

HOSTED WEBSITE AND MOBILE APPLICATION TESTING PLATFORM TECHNICAL SUPPORT AND MAINTENANCE TERMS AND CONDITIONS FOR BASIC, PRO, AND ENTERPRISE TESTING CLOUD OFFERINGS

1 TERMS & DEFINITIONS

Terms used in these Technical Support and Maintenance Terms and Conditions (the “Terms and Conditions”) are explained in the following table:

TERM	DEFINITION
Availability	The Services are operational and allows access to the Hardware.
Customer	Third party who has purchased a subscription to use and access the Services.
Emergency Maintenance	Refers to an emergency need to perform Maintenance and shall exercise reasonable effort to notify Customer in advance.
End of Life	Refers to any Software release or Third Party Product release that is declared as no longer supported by Perfecto or such Third Party Product publisher or manufacturer.
Hardware	The cradle(s) used to test the Customer’s applications that are incorporated into the Services platform. Unless otherwise agreed upon between the parties, the Hardware will be located within a Perfecto datacenter.
Maintenance	Refers to the modification of the Software and Hardware in order to deliver new features, correct failures, improve performance, or other attributes.
Maintenance Notification	Refers to the process of Perfecto informing Customer about a future Maintenance activity, and details the work, its timing, and impact on the service.
Outage	Refers to the period of time between the commencement of the Problem either Customer notification or Perfecto detects that there is no Availability and ending when Perfecto has notified Customer that Availability has been restored. Outages shall not include any time that is due to: <ul style="list-style-type: none"> (a) Scheduled Downtime. (b) A failure or fault of Customer’s systems or of any system not under the reasonable control of Perfecto or its contractors. (c) A Force Majeure Event. (d) Customer’s failing to operate the Services in accordance with the Terms and Conditions.
Perfecto	Refers to Perfecto Mobile Inc., a Delaware corporation, and Perfecto Mobile Ltd., a corporation incorporated under the laws of Israel, both of which are wholly owned subsidiaries of Perforce Software, Inc., a Delaware corporation.
Problem	Refers to a disruption of the Services. To prevent misunderstanding, issues disclosed in the product release notes and published product limitations are excluded from the “Problems” category.
Problem Resolution	Refers to changes to the service or procedures that either fix or serve as Workaround for a Problem.

TERM	DEFINITION
Release	Refers to a version, either full or a hot-fix, of the Software or any other Third Party Product that is used in its backend system.
Response Time	Refers to the time that elapsed between Perfecto receiving the incident notification and the initial response to Customer by a member of Support.
Resolution Time	<p>Refers to the time elapsed from the commencement of the Problem until either a Problem Resolution of the incident or the implementation of a Workaround that reduces the incidence level and is acceptable by Customer.</p> <p>Please note that in rare situations, Perfecto requires physical access to Hardware in order to resolve an issue or to properly service a request. In these situations, the Resolution Time is dependent on the Availability of a Perfecto engineer or a Partner of Perfecto's engineer who are co-located with the physical Hardware.</p>
Security Patch	Refers to any software fix released by either Perfecto or any relevant Third Party Product that aims to solve security vulnerabilities.
Services	Refers to Perfecto's hosted platform made available to its Customers for the testing of Customer's websites and/or mobile applications using the Hardware.
Service Restoral	Refers to the restoration of a service that was disrupted during a Problem. Service Restoral may be either a Problem Resolution or a Workaround.
Severity	Refers to an agreed classification of a Problem or request in terms of business impact. See Section 2.2 .
Software	Refers to the software products in object code form used in providing the Services, but excluding any Embedded Software, licensed by Perfecto to Customer.
Support	<p>Refers to the Perfecto Customer experience team. This group is responsible for the technical communications with the Customer. They focus on two areas:</p> <ol style="list-style-type: none"> 1) Working with the Customer to resolve issues; and 2) Working with Perfecto's support engineers located at Perfecto's datacenters to address the physical needs of the Customer.
Support Hours	Daily hours of business that the Support Team is available for assistance described herein. Customers can contact the Support Team 24 hours a day/ 7 days a week. Maintenance is handled out of Perfecto's US and other globally located offices.
Third Party Products	Any non-Perfecto-branded products and services (including mobile devices, and any Embedded Software included therewith).
Workaround	Refers to a temporary bypass, patch, or solution for a problem that restores the functionality of a disrupted service.

