

Designtech Cloud-SaaS Hosting and Delivery Policy

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1 INTRODUCTION

Unless otherwise stated, these Designtech Cloud Hosting and Delivery Policies (the "Delivery Policies") describe the Designtech Cloud Services ordered by you. These Delivery Policies may reference other Designtech Cloud Policy documents; any reference to "Customer" in these Delivery Policies or in such other policy documents shall be deemed to refer to "you" as defined in the ordering document. Capitalized terms that are not otherwise defined in this document shall have the meaning ascribed to them in the relevant Designtech Agreement, ordering document or policy.

The Cloud Services described herein are provided under the terms of the agreement, ordering document and these Delivery Policies. Designtech's delivery of the services is conditioned on you and your users' compliance with your obligations and responsibilities defined in such documents and incorporated policies. These Delivery Policies, and the documents referenced herein, are subject to change at Designtech's discretion; however Designtech policy changes will not result in a material reduction in the level of performance or availability of services provided during the Services Period.

Access

Designtech provides Cloud Services from Designtech owned or leased data center space. Designtech defines the services' network and systems architecture, hardware and software requirements. Designtech may access your services environment to perform the Cloud Services including the provision of service support.

Hours of Operation

The Cloud Services are designed to be available 24 hours a day, 7 days a week, 365 days a year, except during system maintenance periods and technology upgrades and as otherwise set forth in the agreement, the ordering document and these Delivery Policies

2 DESIGNTech CLOUD SECURITY

2.1 USER ENCRYPTION FOR EXTERNAL CONNECTIONS

Customer access to the system is through the Internet. Where SSL encryption technologies are used, SSL connections are negotiated for at least 128 bit encryption or stronger. The private key used to generate the cipher key is at least 2048 bits.

2.2 NETWORK ACCESS CONTROL

Authentication, authorization, and accounting are implemented through standard security mechanisms designed to ensure that only approved operations and support engineers have access to the systems.

2.3 NETWORK BANDWIDTH AND LATENCY

Designtech is not responsible for Customer's network connections or for conditions or problems arising from or related to Customer's network connections (e.g., bandwidth issues, excessive latency, network outages), or caused by the Internet. Designtech monitors its own networks and will notify customers of any internal issues that may impact availability.

2.4 FIREWALLS

Utilized to control access between the Internet and Designtech Cloud Services by allowing only authorized traffic. Designtech managed firewalls are deployed in a layered approach to perform packet inspection with security policies configured to filter packets based on protocol, port, source, and destination IP address in order to identify authorized sources, destinations, and traffic types.

2.5 SYSTEM HARDENING

Designtech employs standardized system hardening practices across all Designtech Cloud devices. This includes restricting protocol access, removing or disabling unnecessary software and services, removing unnecessary user accounts, appropriate patch management, and appropriate logging.

2.6 PHYSICAL SECURITY SAFEGUARDS

Designtech provides secure computing facilities for production cloud infrastructure which include:

- Physical access requires authorization and is monitored.
- Everyone must visibly wear official identification while onsite
- Visitors must sign a visitor's register and be escorted and/or observed when on the premises
- Possession of keys/access cards and the ability to access the locations is monitored. Staff leaving employment must return keys/cards

2.7 SYSTEM ACCESS CONTROL & PASSWORD MANAGEMENT

Access to Cloud systems is controlled by restricting access to only authorized personnel. Designtech enforces password policies on all infrastructure components and cloud management systems used to operate the Designtech Cloud environment. All Designtech staff uses personalized user accounts to ensure traceability.

System access controls include system authentication, authorization, access approval, provisioning, and revocation for employees and any other Designtech-defined 'users'. Customer is responsible for all end user administration within the application. Designtech does not manage the Customer's End User accounts. Customer may configure the applications and additional built-in security features to meet its business or compliance needs.

2.8 REVIEW OF ACCESS RIGHTS

Network and operating system accounts for Designtech employees are reviewed regularly to ensure appropriate employee access levels. In the event of employee terminations, Designtech takes prompt actions to terminate network, telephony, and physical access for such former employees. Customer is responsible for managing and reviewing access for its own employee accounts.

2.9 DATA MANAGEMENT / PROTECTION

During the use of Designtech Cloud services, Designtech Cloud customers maintain control over and responsibility for their data residing in their environment. Designtech Cloud services provide a variety of configurable information protection services as part of the subscribed service. Customer data is data uploaded or generated for use within the Designtech Cloud Services.

