

HANDSONTABLE
MAINTENANCE AND SUPPORT POLICY

VERSION 1.0 OF MAY 2, 2022

1. Introduction

- 1.1. This HANDSONTABLE Maintenance and Support Policy (this „Support Policy”) is incorporated into and forms part of the license agreement between Customer and HANDSONCODE with respect to Customer’s use of the Software (“License Agreement”). This Support Policy describes HANDSONCODE’s support policies applicable to the Software. This Support Policy binds HANDSONCODE and Customer (collectively, the “Parties”) subject to, and as of, the renewal of the License Agreement, if such renewal takes place during the currency of this Support Policy.
- 1.2. In the event of any inconsistency between the terms of this Support Policy and the License Agreement, the inconsistency will be resolved by giving precedence in the following order: (i) first, this Support Policy, and (ii) second, the License Agreement.

2. Definitions

- The following capitalized terms will have the following meanings whenever used in this Support Policy:
- 2.1. “HANDSONCODE” – Support provider operating under that business name, duly incorporated under Polish law (address: Aleja Zwycięstwa 96-98, 81-451 Gdynia, Poland; registration: District Court Gdańsk-Północ in Gdansk, company no.: 538651; tax ID no.: PL 5862294002; share capital: PLN 62,800.00).
 - 2.2. “Customer” – entity licensed by HANDSONCODE to commercially use the Software, and a recipient and beneficiary of Support.
 - 2.3. “Software” – JAVASCRIPT/HTML5 data grid component, commercially referred to as HANDSONTABLE, and its dependencies as recognized, endorsed, or authorized by HANDSONCODE, if any.
 - 2.4. “Support” – technical support services, including: (i) maintenance, (ii) access to new versions of the Software, (iii) and customer care services, set forth in Schedule A to this Support Policy.
 - 2.5. “Support Plan” – pre-configured set of Support, coming in one or more types, and titled accordingly.
 - 2.6. “Support Period” – period of 12 months of the renewal of the License Agreement, throughout which Support is provided to Customer subject to this Support Policy.
 - 2.7. “Built-in Functionality” – set of features available in the Software, set forth in the Documentation.
 - 2.8. “Documentation” – documentation concerning the Software, officially executed, published, and referenced by HANDSONCODE, including technical specification of the Software.
 - 2.9. “Issue” – reproducible failure of the Software to perform substantially in conformity with the Documentation or a question or request for advice concerning the Software.
 - 2.10. “Response” – acknowledgment of Customer’s Support request by HANDSONCODE by means of established communication channels.

3. Scope of support

- 3.1. HANDSONCODE will provide Support to Customer: (i) in accordance with an applicable Support Plan, in English; (ii) for a given version of the Software throughout twelve (12) or twenty-four (24) months of its release, depending on the Support Plan in place; and (iii) within the Built-in Functionality and any such environments, including web browsers, as specified in the Documentation. HANDSONCODE will use reasonable skill, care, and diligence to address Issues submitted by Customer in its Support requests.
- 3.2. HANDSONCODE will update the Software in the form of patch, minor, or major releases, at such times and with such regularity as determined by HANDSONCODE at its own discretion.
- 3.3. HANDSONCODE may provide Customer certain marketing and educational content, including tutorials, insights, and good practices, related to the Software or its other business activities, at Customer’s email addresses indicated in or in connection with the License Agreement, until Customer chooses to opt out of such newsletter offering.
- 3.4. HANDSONCODE will annually provide Customer a new license key, valid through twelve (12) months of its provision.

