Technical Support & Maintenance Policy

1. Scope

This Technical Support & Maintenance policy will be incorporated into an agreement between LabVantage and Customer. Capitalized terms not defined in this policy will have the meaning set forth in such agreement. For any perpetual license, this policy only applies when Customer purchases a Support and Maintenance Plan.

A. Key Components

1. Technical support, including access to the VantageCare web portal
2. Access to knowledge database articles and whitepapers
3. Software Upgrades, Maintenance Releases and Patches

B. Issues Covered by Technical Support

- A production Software environment is down
- Technical issues with the Software's out-of-the box functionality specified in the Documentation and any modules as licensed to Customer by LabVantage, including:
  - Basic configuration inquiries for tools available in the user interface; and
  - Software not functioning as specified in the Documentation.
- Submission of Software requests
- Best practices and use of LabVantage Software, including:
  - function and features;
  - master data configuration;
  - data entry, approval, and release; and
  - basic reporting.

C. Out-of-Scope Issues

The following issues are outside of the scope of technical support. Customer may contact LabVantage to purchase Professional Services for out-of-scope issues.

- Dedicated support for specific events, such as system go-live or changes;
- Support for third party software products, unless such support is expressly set forth on an Order Form;
- Support for customizations or features not delivered via standard out of the box functionality;
- Procedural logic or programming;
- Dedicated support;
- Performance tuning (application, database, web server, etc.);
- Troubleshooting, modifying, or writing queries, workflows, configurations specific to Customer's use of the Software;
- Troubleshooting or assistance related to Customer-initiated installations, maintenance release or patch installs, upgrades, migrations, or new instances;
- Configuration of single sign-on (SSO) or update of SSL certificates;

- Training of Customer resources via issue submittal; and

Support for Work Product delivered via Professional Services.

2. Technical Support

LabVantage has technical support centers around the world, staffed with experienced Support Analysts who can answer questions related to Software. Customers must report technical support issues via VantageCare at http://vantagecare.labvantage.com/vc. VantageCare is available 24x7 for Customer's technical liaisons to:

- Log and track the status/resolution of the Customer's support issues;

- Access FAQs, software tips, technical information, and product releases;

- Submit recommendations of product enhancements;

- Update the Customer's account information.

Customers can obtain a username and password for VantageCare by contacting Technical Support. Technical support is provided in English.

A. Technical Support Hours

Software application support is provided from Sunday 9:30 PM EST to Friday 8:00 PM EST. Application support includes "How do I…" questions, master data setup and configuration, security setup and other issues that are not related to platform availability support. However, Customer may purchase 24x7 Software application support via an Order Form.

B. Target Response Times

"**Response Time**" means the time between when LabVantage receives the report of an issue and when LabVantage contacts the Customer to confirm that the issue is has been received and work has started.

Priority Level	Applies to	Response Time
Emergency	- A customer's production system is unavailable, a major application failure has occurred, a data integrity issue exists, or business processes are halted; and - there is no work-around available.	1 Business Hour
High	- A critical business process is impaired, causing a serious disruption of a major business function, or a serious impact on daily functions or processing is occurring; and - there is no acceptable workaround.	4 Business Hours
Normal	- Non-critical issues are occurring; or - Customer can access and use the instance, but performance is slow.	24 Business Hours
Low	- An inquiry and/or low system impact issue which does not meet the requirements of higher priority levels; - cosmetic issues on screens; - errors in documentation; or - general requests regarding the use of the Software.	48 Business Hours

C. Responsibilities

Customer will designate a knowledgeable liaison familiar with the Software to communicate with LabVantage technical support staff. When possible, the liaison should gather pertinent information about an issue before contacting technical support.

In addition to the response times set forth above, the following responsibilities apply based on priority level.

Priority Level - Emergency	
LabVantage Responsibility	Participate in a critical incident teleconference if requested by Customer.
Customer Responsibility	Provide a proper description of the reported problem. Provide any screen shots or other documentation as required within one (1) hour of the request. Provide external access to system as required.
Joint Responsibilities	Each party will assign a person to work on the problem, defining a specific action plan and utilizing commercially reasonable efforts resolve the issue. If after applying these efforts a resolution is still not found, the LabVantage designated contact will escalate the issue and obtain additional resources from either LabVantage or the Customer, ensuring the action plan and communication plan are clearly understood by the Customer.
Priority Level - High	
LabVantage Responsibility	Participate in a critical incident teleconference if requested by Customer.
Customer Responsibility	Provide a proper description of the reported problem including any changes to the system or environment. Provide any screen shots or other documentation as required within eight (8) hours of the request.
Priority Level – Medium or Low	
Customer Responsibility	Provide a proper description of the reported problem. Provide any screen shots or other documentation as required.

D. Issue Resolution Process

LabVantage follows this issue resolution process:

- When Customer submits an inquiry through VantageCare, LabVantage will assign an issue number.

- Often an answer to the inquiry or issue may be provided immediately.

- If the inquiry or issue is not resolved immediately, a LabVantage support analyst researches the issue. The support analyst communicates with the Customer throughout this research and updates the Customer with the solution as soon as a solution becomes available.

- If the research does not lead to a resolution or if the problem is believed to be caused by a defect, the support analyst will attempt to reproduce the problem on a similar LabVantage instance. A *defect* is behavior in the Software that produces results or actions which are reproducible by LabVantage and that are inconsistent with the Documentation.

- If the problem cannot be reproduced by LabVantage, the support analyst will review the specifics of the Customer's LabVantage instance including master data, configuration, etc. and use commercially reasonable efforts to determine issue's cause.

- If the resolution requires a change to the Software application code, the LabVantage Escalation Team will decide whether to implement those changes in a future software revision. This team consists of LabVantage representatives from Quality, Product Development, and Technical Support.

- A critical defect that requires a Software code change may be resolved using a maintenance release or patch as appropriate.

3. Knowledgebase Articles and Whitepapers

LabVantage publishes solutions to common problems and technical information about the Software in the form of knowledgebase articles and whitepapers via VantageCare. The knowledgebase articles and whitepapers provide tips and detailed technical recommendations in areas such as implementation best practices, database tuning, web server setup and tuning, single sign-on (SSO), and many other topics.

4. Software Upgrades, Updates, Maintenance Releases and Patches

During the SMP period or SaaS Subscription Period, LabVantage will provide any generally available Software upgrades, updates, maintenance releases or patches and any available related Documentation. These releases may fix defects as well as make minor enhancements to the product. LabVantage reserves the right to charge for major new releases.

LabVantage's level of support for Software versions follows this matrix:

Support Level	Version	Duration of Support Level	New Maintenance Releases/Patches	Technical Support
Active	Current	No less than 12 months	Yes	Yes
Mature	Recent (not latest)	24 months following release of a newer version	Yes	Yes
Extended	Following Mature Support for 24 months	18 months	Patches for priority level Emergency - issues only	Yes
Reduced	Following Extended Support for 18 months	Indefinite	No	Reasonable effort

5. Changes to Support & Maintenance

LabVantage may change this policy at its sole discretion by posting a revised version to VantageCare and https://www.labvantage.com/legal/support. However, any materially degradations of this plan will not take effect until Customer's next renewal.