2 **SUPPORT & MAINTENANCE**

2.1 **Support and Maintenance Definitions**

2.1.1 Malfunctions - Response and Resolution

SEVERITY	RESPONSE TIME	RESOLUTION TIME
Blocker	30 min	2 hours
Severity Level 1 – Critical	30 min	8 Hours

SEVERITY	RESPONSE TIME	RESOLUTION TIME
Severity Level 2 – Major	4 Hours	2 Business Days
Severity Level 3 – Minor	8 Hours	5 Business Days

2.1.2 Production Defects- Response and Resolution

SEVERITY	RESPONSE TIME	RESOLUTION
Blocker	30 min	Hot Fix (patch)
Severity Level 1 – Critical	30 min	Future Release
Severity Level 2 – Major	4 Hours	Future Release
Severity Level 3 – Minor	8 Hours	Future Release

2.1.3 Enhancement/Information Request - Response and Resolution

TYPE	DEFINITION	RESPONSE TIME	RESOLUTION TIME
Enhancement	New Feature / Improvement	1 business day	Future release
Information Request	Questions, General Guidance, Configuration Inquiries	8 Hours	7 Days

2.2 Severity Level Definitions

SEVERITY	DEFINITION	EXAMPLES	RESOLUTION (ONE OR FEW)
Blocker	Causing downtime or preventing the complete system from functioning	Subscription Service is unavailable; more than 80% of Hardware is unavailable	Subscription Service availability is restored
Severity Level 1 –Critical	Causes downtime of significant functionality or significantly affects the major portion of the system's capacity.	60% of available Hardware is inoperative; 60% of Test Suite inoperative	Satisfactory workaround is provided; patch is provided; fix incorporated into future release
Severity Level 2 – Major	Effects non-critical functionality or causes downtime of a non-critical part of the system capacity	One piece of Hardware is down; Browsing in one piece of Hardware is not functioning	Satisfactory workaround is provided; patch is provided; fix incorporated into future release
Severity Level 3 – Minor	Minor problem that does not impact the service	Report starting time is incorrect	A solution is provided; fix incorporated into future release
Enhancement/ Information Request (Minor)	Questions, General Guidance, Support Inquiries	How to configure testing tool; OS Support Inquiry	Answer to question is provided; feature incorporated into future release; Help page documentation update

2.3 Support

- 2.3.1 Customer may contact the Support Team by opening a support ticket via the following methods:
 - 2.3.1.1 The [Customer Support Portal](#). This is the preferred option that allows the Customer to have visibility over all of the Customer's submitted support tickets.
 - 2.3.1.2 The support portal [new case form](#).
 - 2.3.1.3 The help and contact support links in the Perfecto web application.
- 2.3.2 The Services support portal will automatically assign a case number to any Customer request upon receipt. Customer must quote the assigned case number in all related communications thereafter.
- 2.3.3 The Services may supply Maintenance by certified Perfecto engineers or certified Perfecto partners following Perfecto's best practices and security guidelines. Perfecto will remain fully responsible for the delivery of Maintenance to Customer.
- 2.3.4 Perfecto shall respond and act upon any Customer request or reported Problem in accordance with its Severity as described in [Section 2.1](#) above.
- 2.3.5 Additional information related to interacting with Support, documentation, training and self-help are available in the [Perfecto Customer Handbook](#).

