

HEAVY.AI Support Terms
Updated: 1 September 2022

IMPORTANT NOTICE: THESE SUPPORT TERMS (THESE “TERMS”) APPLY TO THE LICENSED USE OF HEAVY.AI PRODUCTS (AS DEFINED BELOW) UPON PURCHASE OF SUPPORT (AS DEFINED BELOW). THE EULA (AS DEFINED BELOW) GOVERNS ANY USE OF THE PRODUCTS; ANY CAPITALIZED TERMS NOT DEFINED IN THESE TERMS WILL HAVE THE MEANINGS ASCRIBED TO THEM IN THE EULA.

1. Overview

These Terms describe the policies under which HEAVY.AI provides maintenance and technical support services (“Support”) for its proprietary Software and products (together, “Products”) to its customers (each, a “Licensee”). For Software licensed for production use on a subscription basis, HEAVY.AI provides support during the applicable Subscription Term. For other Software licenses, Support will only be provided to the extent specified in an Order Form.

1.1. Severity Level Definitions & Targeted Initial Response

Severity Level	Definition	Target Initial Response – Standard Support
S1 - Critical	The highest priority. An Incident has rendered a production environment completely inoperable, without any possible workarounds. Must be impacting a production environment and have severe business consequences.	2 Business Hours
S2 - High	An Incident causing a significant (but not complete) disruption or degradation of Product functionality in a production environment, without any possible workarounds.	4 Business Hours
S3 - Medium	An Incident with improper product functionality, but with workarounds or acceptable impact.	1 Business Days
S4 - Low	Feature requests or Incidents with little or manageable impact; default severity for all Incidents.	3 Business Days

Unless otherwise specified in an Order Form, Software licensed for production use on a subscription basis includes Standard Support at no additional charge. Premium Support response times are applicable only when Premium Support is included on Licensee’s Order Form.

NOTE: “Business Hours” and “Business Days” are measured based on the applicable Support Hours set out below.

1.2. Support Contacts and Hours

HEAVY.AI Support Contacts and Hours	
Support Contacts:	Support Hours:
support@heavy.ai	M-F, 6:00am - 6:00pm Pacific US
Phone: +1 (415) 418-2218	(excluding US bank holidays)

Support is provided for the Software pursuant to the separate Order Form under which Licensee is entitled to Support (the “EULA”) and is subject to the terms and conditions of that EULA and these Terms. Support is provided for the term specified herein, or for the period otherwise specified in the EULA.

2. Definitions

- (a) "HEAVY.AI" means the HEAVY.AI entity or authorized distributor identified on the Order Form. In case the Order Form does not specify, then HEAVY.AI means HEAVY.AI, Inc., a Delaware corporation with a principal place of business at 100 Montgomery Street, 5th Floor, San Francisco, California 94104 USA.
- (b) "Customer Technical Personnel" means a qualified individual, knowledgeable in Licensee's systems and business and who has been trained in use of the Products by basic product training (self-study or instructor-led). Each Customer Technical Personnel must use his or her valid company domain email address when contacting Support.
- (c) "Documentation" means the user guide, help information or other documentation generally provided by HEAVY.AI to Licensees.
- (d) "Incident" means each individual issue with the Products reported to HEAVY.AI.
- (e) "Order Form" means an ordering document with HEAVY.AI or an authorized distributor pursuant to which Licensee obtains access to the Products.
- (f) "Previous Version" Upon a commercially available release of the Products ("New Version"), any previously released version(s) of the Products will be deemed a Previous Version. Licensee may replace the Previous Version (including all installed copies) with the New Version.
- (g) "Production Environment" is the Licensee's production instance of the Products.
- (h) "Support Hours" means the "Support Hours" set out in Section 1.2, above, or other hours specified for Support in an Order Form.
- (i) "Update" means error corrections, patches, or modifications to the Products made generally available by HEAVY.AI at no additional fee (other than shipping charges if applicable) to its customers contracted to receive applicable Support during the Support Term. Updates may include "Point Releases," "Minor Releases," or "Major Releases."

