

AZUL SUPPORT AND MAINTENANCE SERVICES (“SUPPORT SERVICES”) TERMS AND CONDITIONS

1. **SUPPORT AND MAINTENANCE SERVICES.** Support Services consist of (a) Error corrections provided to Customer’s Designated Support Contacts concerning the installation and use of supported versions of the Product, (b) Product updates that Azul in its discretion makes generally available to its support and maintenance customers without additional charge, (c) access to Azul’s support portal and download site, and (d) facilities for case and bug tracking, escalation of problems for priority attention, and assistance with troubleshooting to diagnose and fix errors in the Product. Certain benefits of Support Services depend on the support tier which has been selected and paid for by Customer (the “Support Tier”), as set forth in the table below:

Benefit	SUPPORT TIER	
	Standard	Platinum or Premium
Support Hours and First Response SLA	Standard Business Hours Next Business Day SLA	24x7x365 hours 1 hour SLA
Product Downloads and Fixes	Regular quarterly releases	Regular quarterly releases, Early Access to upcoming releases, and Hot Fixes
Number of Tickets	6 Tickets per year	Unlimited Tickets
Phone/Email/Web support	Phone, Email and Web	Phone, Email, and Web
Support Forum Access	Read & Write	Read & Write

2. **ERROR PRIORITY LEVELS.** Azul shall exercise commercially reasonable efforts to correct any Error reported by Customer in the current unmodified release of the Product in accordance with the priority level reasonably assigned to such Error by Azul.

- Priority 1 Errors means a report that the Product is failing to perform in accordance with the Documentation and that such failure is reproducible and makes one or more critical functions of the Product inoperable. To be classified as Priority 1, an Error must (i) prevent a Customer from conducting critical and primary business functions (that are consistent with the Product’s intended use and functions) in a production environment, and (ii) have no immediate fix or work-around. For Priority 1 Errors, Azul shall commence the following procedures: (i) assign Azul engineers to diagnose the Error; (ii) notify Azul management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide Customer with periodic reports on the status of the corrections; and (iv) immediately initiate work on a prioritized basis to provide Customer with a Workaround or Fix as soon as commercially reasonable.
- Priority 2 Errors means a report that the Product is functioning but in a significantly degraded or restricted capacity. To be classified as Priority 2, an Error must be reproducible and (i) cause a high impact on some portion of Customer’s primary business functions (that are consistent with the Product’s intended use and functions) in a production environment, and (ii) have no immediate fix or work-around. For Priority 2 Errors, Azul shall commence the following procedures: (i) assign Azul engineers to diagnose the Error; (ii) notify Azul management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide Customer with periodic reports on the status of the corrections; and (iv) initiate work to provide Customer with a Workaround or Fix as soon as commercially reasonable.
- Priority 3 Errors means a report of degraded operations of the Product and reproducible limited condition that causes a slight or non-critical failure of the Product to function according to the Documentation. Azul shall exercise commercially reasonable efforts to include a Fix for the Error in the next regular Product release.
- Priority 4 Errors means a report of minimal impact and means a minor problem or error(s) in the Documentation, a desired change in the Product which can be easily circumvented or avoided, or a Product enhancement request. Azul may, at its sole option, include a Fix for the Error or the requested enhancement in a future release of the Product.

3. **EXCLUSIONS.** Azul shall have no obligation to provide any Support Services for: (i) altered or damaged Products; (ii) any version of a Product that is not currently supported per the Product Lifecycle Policy; (iii) Product problems caused by Customer’s negligence, abuse or misapplication use of Products other than as specified in the Documentation or other causes beyond the control of Azul; (iv) Products installed on any hardware that is not listed as supported in the Documentation; or (v) Product or Product component(s) or Product feature(s) specifically identified as “Feature Preview”, “Early Access”, “Not Supported”, or “Experimental”. Azul shall have no liability for any changes in Customer’s hardware which may be necessary to use the Product.

4. **CUSTOMER RESPONSIBILITIES.** Customer shall exercise commercially reasonable efforts in cooperating with and providing information to Azul with regard to Support Services. Customer is required to assist Azul until problem resolution. Required Customer activities may include logging into Customer’s systems for diagnosis of problems, downloading and installation of software updates, retrieval and transfer of system logs/files, re-installation of the Product, and participation in tests for fixes.

5. **CASE RESOLUTION PROCESS.** Using good faith and reasonable judgment, Customer will assign an initial Priority Level to each report prior to reporting it to Azul, and Azul will assign a unique tracking number to each report as it is reported. Using good faith and reasonable judgment, Azul may change the Priority Level of a report. Azul will assign technical support resources and provide progress reports for each report, using commercially reasonable efforts to do so, in accordance with Section 2 of this Exhibit B.