2.9.1 DATA DISPOSAL

Upon termination of services (as described in the Designtech General Agreement – Software as a Service) or at Customer's request, Designtech will delete environments or application data residing therein in a manner designed to ensure that they cannot reasonably be accessed or read, unless there is a legal obligation imposed on Designtech preventing it from deleting all or part of the environments or data.

2.9.2 SECURITY INCIDENT RESPONSE

Designtech evaluates and responds to incidents that create suspicions of unauthorized access to or handling of customer data whether the data is held on Designtech hardware assets or on the personal hardware assets of Designtech employees and contingent workers. Designtech's staff will, depending on the nature of the activity, define escalation paths and response teams to address those incidents. Designtech will work with Customer, the appropriate technical teams, and law enforcement where necessary to respond to the incident. The goal of the incident response will be to restore the confidentiality, integrity, and availability of Customer's environment, and to establish root causes and remediation steps.

If Designtech determines that Customer's data has been misappropriated, Designtech will promptly report such misappropriation to Customer unless prohibited by law.

2.9.3 STAFF CONTROL

At time of new employments, all Designtech staff that will have access to the Cloud systems will be checked against police criminal records to ensure suitability. At time of employment, all staff also signs employment contracts where it is specifically described which restrictions that apply to confidentiality.

Whenever temporary staff or third party staff is engaged, a signed NDA must be in place before any access is given to Cloud systems. The NDA describes in detail how information must be handled and the restrictions that apply after such an assignment as to how information/knowledge about the customer and the Cloud system must be handled.

3 DESIGNTech CLOUD SYSTEM RESILIENCY

The resiliency and backups described in this Policy apply only for Designtech Cloud services. Customer is solely responsible for developing a business continuity plan to ensure continuity of its own operations in the event of a disaster and for backing up and recovering any non-Designtech software.

3.1 DESIGNTech CLOUD SERVICES HIGH AVAILABILITY STRATEGY

Designtech's production data center have component and power redundancy with backup generators in place to help maintain availability of data center resources in the event of crisis as described below.

3.2 REDUNDANT MEP INFRASTRUCTURE

The mechanical-electrical-plumbing infrastructure design includes redundant power feeds to the data center and redundant power distribution for the data center and to the data center racks. Data center cooling components (chillers, towers, pumps and computer room air conditioning units) include redundancy. The emergency standby power includes redundant battery backup with generator fuel stored onsite and contracts in place for refueling.

3.3 REDUNDANT NETWORK INFRASTRUCTURE

Network designs include redundant circuits from different carriers, firewall pairs, switch pairs, and load balancer pairs.

3.4 REDUNDANT APPLICATION SERVERS

Customer's environment consists of a set of one or more physical servers or virtual servers that provide application services to Customer. The overall application tier functionality may be distributed across multiple physical servers or virtual servers.

3.5 REDUNDANT STORAGE

All Designtech Cloud services data resides in redundant storage configurations with protection from individual disk or array failure.

3.6 DESIGNTech CLOUD SERVICES BACKUP STRATEGY

Designtech Cloud services use disk or tape backups to help protect against the loss of Customer production data. Designtech periodically makes backups of Designtech Cloud data in all environments included in the Customer's ordering document using dedicated backup infrastructure. All backups are stored at a geographically separate location from the primary production environment.

Designtech makes regular backup recovery tests in order to verify that online backups can be recovered and that consistency exists between file data and database information.

4 DESIGNTech CLOUD DISASTER RECOVERY SERVICE

4.1 SCOPE

This Policy applies only to Customer's production environments within Designtech Cloud Services. The activities described in this Policy do not apply to Customer's own disaster recovery or backup plans or activities, and Customer is responsible for archiving and recovering any non-Designtech software.

Disaster Recovery services are intended to provide service restoration capability in the case of a major disaster, as declared by Designtech, that leads to loss of a data center and corresponding service unavailability.

For the purposes of this policy, a "disaster" means an unplanned event or condition that causes a complete loss of access to the primary site used to provide the Designtech Cloud Services such that the Customer production environments at the primary site are not available.

4.2 SYSTEM RESILIENCE

Designtech Cloud Services maintains a redundant and resilient infrastructure designed to maintain high levels of availability and to recover services in the event of a significant disaster or disruption. Designtech designs its cloud services using principles of redundancy and fault-tolerance with a goal of fault-tolerance of a single node hardware failure.

Designtech Cloud Services provide an infrastructure that incorporates a comprehensive data backup strategy. The Designtech Cloud includes redundant capabilities such as power sources, cooling systems, telecommunications services, networking, application domains, data storage, physical and virtual servers.