4. Support interface

- 4.1. Business hours. HANDSONCODE will provide Support from 7:30 a.m. until 5:00 p.m., Central European Time, Monday through Friday, excluding public holidays in Poland.
- 4.2. Communication channels. HANDSONCODE will provide Support subject to Customer's use of appropriate communication channels, involving: (i) first, support@handsontable.com email address; (ii) second, dedicated contact forms published on <https://handsontable.com>; and (iii) third, direct phone calls and teleconferences. Under the top-level Support Plan (titled, "Enterprise"), HANDSONCODE will make use of such other communication channels as indicated by Customer so long as they are readily available, compatible with MAC and WINDOWS platforms, secure, and free of charge for HANDSONCODE.
- 4.3. Recording policy. Only upon Customer's consent, may HANDSONCODE record Support calls to: (i) help identify Customer needs; (ii) help improve HANDSONCODE performance; (iii) facilitate quality control and assurance; (iv) help protect HANDSONCODE from and act on abusive or nuisance calls. HANDSONCODE will store call recordings electronically.

5. Service level agreement

- 5.1. Response times. HANDSONCODE will provide a Response within such timeframe as appropriate under an applicable Support Plan. Response times are calculated based on HANDSONCODE's business hours, as indicated in Section 4.1 of this Support Policy. As a matter of exception, Issues having a critical impact on Customer's business, with severe degradation of Software performance or functionality in a production environment, will be acknowledged also outside HANDSONCODE business hours if Customer, both, (i) notifies such Issue at critical@handsontable.com and (ii) is covered by the top-level Support Plan.
- 5.2. Severity levels. HANDSONCODE may downgrade the severity level assigned to the Issue by Customer if: (i) the assignment is inconsistent with relevant definitions set forth in Schedule A; (ii) in HANDSONCODE good judgment, the Issue does not require immediate attention; (iii) Customer provides HANDSONCODE incomplete or inadequate information about the Issue; or (iv) Customer agrees to such downgrade as recommended by HANDSONCODE on initial analysis of the Issue.
- 5.3. Support plans. An upgrade from one Support Plan to another is possible at any time during an active Support Period provided HANDSONCODE continues to make such levels of Support generally available for purchase. Any Support Plan upgrades and all access to Support will be bound to the term of the then-active Support Period. As a matter of principle, Customer may not downgrade its Support Plan during the Support Period, and HANDSONCODE provides no automated mechanism available to Customer by which to downgrade.

6. Customer obligations

- 6.1. Without limitation, Customer will use its best efforts to: (i) promptly notify HANDSONCODE of any failures of the Software to perform substantially in conformity with the Documentation, by means of established communication channels; (ii) maintain the Software up to date; (iii) undertake remedial corrective actions as instructed by HANDSONCODE; and (iv) comply with all applicable laws and regulations.
- 6.2. Customer will promptly address HANDSONCODE queries concerning the Issue and, if possible, provide HANDSONCODE with diagnostic data such as, without limitation, the console log, step-by-step reproduction scenarios, screenshots, and environment identification data. If the Issue or Support involves access to Customer's application, Customer will ensure that HANDSONCODE is not exposed to any production data, personal data, or trade secrets otherwise processed in such application.
- 6.3. Customer will promptly notify HANDSONCODE of any circumstances that may affect Customer's use of Support or applicability of Support Plans, including any changes in the number of developers or other material metrics.

7. Limitations

- 7.1. HANDSONCODE has no obligation to provide any Support: (i) for anything other than the Software; (ii) if Customer or a third party has altered or modified any portion of the Software; (iii) if Customer has not

used the Software in accordance with the Documentation or instructions provided by HANDSONCODE; (iv) if Customer can resolve the Issue themselves by updating the Software to its newer version; or (v) for not released versions of the Software. In no event will HANDSONCODE provide any Support to end users of Customer’s offering, whether integrated with the Software or not.

- 7.2. Consulting work, custom development, and related services fall beyond the scope of Support and may only be provided under terms and conditions to be additionally agreed upon between HANDSONCODE and Customer. Insofar as Support involves any development work, all rights in, title to, and ownership of such work products, including code, know-how, and other intellectual property, will vest exclusively in HANDSONCODE, subject to any such Software license as expressly granted to Customer by HANDSONCODE. HANDSONCODE has no obligation to include the development work products in the official version of the Software.
- 7.3. If Customer’s use of Support is, in HANDSONCODE good judgment, excessive, then – upon prior notification to Customer – HANDSONCODE may limit or terminate Customer’s access to Support available under the applicable Support Plan.