2.4 Mobile Devices Support

- 2.4.1 The Support Team shall act upon Customer's request for provisioning mobile devices based on origin:
 - 2.4.1.1 In case the mobile devices are to be supplied by Perfecto, a lead time of 10 business days from request will be applied for the mobile devices to be available in the Perfecto datacenters, assuming the mobile devices are:
 - 2.4.1.1.1 Readily available in the marketplace within the same region of the hosting site; and
 - 2.4.1.1.2 Where applicable, available to operate with one of Customer's active "cellular contracts" (*i.e.*, not SIM-lock to specific carrier which is not available inside the mobile devices pool).
 - 2.4.1.2 In case the mobile devices are to be purchased by other means, requires special shipment costs, taxes, etc., then those costs will be charged to Customer.
 - 2.4.1.3 In case the mobile devices are to be supplied by Customer, a lead time of 3 business days from mobile devices' arrival at the site will apply for the mobile devices to be available in Perfecto's datacenters. Perfecto reserves the right not to connect provided mobile devices due to physical or any other limitation it may find.
 - 2.4.1.4 In the event that a device is damaged, Perfecto will determine if the device is under the manufacturer's warranty, at which no costs will be incurred by Customer if the device needs to be replaced. If the device is not under the manufacturer's warranty, then the Customer will incur the reasonable costs for repair or replacement.
- Note:** The above applies only to mobile devices of the supported platforms, as listed on [Supported Devices](#), as well as [Supported Platforms](#) including Test Frameworks. For unsupported platforms, Perfecto shall be under no obligation to provide these templates and such requests will be considered explicitly.
- 2.4.2 To the extent that the Customer has purchased more mobile devices than the Customer has cradle access, Customer is entitled to request the connection of disconnected mobile devices to the Services. In such case, the disconnected mobile devices will be accessible via the Services within one (1) business day from request.

2.5 Maintenance

- 2.5.1 Perfecto shall periodically publish new releases as well carry out Maintenance of the system infrastructure in order to roll out new features and improve stability and security. Planned Maintenance notifications shall be posted on the [Status Page](#) at least five (5) business days before the start date. The Customer may subscribe to these notifications. Perfecto may also email Maintenance notifications to the Customer but is not obligated to do so
- 2.5.2 Perfecto may, at its sole discretion, determine the need for Emergency Maintenance and shall make reasonable efforts to notify the Customer at least twelve (12) hours in advance by posting a notification on the [Status Page](#), to which users may subscribe. However, such notice is not guaranteed, and any resulting downtime shall not be considered an outage nor included in uptime calculations.
- 2.5.3 Perfecto shall periodically implement relevant security patches in accordance with its patch management policy, as part of either planned or Emergency Maintenance activity. Notifications to Customer will be handled in accordance with the Maintenance type, as stated above.

3 EXCLUSIONS FROM SUPPORT AND MAINTENANCE

- 3.1 Perfecto shall be under no obligation to provide Support and Maintenance in respect of:
 - 3.1.1 Incorrect or unauthorized use of the Services where such use is not in accordance with [Perfecto's Documentation](#);
 - 3.1.2 Problems that are related to Customer's environment and are beyond Perfecto's control such as electricity, networking access, internet latency, reliability that are caused by Geo location, or outdated versions due to unwillingness to upgrade; or
 - 3.1.3 Overdue or not received Fees from Customer.

4 AVAILABILITY OF THE SERVICES

The metric for the Availability of the Services is percentage availability ("**Percentage Availability**"), which is calculated by the following formula where all the quantities are totals for a particular calendar month:

Percentage Availability = [(Agreed Service Time – Unplanned Downtime) / Agreed Service Time] * 100%

The variables of the Percentage Availability formula are defined as follows:

- a. Agreed Service Time refers to the total minutes in the calendar month minus the scheduled Maintenance downtime for the Services in that month, either as planned or on an emergent basis, as described above in [Section 2.5](#).
- b. Unplanned Downtime refers to the total duration in minutes of all outages during the particular calendar month.

The Percentage Availability standard shall be **99.5%** of the Agreed Service Time.

System availability refers to the user ability to login and use the Services, and not to the Hardware uptime or availability.