Designtech will commence the disaster recovery plan under this policy upon its declaration of a disaster, and will target to recover the production data and use reasonable efforts to re-establish the production environment.

Customer data is backed up in a physically separate facility in order to restore full services in the event of a disaster in the production environment. Backups are for Designtech's sole use in the event of a disaster.

4.3 DISASTER RECOVERY

Designtech provides for the recovery and reconstitution of its Cloud Services to the most recent available state following a disaster.

Disaster recovery operations apply to the physical loss of infrastructure at Designtech facilities. Designtech reserves the right to determine when to activate the Disaster Recovery Plan. During the execution of the Disaster Recovery Plan, Designtech provides regular status updates to customers.

4.3.1 RECOVERY TIME OBJECTIVE

Recovery time objective (RTO) is Designtech's objective for the maximum period of time between Designtech's decision to activate the recovery processes under this Policy to failover the service to the secondary site due to a declared disaster, and the point at which Customer can resume production operations in the production environment. If the decision to failover is made during the period in which an upgrade is in process, the RTO extends to include the time required to complete the upgrade. The RTO does not apply if any data loads are underway when the disaster occurs. The RTO objective is 48 hours from the declaration of a disaster.

4.3.2 RECOVERY POINT OBJECTIVE

Recovery point objective (RPO) is Designtech's objective for the maximum period of data loss measured as the time from which the first transaction reported as lost until Designtech's declaration of the disaster. The RPO objective is 24 hour from the point of service loss.

Note: the RTO and RPO do not apply to Customer customizations that depend on external components or third-party software. During an active failover event, non-critical fixes and enhancement requests are not supported. Customer will be solely responsible for issues arising from third party software and customizations to Designtech software.

4.4 SERVICE RESTORATION

This Designtech Cloud Disaster Recovery Service identifies the purpose and scope of the Disaster Recovery Plans, the roles and responsibilities, management commitment, coordination among organizational entities, and compliance. The plans document the procedures for recovering a Cloud Service (including referencing separate procedures for recovery of specific components) in the event of a disaster.

Designtech is committed to minimizing down time due to any disasters or equipment failures.

4.5 DISASTER RECOVERY PLANS

The following are the objectives of Designtech's Disaster Recovery Plan for Designtech Cloud Services:

- In an emergency, Designtech's top priority and objective is human health and safety.
- Maximize the effectiveness of contingency operations through the established Disaster Recovery Plan that consists of the following phases:
 - Phase 1 - Disaster Recovery Launch Authorization phase - to detect service disruption or outage at the primary site, determine the extent of the damage and activate the plan.
 - Phase 2 - Reconstitution phase - to restore processing capabilities and resume normal operations at the production site.
- Identify the activities, resources, and procedures to carry out processing requirements during prolonged interruptions to normal operations.
- Assign responsibilities to designated personnel and provide guidance for recovering during prolonged periods of interruption to normal operations.
- Ensure coordination with other personnel responsible for disaster recovery planning strategies. Ensure coordination with external points of contact and vendors and execution of this plan.

5 DESIGNTech CLOUD SERVICE LEVEL OBJECTIVE

5.1 SERVICE AVAILABILITY PROVISIONS

Commencing at Designtech's activation of Customer's production environment, and provided that Customer remains in compliance with the terms of the ordering document (including the agreement), Designtech works to meet the Target Service Availability Level in accordance with the terms set forth in this Policy.

5.2 TARGET SYSTEM AVAILABILITY LEVEL OF DESIGNTech CLOUD SERVICE

Designtech works to meet a Target System Availability Level of 99.7% of the production service, for the measurement period of one calendar month in the period between 08:00 – 17:00 (CET) during weekdays, Monday through Friday, commencing at Designtech's activation of the production environment.

