CODENVY SUPPORT SERVICES POLICY

1. Definitions

1.1 "**Agreement**" means the software license agreement governing Customer's use of the Services.

1.2 "**Error**" means either (a) a failure of the software to substantially conform to the specifications set forth in the Documentation, resulting in the inability to use, or restriction in the use of, the software, and/or (b) a problem requiring new procedures, clarifications, or additional information.

1.3 "**Fix**" means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on the Customer.

1.4 "**Support Policy**" means the policies and procedures as set forth herein.

1.5 "**Support Services**" means the support services provided for under this Support Policy.

1.6 "**Target Response Time**" is defined as time elapsed between a Customer reporting a support issue via electronic correspondence and a Codenvy Technical Support Engineer acknowledging the receipt and beginning the resolution process.

1.7 "**Target Resolution Time**" means the targeted time within which Codenvy's support team will use commercially reasonable efforts to attempt to resolve the support incident, either with a Workaround or a final resolution.

1.8 "**Workaround**" is a temporary solution for a support incident until a more permanent resolution is arrived at.

1.9 "**Patch**" is a means to distribute a Workaround or an update to the software.

1.10 "**Update**" means a Patch or Fix for a specific version of the Software.

1.11 "**Upgrade**" means a revision to the Software released by Codenvy to its Customers generally, during the Support Services Term, to add new and different functions or to increase the capacity of the Software, as designated by Codenvy, as appropriate. Upgrade does not include the release of a new product or added features for which there may be a separate charge.

2. Severity Levels of Support Incidents

A Customer shall reasonably determine the severity level of Errors, pursuant to the following protocols:

Impact on Production Environment	
Catastrophic (Severity 1 Incident)	• All or a substantial portion of the Customer's mission critical data is at a significant risk of loss or corruption. • The Customer has had a substantial loss of service. • The Customer's business operations have been severely disrupted. • Client resources should be available and willing to work on a 24x7 basis with Codenvy to resolve the issue.

Urgent (Severity 2 Incident)	• Operations can continue in a restricted fashion, although Customer's long-term productivity might be adversely affected. • A major milestone is at risk. Ongoing and incremental installations are affected. • A temporary Workaround is available
Serious (Severity 3 Incident)	• Impaired operations of some components, but allows the user to continue using the software. • Initial installation milestones are at minimal risk.
Minor (Severity 4 Incident)	• General usage questions. • Recommendation for a future product enhancement or modification. • Documentation errors.

Severity levels are not relevant to Development Support requests.

3. Support Levels

Codenvy provides 24x7x365 Support Services as follows:

Number of support incidents	Unlimited
Hours of coverage	24 x 7 x 365
Target Response Times	Catastrophic　　　　(Severity Level 1)　　　　- 4 hrs Urgent　　　　　　　(Severity Level 2)　　　　- 24 hrs Serious　　　　　　　(Severity Level 3)　　　　- 72 hrs Trivial　　　　　　　(Severity Level 4)　　　　- 72 hrs
Target Resolution Times*	Catastrophic　(Severity Level 1)　- 24 hrs Urgent　　　　(Severity Level 2)　- 72 hrs Serious　　　　(Severity Level 3)　- Commercially reasonable efforts to include in the next update Minor　　　　(Severity Level 4)　- Commercially reasonable efforts to include in a future update
Incident submission	Via Codenvy online support interfaces
Patches/Bug Fixes	Included.
Inquiry content	Relevant to the Codenvy Services licensed, and subject to the exclusions enumerated in this policy.

*For the avoidance of doubt, Codenvy will not be deemed to be in breach of the Agreement or its obligations under this Support Policy for failure to meet a Target Resolution Time, but will be obligated to continue to use commercially reasonable efforts to resolve a support incident after the expiration of the Target Resolution Time if a support incident has not been resolved within such Target Resolution Time.

4. Updates

Codenvy provides Updates designed to solve or by-pass security vulnerabilities and critical Errors for the Software.

Codenvy provides the following types of Updates to Customer: (a) updates for security alerts provided by the respective provider or community for a particular Software component, whose criticality meets or exceeds the minimum security risk level as determined by Codenvy; and (b) updates for issues identified by a Customer that has critical security vulnerability and/or severity 1 impact on Customer and has no known Workaround;

If Codenvy determines that an Update is required in order to remedy an error in one or more Software components, Codenvy will act as follows: (a) identify the relevant Update that is committed into the Software component's source code repository and is made available by its respective provider or community; (b) certify the Update; (c) provide the Update to Customer; and (d) if an Update is not available for a specific error, Codenvy may at its sole discretion decide to develop an Update or work with the provider or development community for a Software component to attempt to develop an Update. If Codenvy develops an Update for a Software component, Codenvy will provide the Update to the provider or development community for the Software component, who will make a determination if the Update will be committed into the Software component's source code tree.

