

Alchemy Customer Support Service Agreement

You should read and print this service agreement for your records.

This service agreement (“**Service Agreement**”) applies to Support Services (defined below) and is entered into by and between the customer using the Support Services (“**you**” or “**your**”) and Alchemy Technology Group, LLC (“Alchemy”, “**we,**” “**us**” or “**our**”) (**you and us**, each, a “**Party**” and, collectively, the “**Parties**”). This Service Agreement does not apply to any professional services (i.e., support or consulting) offered or provided by third-party software licensors/manufactures (“**SaaS Provider(s)**”) (e.g., subject to a separate cloud services agreement, master subscription agreement, or the like, between you and the third-party licensor/manufacture of the relevant SaaS product).

By purchasing or using the Support Services, you accept this Service Agreement. Your use of the Support Services, if provided on or in connection with an Alchemy website or third-party website, is also subject to that website’s terms (e.g. Terms of Use, Privacy Statement, etc., collectively referred to as “TOU”) and any other policies on that website. The Service Agreement and TOU, if applicable, constitute the entire agreement between you and Alchemy with respect to the Support Services. This Service Agreement terms control in the event of conflict.

Alchemy reserves the right at any time in its sole discretion to change the Support Services and this Service Agreement. If changes increase the price or materially decrease the level of Support Services purchased, 30 days’ email notice will be provided. Your use of the Support Services after the effective date of any change constitutes your acceptance of the changed Support Services and Service Agreement.

ALL LIMITATIONS OF REMEDIES AND DISCLAIMERS OF WARRANTIES, CONDITIONS AND LIABILITY FORM AN ESSENTIAL BASIS OF THE PARTIES’ AGREEMENT.

THE SUPPORT SERVICES ARE GOVERNED BY THIS SERVICE AGREEMENT AND ANY APPLICABLE TOU ONLY, AND NOT BY ANY OTHER SERVICE AGREEMENT WITH ALCHEMY OR A THIRD-PARTY LICENSOR OR MANUFACTURER. BY ACCESSING OR USING THE SUPPORT SERVICES YOU REPRESENT THAT YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE CLOUD SERVICES OR THE SUPPORT SERVICES.

Support Services

Alchemy Customer Support Service connects you with support agents for help with a suite of support-related tasks (“**Support Services**”) detailed in Exhibit A. Support Services may be included as part of your validly licensed SaaS product or purchased as a one-time pay-per-incident service (“**PPI Service**”), or as a subscription program, but exclude any professional services (i.e. software support, updates, service levels or other technical services) which are to be performed solely by the applicable SaaS provider pursuant to a separate agreement by and between the SaaS Provider and its licensees and end users (e.g. End User License Agreement, Terms of Use, Service Level Agreements and the like).

1. **Consent for Remotely Based or Data-Connected Services.** The software used with the Support Services may connect to SaaS Provider and other service providers over a data connection (e.g. the internet or a wireless carrier). In some cases, you will not receive a separate notice when they connect. **By using the Support Services, you consent to the transmission of information via the Support Services.**
2. **Misuse of Remotely Based or Data-Connected Services.** You may not use the Support Services in any way that could harm Alchemy, or the SaaS Provider, its affiliates or any other service provider or any computer network or system or impair anyone else’s use thereof. You may not use the Support Services to try to gain unauthorized access to any service, data, account or network by any means.
3. **Cooperation and Supportability.** Alchemy’s ability to deliver the Support Services depends upon your full and timely cooperation as well as the accuracy and completeness of any information you provide. You must have an eligible device and validly licensed SaaS software that meet(s) the applicable minimum requirements for supportability described in the software’s documentation (as published by the applicable licensor/manufacturer) before Alchemy can provide the Support Services. Alchemy reserves the right to cancel the Support Services and/or provide a refund due to problems with your hardware, your system requirements, or configuration, or for any other reason beyond our control that makes providing the Support Services impossible or impractical.
4. **Subscription.** The Support Services are available through a subscription program. If you purchase a subscription program for the Support Services, the subscription is valid only under your Alchemy account that is associated with the subscription for the applicable validly licensed SaaS products, devices, or authorized end users. To use your Support Services subscription, you will be asked to validate your SaaS Provider account ID. You may not share or sell your subscription. You are responsible for any activities that occur under your subscription.
5. **PPI Service.** Support Services may be available as a one-time pay-per-incident service (“**PPI Service**”) for a one-time support service engagement for a fixed fee.
6. **Data Backup.** You understand that data can be inadvertently lost, corrupted or breached, and agree that you are wholly responsible for the backup of any and all data, software, information or other files stored on your hardware, including all disks and drives, or other associated devices (collectively, “**Your Data**”) before receiving the Support Services. You further understand and agree that Alchemy may need to