5.3 DEFINITION OF AVAILABILITY AND UNPLANNED DOWNTIME

"Availability" or "Available" means Customer is able to log in and access the OLTP or transactional portion of the Designtech Cloud Services, subject to the following provisions. "Unplanned Downtime" means any time during which the services are not Available, but does not include any time during which the services or any services component are not Available due to:

- A failure or degradation of performance or malfunction resulting from scripts, data, applications, equipment, infrastructure, software, penetration testing, performance testing, or monitoring agents directed or provided or performed by Customer

- Planned outages, scheduled or announced maintenance or maintenance windows, or outages initiated by Designtech at the request or direction of Customer for maintenance, activation of configurations, backups or other purposes that require the service to be temporarily taken offline
- Outages occurring as a result of any actions or omissions taken by Designtech at the request or direction of Customer
- Outages resulting from Customer equipment or third party equipment not within the sole control of Designtech
- Events resulting from an interruption or shut down of the services due to circumstances reasonably believed by Designtech to be a significant threat to the normal operation of the services, the operating infrastructure, the facility from which the services are provided, access to, or the integrity of Customer data (e.g., a hacker or a virus attack)
- Outages due to system administration, commands, or file transfers performed by Customer users or representatives
- Outages due to denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and Designtech's other vendors), and other force majeure events
- Inability to access the services or outages caused by Customer's conduct, including negligence or breach of Customer material obligations under the agreement, or by other circumstances outside of Designtech's control
- Lack of availability or untimely response time of Customer to respond to incidents that require Customer participation for source identification and/or resolution, including meeting Customer responsibilities for any services
- Outages caused by failures or fluctuations in electrical, connectivity, network or telecommunications equipment or lines due to Customer conduct or circumstances outside of Designtech's control

5.4 MEASUREMENT OF AVAILABILITY

Following the end of each calendar month of the Services Period under an ordering document, Designtech measures the "System Availability Level" over the immediately preceding month. Designtech measures the System Availability Level by dividing the difference between the total number of minutes in the monthly measurement period and any Unplanned Downtime by the total number of minutes in the measurement period, and multiplying the result by 100 to reach a percent figure.

5.5 MONITORING

Designtech uses a variety of software tools to monitor (i) the availability and performance of Customer's production services environment and (ii) the operation of infrastructure and network components.

5.6 CUSTOMER MONITORING & TESTING TOOLS

Due to potential adverse impact on service performance and availability, Customer may not use its own monitoring or testing tools (including automated user interfaces and web service calls to any Designtech Cloud Service) to directly or indirectly seek to measure the availability, performance, or security of any application or feature of or service component within the services or environment unless otherwise expressly permitted in the ordering document. Designtech reserves the right to remove or disable access to any tools that violate the foregoing restrictions without any liability to Customer.

5.7 AUTOMATED WORKLOADS

Customer may not use nor authorize the use of data scraping tools or technologies to collect data available through the Designtech Cloud Service user interface or via web service calls without the express written permission of Designtech. Designtech reserves the right to require Customer's proposed data scraping tools to be validated and tested by Designtech prior to use in production and to be subsequently validated and tested annual. Designtech may require that a written statement of work be executed to perform such testing and validation work.

6 DESIGNTECH CLOUD CHANGE MANAGEMENT

6.1 DESIGNTECH CLOUD CHANGE MANAGEMENT AND MAINTENANCE

Designtech Cloud Operations performs changes to cloud hardware infrastructure, operating software, product software, and supporting application software to maintain operational stability, availability, security, performance, and currency of the Designtech Cloud Services. Designtech follows formal change management procedures to provide the necessary review, testing, and approval of changes prior to application in the Designtech Cloud production environment.

Change Management procedures include management of regular and ongoing application upgrades and updates, coordinated customer specific changes where required, and system and service maintenance. Designtech works to architect cloud services to avoid service interruption where possible.

Where an anticipated change will require the application service to be unavailable during the change maintenance period, Designtech will work to provide prior notice of the anticipated impact. The duration of the maintenance periods for planned maintenance are not included in the calculation of available minutes in the monthly measurement period for System Availability Level (see "Designtech Cloud Service Level Objective"). Designtech intends to minimize the use of these reserved maintenance periods and minimize the duration of maintenances causing unavailability of service.

6.1.1 APPLICATION UPGRADES AND UPDATES

Designtech requires that all application versions in Designtech Cloud Services be kept current with the application versions that Designtech designates as generally available (GA) to its commercial customers unless otherwise agreed with Designtech. Designtech is not responsible for performance or security issues encountered with the Cloud Services that may result from running earlier application versions. Application updates follow release of every application GA and are required to maintain application version currency. Application upgrades and updates will be applied to all target customers by Designtech in accordance with Designtech's target deployment schedule. Designtech will provide prior notice for application upgrades and updates that involve service interruption.

6.1.2 CORE SYSTEM MAINTENANCE

Core system maintenance involves changes to hardware, network systems, security systems, operating systems, storage systems or general supporting software of the cloud infrastructure. Core system maintenance requiring a service interruption is performed every 1st and 3rd Sunday of the month and may result in service interruption.

