Technical Support Services Guidelines

The following technical support services guidelines ("**Guidelines**") apply to agreements where Crusoe provides Crusoe Cloud Platform (as described in Services) and related technical support to Customer (as amended from time to time, the "**Agreement**"). Capitalized terms used but not defined in these Guidelines have the meanings given to them in the Agreement.

Definitions

- "**Application**" has the meaning given in the Agreement or, if not such meaning is given, has the meaning given to "Customer Application" in the Agreement.

- "Business Day" means any day during the Hours of Operation.

- "**Crusoe Support Tool**" means the Admin Console or a support tool located at a URL (as may be updated from time to time) provided by Crusoe.

- "**Crusoe Support Personnel**" means the Crusoe representatives responsible for handling Requests.

- "**Customer End User**" has the meaning given in the Agreement or, if no such meaning is given, has the meaning given to "End Users" in the Agreement.

- "**Designated Contacts**" means administrators or technical employees designated by Customer who are allowed to contact Crusoe for technical support.

- "**Feature Request**" means a Request by a Designated Contact to incorporate a new feature or enhance an existing feature of the Services that is currently not available as part of the existing Services.

- "Hours of Operation" means 9:00 to 17:00 Monday through Friday in the Pacific Time Zone, except for holidays in local time for each region.

- "**Maintenance**" means maintenance work that is performed on hardware or software delivering the Services.

- "**Notification Email Address**" has the meaning given in the Data Processing and Security Terms.

- "**Request**" means a request from a Designated Contact to Crusoe Support Personnel for technical support to resolve a question or problem report regarding the Services.

- "**Support Data**" means account details and the information that Customer provides to Crusoe for the purpose of obtaining TSS under these Guidelines, including requests for support and the details provided to Crusoe about the specific support issue.

- "Support Tier" means a grouping of entitlements to Services, further described here, which is incorporated by reference into these Guidelines.

General Support Services Terms

Generally

As part of Customer's purchase of Services, Crusoe will provide Basic Support to Customer. Customer will receive automatic Services upgrades and Maintenance updates, support for billing inquiries, and access to documentation, white papers, online best practices guides, and forums.

Customer may order additional Technical Support Services ("TSS") for an additional fee, or Crusoe may grant additional TSS to Customer based on their order of Services.

Support Request Submission

First Line Support

Customer will provide first-level support to Customer End Users. Crusoe may provide second-level support to Customer's Designated Contacts only.

Customer Efforts to Fix Errors

Prior to making a Request to Crusoe, Customer will use reasonable efforts to fix any error, bug, malfunction or network connectivity defect without escalation to Crusoe. Thereafter, Customer may submit a Request for TSS.

Characterization of Requests

Customer designates priority upon submission of Requests. Crusoe will review Customer's priority designation and may reclassify designations that Crusoe believes are incorrect. Any such determination made by Crusoe is final and binding on Customer.

Procedures for Acknowledgement and Resolution of Requests

When making a Request, Customer will provide all requested diagnostic information and assist Crusoe Support Personnel as may be required to resolve a Request. Upon resolution of a Request, Customer may receive an optional survey to provide feedback to Crusoe on the support Request experience.

Request Acknowledgement

Crusoe may respond to a Request by acknowledging receipt of the Request. Customer acknowledges and understands that Crusoe may be unable to provide answers to, or resolve all Requests.

Feature Requests

If Crusoe deems a Request to be a Feature Request, Crusoe may log such Request for consideration to add to a future update or release of the Services and will consider the matter closed. Crusoe is under no obligation to respond to or resolve any Feature Request or to include any such Feature Request in any future update or release.

Building Applications

For clarity, Crusoe has no obligation under these Guidelines to: (a) write, build or improve any software Applications, or write code to facilitate Applications; (b) configure the Services for Customer; or (c) design, build or review Customer infrastructure.

Pre-General Availability Offerings

Crusoe has no obligation to provide TSS for any offerings that are identified as pre-general availability, including offerings identified as "Preview," "Alpha," "Beta," "Experimental," or similar designation, but will consider Requests relating to pre-general availability offerings or similar offerings on a case by case basis.

If Crusoe decides to offer technical support services for pre-general availability offerings, Customer's use of such support is subject to the terms of these Guidelines, as amended as follows:

1. Pre-general availability support offerings may be changed, suspended, or discontinued at any time without prior notice to Customer

2. At its option, Customer may provide feedback and suggestions about the pre-general availability support offerings, and Crusoe may use such feedback without restriction and without obligation to Customer, excluding any information marked as Confidential Information.

3. Response times described in these Guidelines may be differed or unavailable for pre-general availability support offerings.

Accessing Support

Customer-designated support admins may add Designated Contacts to its Account.

Crusoe will process Requests during the Hours of Operation and in accordance with the applicable target initial response times for each Support Tier, unless otherwise indicated in these Guidelines. Any Requests received outside of the Hours of Operation will be logged and processed during the next Business Day.

Maintenance

To ensure optimal performance of the Services, Crusoe performs periodic Maintenance. In most cases, Maintenance will have limited or no negative impact on the availability and functionality of the Services. If Crusoe expects planned Maintenance to negatively affect the availability or functionality of the Services, Crusoe will use commercially reasonable efforts to provide at least seven days' advance notice of the Maintenance. In addition, Crusoe may perform emergency unscheduled Maintenance at any time. If Crusoe expects such emergency unscheduled Maintenance to negatively affect the availability or functionality of the Services, Crusoe will use commercially reasonable efforts to provide advance notice of such Maintenance. Maintenance notices noted above will be provided via the Crusoe Support Tool or via an email to the Notification Email Address.

Language Support

All support provided by Crusoe pursuant to these Guidelines will be provided in the English language.

Support Data Processing Activities

Crusoe collects and processes Support Data for the purpose of providing TSS under these Guidelines and maintaining the Services.

Support Tiers

- For additional information on Support Tiers, see the Documentation here.