6. **TARGET RESPONSE TIME.** A response to a request for Support Services shall consist of receipt of and acknowledgement by Azul of Customer’s request for Support Services (the “First Response”). Azul will use commercially reasonable efforts to provide a First Response within the target SLA response time set forth in the table below. Customer acknowledges that a First Response may not include resolution for all requests for Support Services. However, Customer acknowledges and understands that no software is perfect or error free and that, despite Azul’s commercially reasonable efforts, Azul may not be able to provide answers to or resolve some or all requests for Support Services. Azul makes no promises, guarantees, or assurances of any kind that it will be able to resolve all of Customer’s Support Services requests.

Error Type	TARGET RESPONSE TIME	
	Standard	Platinum or Premium
Priority 1	1 Business Day	1 hour
Priority 2	2 Business Days	4 hours
Priority 3	2 Business Days	1 Business Day
Priority 4	2 Business Days	2 Business Days

7. **PRODUCT LIFECYCLE POLICY.** For Customers who have purchased Support Services, Azul offers support beginning from the Java Major Release Date, divided into two distinct phases: Production Support and Extended Support.

- The Production Support phase includes maintenance updates, Error corrections, and security vulnerability resolutions, and may include feature enhancements. Security vulnerability resolutions will be made to supported Major releases and the latest Minor Release only, while Maintenance updates and Error corrections will be made to supported Major and supported Minor Releases. Minor Releases will be supported a minimum of twelve (12) months from the general availability of the Minor Release.
- The Extended Support phase supports Product releases that have gone beyond the Production Support phase of the product lifecycle. During Extended Support, support is delivered primarily in the form of identifying Workarounds, and Azul may direct Customer to upgrade to a more current Major, Minor, or Maintenance Release of the Product in order to resolve issues. During the Extended Support phase, no Minor or Maintenance Releases are expected to be delivered, the exception being certain security vulnerability resolutions that may, at Azul’s sole discretion, be made available. A Product is deemed end-of-life (EOL) at the end of the Extended Support phase.

Each Major Release for a given Product is designated as Long Term Support (LTS), Medium Term Support (MTS), or Short Term Support (STS) as detailed at https://www.azul.com/support/product_releases/ with the following Production Support and Extended Support periods:

Lifecycle	Production Support (from the Java Major Release Date)	Extended Support (from the end of Production Support)
LTS	8 years	2 years
MTS	1.5 years (from general availability of next LTS release)	1 year
STS	1 year	6 months

8. DESIGNATED SUPPORT CONTACTS Customer may only contact Azul through Customer’s Designated Support Contacts. Customer may designate up to the number of contacts as set forth in the applicable Exhibit A. Azul will provide Support Services to Customers solely by communicating during the hours of coverage with the individual Designated Support Contact(s) appointed by Customer. Customer may change the Designated Support Contacts by notifying Azul in writing.

9. DEFINITIONS.

- “Business Day” means a day during Azul’s Standard Business Hours
- “Business Hour” means an hour during Azul’s Standard Business Hours
- “Documentation” means the official Product documentation made available by Azul with the Product, which may be modified from time to time.
- “Early Access” means a version of the Product containing upcoming Fixes which is not yet subject to general release, which is released by Azul to Customers who have selected a Support Tier which includes Early Access.
- “Error” means a reproducible failure of the Product to substantially conform to the functionality and specifications as described in the Documentation.
- “Fix” means the repair or replacement of object or executable code versions of a Product or Documentation to remedy an Error.
- “Hot Fixes” means a preliminary version of the Product containing upcoming Fixes which is not yet subject to general release or Early Access, which is released by Azul to Customers who have selected a Support Tier which includes Hot Fix access.
- “Java Major Release Date” means the date of formal approval by the Java Community Process Executive Committee of the umbrella Java Specification Request (JSR) for a given major release of Java Standard Edition, as follows: (a) December 11, 2009 for JSR 270 for Java SE 6, (b) July 20, 2011 for JSR 336 for Java SE 7, (c) March 4, 2014 for JSR 337 for Java SE 8, (d) September 21, 2017 for JSR 379 for Java SE 9, etc.
- “Major Release” means a Product release which may deliver significant new features, enhancements to existing features, or performance improvements, as well as Error corrections. Major Releases incorporate all applicable Fixes made in prior Major Releases, Minor Releases, and Maintenance Releases.
- “Minor Release” means a Product release which may deliver new features, enhancements to existing features, or performance improvements, as well as Error corrections. Minor Releases incorporate all applicable Fixes made in prior Minor Releases and Maintenance Releases.
- “Maintenance Release” means a Product release which may deliver Error corrections that are severely affecting a number of customers and cannot wait for the next Major or Minor Release. Maintenance Releases incorporate all applicable Error corrections made in prior Maintenance Releases. Maintenance Releases are released as needed based on customer feedback and outstanding Errors.
- “Standard Business Hours” means between 7:00AM and 7:00PM Pacific Time on Azul’s regular (non-holiday) business days.
- “Ticket” means a formal support case opened by or on behalf of Customer, where each case or trouble ticket documents a unique issue requiring investigation and resolution.
- “Workaround” means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer’s use of a Product.

THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. ALL PRODUCTS AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

