

Support & Maintenance

This Support & Maintenance shall govern the Software Support Services set forth herein for the Verge.io Software provided (1) an executed Sales Order is in place between Verge.io and Customer and (2) the Sales Order indicates these Support & Maintenance terms govern Software Support Services.

Undefined capitalized terms herein shall have the meaning of capitalized terms in the General Terms & Conditions.

1. **Support Request.** Customer may submit a Support Request for Software Support Services by phone (the phone number is shown at www.verge.io/support) or by sending an email to support@verge.io. Business Hours for Software Support Services are 9:00 am – 6:00 pm ET, Monday through Friday excluding U.S. holidays. A Support Request shall indicate the level of Severity, S1 through S4, referenced in the table below. Software Support Services for S1 (Critical Issue) and S2 (Major Issue) is available twenty-four (24) hours a day and seven (7) days a week.
2. **Updates, Upgrades & Rectifying Errors.** Software Support Services also include Software Updates and Upgrades when made available by Verge.io. Verge.io has no obligation to develop Updates and Upgrades and does not warranty or guarantee Updates and Upgrades will be compatible with Customer Systems. Verge.io will undertake commercially reasonable efforts to rectify errors reported by Customer and confirmed by Verge.io in accordance with the Severity assigned to the error by Verge.io and in its reasonable discretion.
3. **Severity & Timeframes.** Verge.io shall use commercially reasonable efforts to achieve the timeframes in the table below to address the Issue (or Feature Request). Achieving the timeframes is dependent on timely Customer assistance and access, including Customer's cooperation to fulfill applicable Customer Responsibilities, and commences when Verge.io receives the Support Request. If a Support Request is received after business hours, it will be deemed received at 9:00 am the subsequent business day.

Severity	Characteristics	Confirm	Start	Updates
S1 Critical Issue	Critical issue or defect causing total software failure, severe memory leaks, unrecoverable data loss, or software is unavailable.	1 hour	2 hours	2 hours
S2 Major Issue	Severely impaired functionality/performance or a single component is not functioning &, thus, unusable.	1 hour	1 day	2 hours
S3 Minor Issue	Failure of non-critical aspects of the system & a temporary workaround is available.	next business day	5 business days	upon request
S4 Trivial Issue or Feature Request	Defect of a minor significance, cosmetic issue, or impairment is slight & a temporary workaround is available.	next business day	5 business days	upon request

4. **Additional Support & Maintenance Terms.** Verge.io reserves the right to charge Customer for technical personnel time at an hourly rate of two hundred fifty dollars (\$250) plus travel time and out-of-pocket Expenses, if any. Circumstances that justify charging Customer for technical personnel time include, but are not limited to: addressing defects not attributable to the Verge.io Software; addressing modifications by Customer to Software components; addressing issues originating from Customer's failure to properly download, install, or configure the Verge.io Software; or Customer requests assistance resolving issues unrelated to Verge.io Software such as issues pertaining to Customer's Systems or third-party software and hardware, even if provided by Verge.io to Customer. Verge.io will determine, in its sole discretion, whether circumstances warrant charging Customer technical personnel time addressing issues that do not constitute a Critical, Major, Minor, or Trivial Issue or Feature Request.