The scheduled service period for core system maintenance requiring service interruption is on the 1st and 3rd Sunday of the month and will be scheduled by Designtech between 21:00-03:00 CET. Designtech may elect to not schedule a core system maintenance event.

6.1.3 ROUTINE INFRASTRUCTURE MAINTENANCE

Designtech manages routine infrastructure maintenance for the purpose of providing environment currency, capacity, and stability. Routine maintenance is not expected to result in a service interruption unless otherwise notified to the Customer.

6.1.4 EMERGENCY MAINTENANCE

Designtech may periodically be required to execute emergency maintenance in order to protect the security, performance, availability, or stability of the production environment. Emergency maintenance may include application patching and/or core system maintenance as required. Designtech works to minimize the use of emergency maintenance and will provide as much notice as reasonable under the circumstances as to any emergency maintenance requiring a service interruption.

6.1.5 MAJOR MAINTENANCE CHANGES

To ensure continuous stability, availability, security and performance of the Cloud Services, Designtech reserves the right to perform major changes to its hardware infrastructure, operating software, applications software and supporting application software under its control, no more than twice per

calendar year. Each such change event is considered planned maintenance and may cause the Cloud Services to be unavailable for up to 24 hours.

6.2 DEPRECATED FEATURES

A deprecated feature is a feature that appears in prior or existing versions of the service and is still supported as part of the service, but for which Designtech has given notification that the feature will be removed from future versions. Designtech makes commercially reasonable efforts to post notices of feature deprecations one quarter in advance of their removal and reserves the right to deprecate, modify, or remove features from any new version without prior notice.

7 DESIGNTech CLOUD SUPPORT

The support described in this Cloud Support Policy applies only for Designtech Cloud Services and is provided by Designtech as part of such services under the ordering document. Customer may purchase additional services for Designtech Cloud via other Designtech support service offerings that are designated by Designtech for Cloud Services.

7.1 DESIGNTech CLOUD SUPPORT TERMS

7.1.1 SUPPORT FEES

The fees paid by Customer for the Designtech Cloud Services offering under the ordering document include the support described here. Additional fees are applicable for additional Designtech support services offerings purchased by Customer.

7.1.2 SUPPORT PERIOD

Designtech Cloud support is effective upon the effective date specified in the ordering document and ends upon the expiration or termination of the service under such ordering document (the "support period"). Designtech is not obligated to provide the support described in this Cloud Support Policy beyond the end of the support period.

7.1.3 DESIGNTech CLOUD SUPPORT

Support Services for Designtech Cloud consists of:

- Diagnosis of problems or issues with the Designtech Cloud Services
- Reasonable commercial efforts to resolve reported and verifiable errors in the Designtech Cloud services so that they perform in all material respects as described in the associated Online help documentation
- Support during Change Management activities described in Designtech Cloud Change Management
- Assistance with Technical Service Requests
- Access to community forums/FAQ
- Non-technical customer service assistance during normal Designtech business hours (8:00 to 17:00) local time.

Any deviances to the support availability will be announced on the support web page at <http://www.designtech.se/support> and will be updated at the beginning of each new calendar year.

7.2 DESIGNTech CLOUD CUSTOMER SUPPORT SYSTEMS

7.2.1 ONLINE SUPPORT

Access to online help documentation and FAQ's can be found on Designtech's support web site at <http://www.designtech.se/support>.

7.2.2 EMAIL SUPPORT

Customer's users may use email support via the email address and forms found on Designtech's support web site at <http://www.designtech.se/support>.

7.2.3 LIVE TELEPHONE SUPPORT

Customer's users may access live telephone support via the phone numbers and contact information found on Designtech's support web site at <http://www.designtech.se/support>.

7.3 SECURITY PRACTICES FOR DESIGNTech CLOUD SUPPORT

Designtech is deeply committed to the security of Designtech Cloud Services support. In providing Designtech Cloud Services support, Designtech will adhere to the Designtech Cloud Security set forth in the Designtech Cloud Hosting and Delivery Policy.