8. Specific references

- 8.1. Fees. In exchange for Support, Customer will pay HANDSONCODE such fees as determined or agreed to by HANDSONCODE. For the avoidance of doubt, appropriate provisions of the License Agreement supplement, apply, and govern payment of Support fees. Notwithstanding, Support fees are payable upfront, for the entire Support Period, and non-refundable, unless expressly agreed upon otherwise.
- 8.2. Term and termination. HANDSONCODE will provide Support throughout the Support Period, subject to Customer’s compliance with this Support Policy, the License Agreement, and applicable laws.
- 8.3. Amendments. HANDSONCODE may amend this Support Policy at its discretion, effective thirty (30) days of notification thereof to Customer. If Customer objects to amendments to this Support Policy, it may – within thirty (30) days of said notification – terminate the License Agreement, however only in the part relating to Support; HANDSONCODE will refund an unused portion of fees paid for Support within thirty (30) days of receipt of termination notice from Customer.

9. Limitation of liability

- 9.1. EXCEPT AS OTHERWISE PROVIDED IN THE LICENSE AGREEMENT, HANDSONCODE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, OR PROFIT, ARISING IN CONTRACT, WARRANTY OR IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2. EXCEPT AS OTHERWISE PROVIDED IN THE LICENSE AGREEMENT, HANDSONCODE LIABILITY TO CUSTOMER FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE LICENSE AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER FOR THE SERVICES PROVIDED UNDER THE LICENSE AGREEMENT OVER THE YEAR PRECEDING THE DAMAGE DONE.

SCHEDULE A

SERVICE LEVELS

Severity level	Issue explained	Response time
Severity A	The Issue has a critical impact on Customer’s business, with severe degradation of performance or functionality in a production environment.	8 hours (24 hours a day, 365 days a year)
Severity B	The Issue has a moderate impact on Customer’s business in a production environment. Critical functionality can be continued with a temporary workaround.	12 hours, within business hours

Severity C	The Issue is a question, or a request for advice, and has minimum or no impact on Customer's business in the development, testing, or production environment.	36 hours, within business hours
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SCOPE OF SUPPORT

	Type of Support Plan		
	Standard	Priority	Enterprise
Customer care			
Limit of Support requests per month	2	5	Unlimited
Service level: Severity A	X	X	✓
Service level: Severity B	X	✓	✓
Service level: Severity C	✓	✓	✓
Dedicated account manager	X	X	✓
Dedicated technical consultant	X	X	Available for an additional fee.
Communication channels	Email	Email, Zoom, Google Meet	Email, Zoom, Phone, Google Meet, dedicated Slack channel, and Customer's own channels.
Support for Software versions older than 12 months	X	X	✓ (but not older than 24 months)
Guidance for effective implementation	✓	✓	✓
Creating API-based code snippets	✓	✓	✓
Review of the source code integrating Software with your application	X	✓ Up to 2 hours per year	✓ Up to 5 hours per year
Screen-sharing sessions for real-time collaboration	X	✓	✓
Performance review to make suggestions for improvement	X	X	✓
30-minute kickoff call	X	X	✓
30-minute new release webinar on demand	X	X	✓
Security and monitoring			
Critical security patches for Software and its dependencies	✓	✓	✓

Pre-release access to security patches	X	X	✓
Access to third-party security reports	X	X	✓
Source code escrow	X	X	Available for an additional fee.
Contractual relationship			
Extended assistance with providing regulatory information regarding security, vendor risk, and compliance	X	X	✓
Customized contract terms	X	X	Available for an additional fee.