3. Scope of Support

3.1. In General

Support consists of the following: (a) web-based or email submissions of Incidents submitted by up to the number of designated Customer Technical Personnel specified in these Terms, (b) Updates of the Products, and (c) the provision of guidance and troubleshooting to Licensee in connection with questions and issues arising from the following Licensee activities with respect to the Products of the following nature:

- (a) Installation and Downloads: Support for installation includes providing guidance and troubleshooting in connection with Licensee's downloading and installing of the Software. (Note: Licensee may not use the New Version of the Products and the Previous Version of the Products at the same time in a Production Environment.)
- (b) Basic Configuration Issues: Support for configuration includes troubleshooting Licensee's configuration settings for existing installations on Supported Platforms (as defined below) to ensure proper operation and connectivity.
- (c) Usage Issues: HEAVY.AI qualified personnel will answer Licensee's "how to" questions related to standard Products usage.

3.2. Efforts to Correct the Products

HEAVY.AI will make commercially reasonable efforts to correct bugs or other errors in the Products. HEAVY.AI is not required to correct every bug, error, or problem with the Products reported to HEAVY.AI.

HEAVY.AI must be able to reproduce Incidents in order to resolve them using "Full Support" (defined in Section 3.5, below) versions of Products only. Licensee agrees to cooperate and work closely with HEAVY.AI to reproduce

Incidents, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to Licensee's approval on a case-by-case basis, Licensee may be asked to provide remote access to their HEAVY.AI Products for troubleshooting purposes.

Incidents will only be progressed during Support Hours.

3.3. Support Exclusions

The following are excluded from HEAVY.AI's Support obligations: (a) Products that are used on or in conjunction with hardware or software other than as specified in the applicable Documentation, (b) altered or modified Products, unless altered or modified by HEAVY.AI, (c) defects in the Products due to accident, hardware malfunction, abuse or improper use, (d) defects in the Products which have been corrected in a New Version of the Products made available to Licensee, (e) any version of the Products for which Support have been discontinued by HEAVY.AI, (f) Products provided at no charge or for evaluation, trial, or pre-release use only, (g) training, customization, integration and any issues arising from non-standard usage of the Products, and (h) any on-site services or remote access services (unless HEAVY.AI requests remote access to assist HEAVY.AI in understanding an Incident). In all cases, HEAVY.AI only provides Support in connection with Products purchased from HEAVY.AI or an authorized distributor.

HEAVY.AI has no obligation to accept calls or messages from, or otherwise interact with, personnel other than the designated Customer Technical Personnel.

3.4. Product Versions Supported

HEAVY.AI will provide Support only for the Products as specified in an Order Form.

HEAVY.AI provides "Full Support" for the current GA version (e.g., version 6.0) and the three prior three major/minor releases (e.g., versions 5.10, 5.8, etc.). Patch versions are not counted for the purpose of this schedule. HEAVY.AI provides only "Essential Support" for all versions released in the prior 180 days and best-effort support for all versions released in the prior 365 days.

3.5. Support Level Definitions

"Full Support" means that HEAVY.AI will address the Incident in a future release, or in some cases a patch release may be provided (at HEAVY.AI's discretion).

"Essential Support" means that an Incident will undergo troubleshooting and testing in a Full Support version of the Products. If the issue is not able to be detected or replicated, Licensee may be required to upgrade to allow further investigation.

3.6. Platforms Supported

HEAVY.AI supports use of the Products only on the platforms specified in the Product technical specification supplied by HEAVY.AI with the Products (the "Supported Platforms").

4. Submitting Incidents

4.1. Who May Submit Incidents

Licensee must designate authorized Customer Technical Personnel at time of purchase (at least one), unless otherwise specified, who will be the person registering the license. That individual may submit change requests to the list of authorized Customer Technical Personnel in writing through the channel(s) specified for the plan selected. Unless specified in an Order Form, Licensee may have no more than 8 Customer Technical Personnel at once. Licensee may substitute Customer Technical Personnel in its discretion.

4.2. How to Submit Incidents

To ensure the fastest response to an Incident, Customer Technical Personnel should submit incidents with appropriate urgency selected using the support portal at <https://support.heavy.ai/>.

Response time is deemed to commence from when the HEAVY.AI Helpdesk has been notified of any Incident within

Support Hours or from the commencement of Support Hours following receipt of an issue.

4.3. *Escalation of Incidents*

If Licensee requests escalation of an existing Incident, the Customer Technical Personnel should:

- Call the Support Phone number, and
- State that this is an escalation of an existing Incident and provide:
 - case number
 - reason for escalation.