PANZURA

This Support Addendum ("**Addendum**") is made a part of the Subscription Software and Services Agreement (the "**Agreement**") between Panzura and Customer found at https://panzura.com/legal. All capitalized terms used but not defined herein will have the meanings assigned to them in the Agreement. This Addendum may be updated from time to time by Panzura in its sole discretion provided that such updates will not materially reduce the support or other associated obligations of Panzura.

1. **PANZURA PREMIER SUPPORT**

1.1. **Scope of Premier Support**. Premier Support for use and access of the Software is available to Customers of Panzura that remain current in payment for Software and Premier Support and in compliance with other obligations under the Agreement. Premier Support does not include:

- implementation, configuration, integration, or customization of Software;
- data migration;
- training;
- dedicated technical account management or assigned technical account managers;
- defects or other problems arising from modification of the Software made by any third party other than Panzura or a party acting under the direction of Panzura; or,
- Issues arising with the Software due to Customer's failure to comply with Panzura's Upgrade Policy found at https://panzura.com/legal/software-upgrade-policy.

1.2 **Premier Support Access**. Premier Support is available 24 hours a day, 7 days a week, 365 days per year and may be accessed through Panzura's Service Hub, via email, or at the telephone numbers listed below. Premier Support is only provided in the English language unless otherwise provided in an Order. Panzura's Service Hub allows Customers to create tickets and monitor the status of incidents or support requests.

1.3 **Customer Responsibilities**. Customers are solely responsible for maintaining compatibility requirements of third-party components as provided in the Documentation for the Software located at know.panzura.com.

Panzura's Service Hub: https://service.panzura.com
Telephone: 		*US & Canada*: 1-855-726-9872
			Outside North America: +1-408-457-8504
			United Kingdom: 0808 273 4920
Email: 		support@panzura.com

1.4 **Premier Support Structure.**

Support Engineers
- Support Engineers will troubleshoot all Customer Issues through phone, email and chat.
- Support Engineers will acquire a comprehensive technical understanding of a Customer's Panzura profile in order to address specific support inquiries.
- Support Engineers will identify the underlying issues and provide appropriate solutions.
- In the event a Support Engineer cannot provide the appropriate solution, Subject Matter Experts will be engaged.

Subject Matter Experts
- Subject Matter Experts provide technical support to Support Engineers and will assist on all support issues that cannot be resolved by Support Engineers.
- Subject Matter Experts are trained to handle more complex matters that may require longer resolution times and more specific analysis into the underlying issue.

Support Escalation
- Panzura's assigned engineering and development resources will receive unresolved support tickets for resolution as determined by Panzura's Subject Matter Expert.
- These additional Panzura resources will work with the Panzura Subject Matter Expert and Support Engineers to resolve Issues related directly to product development.
- Issues may require involvement of other teams or departments within Panzura, and Customer will be notified accordingly.
- Support escalation is only available 8:00 AM– 6:00 PM CST (Central Standard Time) in the US.

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1.5 **Software Issues.**

Definitions. "Issue" means a defect, vulnerability, error, or other event attributable to Panzura that may affect the availability, functionality, or operability of the Software. The descriptions of Issue severity in the table below will apply to Customer's use of the Software.

Issue Response, Report Back, Remediation, and Resolution Time Objectives. Panzura will provide the following Issue response, report back, remediation, and resolution time objectives for Customers regarding P1-P4 Issues as provided in the table below.

Issue Name	Issue Type	Issue Description	Issue Response	Issue Report Back	Issue Remediation	Issue Resolution Time Objectives
Critical	P1	Issue within the Software that causes a customer system to be down or poses and immediate and critical functional or operational risk causing severely degraded performance or a significant impact on business operations	Within 30 minutes	Every 2 hours with a status update including current steps, next steps, and an estimated time to resolution	Immediately via a hotfix that targets all Software	Best effort to resolve in 24 hours
High	P2	Issue within the Software that is likely to pose an immediate functional or operational risk to a Customer system that would cause intermittent failures and inconsistent business operations.	Within 1 hour	Every 24 hours with a status update including current steps, next steps, and an estimated time to resolution	As soon as possible via a cumulative update for the software	Best effort to resolve in 72 hours
Medium	P3	Issue with the Software that is likely to pose a functional or operational risk to a Customer system under limited circumstances but does not introduce system wide risks or prevent normal business operations.	Within 4 business hours	N/A	Placed into the backlog and remediated in the next appropriate release of the software.	Best effort to resolve in the next release of Software
Low	P4	Issue with the Software that has a low impact and is highly unlikely to pose a functional or operational risk and does not affect normal business operations, include non-technical questions and enhancement requests.	Within 12 business hours	N/A	In Panzura's sole discretion if such Issue is remediated for the software	No stated resolution time objective

1.6 **Software Monitoring and Response**. Panzura will monitor the status and any events on Panzura network devices, including network availability and backup success. In addition, Panzura will monitor database sizing and job loads and provide suggestions to Customer to achieve optimal performance metrics.

1.7 **Operational File Recovery Assistance**. Panzura Premier Support will include assistance to Customers in normal operational recovery due to Customer Data manipulation (e.g., renames, deletes, moves). Recovery of these Customer files will be limited to the audit data and snapshots available at the specific time prior to the incident to restore any Customer Data. Panzura will also assist in recovering Customer files due to Software malfunctions and will prioritize identifying the root cause of these malfunctions and assessing the extent of missing Customer Data. Large scale recovery from a bad actor event is not included with Premier Support unless the Customer has purchased Panzura's Detect & Rescue Software and associated support. In the absence of Panzura's Detect & Rescue Software and associated support, Customer may elect a scoped Services engagement with a Statement of Work for any large scale recovery activities.

2. **SOFTWARE UPGRADES AND UPDATES**

Panzura's Upgrade Policy. Panzura will provide upgrades of the Software to Customers at no additional fee during the term of the

Agreement. Panzura determines whether and when to develop, release, and apply any upgrade of the Software. Panzura will use reasonable efforts to give Customers 30 days' prior notice of any available upgrades to the Software. For additional information, see Panzura's Software Upgrade Policy at https://panzura.com/legal/software-upgrade-policy.

3. **ADDITIONAL SUPPORT & SERVICES**

Panzura Detect & Rescue Support. With the purchase of Panzura's Detect & Rescue Software and the associated support, Customers gain access to managed event recovery resources within Panzura to quickly assess and recover any affected Customer files quickly from Panzura immutable snapshots. This provides broad coverage above and beyond operational recovery as provided above in **Section 1.7** to provide Customer with Panzura's best efforts to restore Customer Data back to a state prior to the event. For additional information on Panzura's Detect & Rescue Software, Customers may reach out to their Panzura Account Manager or email support@panzura.com.

Additional Services. Customer may purchase additional Services as provided in a Statement of Work, including, but not limited to dedicated technical account management, Customer Data migration, Customer Data recovery, node cache scanning, node rebuilding, node reconciliation, upload and migration of missing data, snapshot and file systems repairs, business continuity testing, and additional capacity. Customers may reach out to their Panzura account manager directly for additional information on these Services or email support@panzura.com.