Data in connection with the provision of Support Services or Professional Services, or remotely access its Systems for the purpose of investigating, reproducing, or resolving a support issue, Customer grants Devolutions a limited, non-exclusive right to access, use, process, store, copy, and retrieve such Customer Data solely for the purposes of providing such services, addressing support-related issues, or fulfilling Customer's express instructions.

Devolutions shall implement and maintain appropriate administrative, physical, and technical safeguards, consistent with industry standards, to protect the confidentiality, integrity, and security of Customer Data in such circumstances. These safeguards include, without limitation, measures designed to prevent unauthorized access to, use of, modification of, deletion of, or disclosure of Customer Data by Devolutions personnel, except as necessary to provide the requested services or resolve technical issues or as expressly authorized by Customer in writing. Where such data includes Personal Data, Devolutions' processing of that data shall be governed by the terms of the Data Processing Addendum (DPA), which is incorporated by reference into this Addendum.

Notwithstanding the foregoing, Devolutions does not guarantee the availability, integrity, or uninterrupted operation of Customer's environment while accessing Customer's data or Systems and does not warrant that such access will be error-free or without risk. Customer assumes all risks of data loss, system disruption, or unauthorized exposure resulting from such access, except to the extent caused by Devolutions' gross negligence or willful misconduct.

If Devolutions' intervention relates to Self-Hosted Software, Customer is solely responsible for maintaining complete and up-to-date backup copies of any Customer Data that may be accessed, imported, or otherwise handled by Devolutions in such circumstances. Unless otherwise agreed in writing, any Customer Data imported or accessed for support purposes will be securely deleted upon resolution of the issue, under the supervision of a member of Devolutions' security team. A written confirmation of such deletion may be provided upon Customer's request.

6. Disclaimer of Warranties

THE SUPPORT SERVICES AND PROFESSIONAL SERVICES PROVIDED BY DEVOLUTIONS ARE OFFERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. DEVOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE SUPPORT SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. DEVOLUTIONS DOES NOT GUARANTEE THAT ANY ISSUE REPORTED BY CUSTOMER WILL BE RESOLVED, OR THAT ANY GUIDANCE, WORKAROUND, OR RECOMMENDATION PROVIDED DURING THE COURSE OF SUPPORT WILL ACHIEVE A SPECIFIC RESULT OR PREVENT FUTURE ISSUES. THESE DISCLAIMERS ARE IN ADDITION TO, AND NOT A REPLACEMENT FOR, ANY OTHER WARRANTY EXCLUSIONS OR LIMITATIONS OF LIABILITY SET FORTH IN THE SLSA BETWEEN DEVOLUTIONS AND CUSTOMER GOVERNING THE USE OF DEVOLUTIONS' SOFTWARE PRODUCTS.