5. Creating and Managing Support Incidents. When the customer runs into a production issue, they will raise the issue with Codenvy by visiting the Codenvy online support portal. Such an issue is called an "incident." Sufficient information must be provided to replicate or otherwise understand the issue in order for the Codenvy support team to be able to respond appropriately. Specific guidelines on how to raise issues is posted on the support portal. Codenvy's support team will respond within the stipulated response times depending on the severity level of the incident. If the incident is misclassified with respect to severity level, the support team, in consultation and agreement with the customer, will reclassify the incident. Codenvy's support team will engage with the customer to resolve the incident to the customer's satisfaction in the shortest possible time within the stipulated time limits for resolution. The resolution may either be a Workaround so that the customer can work around the immediate problem or a final resolution where the problem is permanently solved by perhaps issuing a new patch against the released software. If a patch needs to be issued, then the fix will also be submitted to the main development trunk of the projects (if applicable) so that the same issue will not affect future versions of the software. For Severity Level 4 issues, while there is no Target Resolution Time, and Codenvy will make commercially reasonable efforts to resolve it in the next Upgrade.

6. Escalation procedures. In the event that a resolution is not reached within the target resolution time, taking customer response dependencies into account, the incident will enter an escalated state, wherein, (a) the status of the incident will be escalated to the Codenvy executive team, and (b) an incident "war team" comprised of Codenvy support engineer(s), Codenvy executive(s), and customer representative(s) will be convened and a response plan will be established, including technical assessment, mitigation strategy evaluation, resource allocations, and status update frequency.

7. Conditions for Providing Support Services. Codenvy's obligation to provide Support Services is conditioned upon all of the following: (a) Customer has a valid current Agreement with Codenvy for every Codenvy Product runtime in production; (b) Customer is not in breach of or has exceeded limits defined in the Agreement with Codenvy; (c) Customer uses components in the Software as per Codenvy documented usage; (d) Customer provides Codenvy with sufficient information and resources to correct the Error, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; (e) Customer promptly installs all Updates according to Codenvy instructions; (f) Customer makes reasonable efforts to correct an Error after consulting with Codenvy; (g) Customer procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software; (h) Customer uses unmodified binaries (binaries such as jar files, war files, .a files,

.dll files, and .so files downloaded from Codenvy) and scripts from Codenvy; and (i) Customer reports the request in accordance with the procedures outlined in this Support Policy.

8. Exclusions from Support Services. Codenvy is not obligated to provide Support Services in any of the following situations: (a) the Software or its components have been changed, modified, unpackaged or damaged; (b) Customer is using an unsupported configuration of the Software; (c) the Error is caused by Customer's negligence, hardware malfunction or other causes beyond the reasonable control of Codenvy; (d) the Error is caused by third party software not provided by Codenvy; (e) Customer has not installed and implemented Updates supplied by Codenvy to bring Software to a version supported by Codenvy; (f) the Error is caused by a component that is either not bundled in the Software or is used outside the expected usage within the bundle supported by Codenvy; (g) Customer has deployed the Software on an uncertified operating system or a virtual machine/interpreter (including Service Pack or Update #); (h) Customer has deployed the Software on a certified version of an operating system or a virtual machine/interpreter and has altered, deleted, or added utilities/libraries shipped by the operating system or virtual machine/interpreter vendor; (i) Customer has not paid any and all fees to Codenvy when due; (j) the Error represents a request for a new feature; (k) the error is actually a request for Professional Services, such as programming tips and guidelines, architecture and design choices, performance tuning, optimization and application migration; or (l) where Services require travel by Codenvy personnel.

9. Changes to or Discontinuance of Support Services. Subject to the terms of the Agreement entered into between the Customer and Codenvy, Codenvy reserves the right to modify the Support Services at any time and for any reason. It may become necessary as a part of Codenvy's product life cycle to discontinue released versions of Software and their related programs including Services. Such discontinuance notices will contain dates when Services will be discontinued as well as contain information about relevant migration paths for certain features and releases.

This Support Services Policy is subject to local laws and local business practices in individual countries around the world and, as such, may be modified by Codenvy, in its sole discretion, in order for Codenvy to meet the business and legal requirements in such countries.