7.4 SEVERITY DEFINITIONS

Service requests for Designtech Cloud Services may be submitted by Customer's designated technical contacts via the Designtech Cloud Customer Support Systems noted in Section 7.2 of this Policy. The severity level of a service request submitted by Customer is selected by both Customer and Designtech, and must be based on the following severity definitions:

Critical

Customer's production use of the Designtech Cloud Service is stopped or so severely impacted that Customer cannot reasonably continue work. Customer experiences a complete loss of service. The impacted operation is mission critical to the business and the situation is an emergency. A Critical service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- Service hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- Service crashes, and crashes repeatedly after restart attempts

Designtech will use reasonable efforts to respond to Critical service requests within one (1) hour within SLA time described in 5.2. Customer must provide Designtech with a contact during this period to assist with data gathering, testing, and applying fixes. Customer is required to propose this severity classification with great care, so that valid Critical situations obtain the necessary resource allocation from Designtech.

High

Customer experiences a severe loss of service. Important features of the Designtech Cloud Services are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

Medium

Customer experiences a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

Low

Customer requests information, enhancement, or documentation clarification regarding the Designtech Cloud Service, but there is no impact on the operation of such service. Customer experiences no loss of service.

7.5 CHANGE TO SERVICE REQUEST SEVERITY LEVEL

7.5.1 INITIAL SEVERITY LEVEL

At the time Designtech accepts a service request, Designtech will record an initial severity level of the service request based on the above severity definitions. Designtech's initial focus, upon acceptance of a service request, will be to resolve the issues underlying the service request. The severity level of a service request may be adjusted as described below.

7.5.2 DOWNGRADE OF SERVICE REQUEST LEVELS

If, during the service request process, the issue no longer warrants the severity level currently assigned based on its current impact on the production operation of the applicable Designtech Cloud

Service, then the severity level will be downgraded to the severity level that most appropriately reflects its current impact.

7.5.3 UPGRADE OF SERVICE REQUEST LEVELS

If, during the service request process, the issue warrants the assignment of a higher severity level than that currently assigned based on the current impact on the production operation of the applicable Designtech Cloud Service, then the severity level will be upgraded to the severity level that most appropriately reflects its current impact.

7.5.4 ADHERENCE TO SEVERITY LEVELS DEFINITIONS

Customer shall ensure that the assignment and adjustment of any severity level designation is accurate based on the current impact on the production operation of the applicable Designtech Cloud Service. Customer acknowledges that Designtech is not responsible for any failure to meet performance standards caused by Customer's misuse or misassignment of severity level designations.

7.6 SERVICE REQUEST ESCALATION

For service requests that are escalated, the Designtech support analyst will engage the Designtech customer responsible who will be responsible for managing the escalation. The Designtech customer responsible will work with Customer to develop an action plan and allocate the appropriate Designtech resources. If the issue underlying the service request continues to remain unresolved, Customer may contact the Designtech customer responsible to review the service request and request that it be escalated to the next level within Designtech as required. To facilitate the resolution of an escalated service request, Customer is required to provide contacts within Customer's organization that are at the same level as that within Designtech to which the service request has been escalated.

7.7 POLICY EXCEPTIONS

Customer questions or requests for an exception to the Designtech Cloud Hosting and Delivery Policy must be made via a service request with My Designtech Support.

8 DESIGNTECH CLOUD SUSPENSION AND TERMINATION

8.1 TERMINATION OF CLOUD SERVICES

8.1.1 TERMINATION OF CLOUD SERVICES

For a period of up to 60 days after the termination or expiration of production services under the ordering document, Designtech will preserve an original or copy of Customer's applicable services or customer data as it existed in the Customer's environment on the date of termination. Designtech has no obligation to retain the data for customer purposes after this 60 day post termination period.

8.1.2 TERMINATION OF TRIAL ENVIRONMENTS

Upon the expiration of a trial, the service is terminated with no archiving of data. To avoid loss of data, Customer must work with authorized Designtech representatives to enter into an extension of the trial period before its expiration.

8.1.3 TERMINATION OF FREE ENVIRONMENTS

Designtech reserves the right to end free environments after a 12 month inactivity period from the customer. The termination will be made after written notification to the customer and will follow the same service termination policy as normal production environments.

8.1.4 CUSTOMER ASSISTANCE AT TERMINATION

At service termination, if Customer needs assistance from Designtech, Customer must create a service request as described in the Designtech Cloud Support section.

8.2 SUSPENSION DUE TO VIOLATION

If Designtech detects violation, or is contacted about a violation of, Designtech Cloud Services terms and conditions or acceptable use policy, Designtech will assign an investigating agent. The investigating agent may take actions including but not limited to suspension of user account access, suspension of administrator account access, or suspension of the environment until the issues are resolved.

Designtech will use reasonable efforts to restore Customer's services promptly after Designtech determines, in its reasonable discretion, that the issues have been resolved or the situation has been cured.