transfer Your Data, including any confidential, proprietary and personal information stored on your device, to third party service providers in order to perform the Support Services. Any transfer will be done in accordance with our Privacy Statement. To the maximum extent permitted by law, Alchemy is not responsible or liable for any disclosure, loss or corruption of Your Data.

- 7. Remote Access.** To provide the Support Services, Alchemy may be required to connect remotely to your device, which allows us to access and control your device, view your device screen, install software and change settings on your device. We may ask you to download or accept Alchemy's or third-party software licensing terms to establish the remote connection. You are responsible for any download charges that may apply and for paying the fees charged by your data connection provider(s) (e.g. via internet, or Wi-Fi or wireless carrier). Those fees are in addition to any fees you pay us for the Support Services, and we will not reimburse you for them.

We may run diagnostic tools on your device to determine whether it meets the minimum system requirements for us to perform certain Support Services, such as upgrades. You must agree to this step for us to provide those Support Services. If we are unable to establish a remote access connection to your device or complete any of the above steps, we may not be able to provide Support Services.

- 8. Software Installations/End User License Agreements/Authority.** If the Support Service includes software installations, regardless of whether the software is provided by a third-party software provider, you must have your software and software product keys available before installation. By providing Alchemy with information, software or applications to install or transfer on your behalf, you represent that you have the right to authorize Alchemy to take such action. You understand and acknowledge that Alchemy may need to accept End-User License Agreements ("EULAs") on your behalf for such software installations and you agree to comply with any EULAs. If you request installation of software from a third-party software provider in connection with the Support Services, we will give you the opportunity to review the corresponding EULA; you assume sole responsibility if you decide not to review it. **You understand and agree that Alchemy does not control the terms of any third party EULAs and will not review such EULAs prior to accepting them on your behalf.**

- 9. Support Services Subscription Cancellation.** You may cancel your Support Services subscription by contacting an Alchemy support agent or us at op@alchemytechgroup.com. Your Support Services subscription will co-terminate on the date that either your validly licensed SaaS subscription terminates or expires. The billing date is the anniversary of the Activation Date noted in the description section of the applicable Alchemy Quote. Alchemy reserves the right, in its sole discretion, to terminate your subscription for Support Services without notice if your payment is not made on time, you violate this Service Agreement, or we determine that the subscription was used by someone else or for support on someone else's device. We may also terminate the Support Services or your subscription if we determine that you are ineligible to receive the Support Services.

Purchasing, Payment, and Refund

- 1. Payment and Invoicing.** To purchase a PPI Service or a Support Service subscription, you must either return a signed quote to Alchemy or issue a purchase against Alchemy's quote. If you purchase a Support Services subscription, the payment terms and conditions described in the Terms of Sale section of the quote will control the payment terms and each invoice from Alchemy will include payment

instructions.

2. **Auto-Renewals.** Your Support Services subscription begins upon the Activation Date of the SaaS subscription provided in the applicable quote and will automatically renew for subsequent annual terms on the anniversary of the Activation or as otherwise provided in the Terms of Sale section of your quote.
3. **Payment History and Errors.** We will provide your payment history upon reasonable written request (email being sufficient). It is your responsibility to review your payment history and notify us of any errors or unauthorized charges. You must contact us within 120 days after any erroneous or unauthorized charge first appears on your invoice. We will then promptly investigate the charge. If you do not tell us within that time, you release us from all liability and claims of loss resulting from the erroneous or unauthorized charge and we won't be required to correct the error or provide a refund. If the SaaS Provider identifies a billing error, we will correct it within 90 days.
4. **Refund.** You may cancel your Support Services subscription within 30 days after initial subscription purchase and request a refund if we are unable to resolve your support issue. If you or the SaaS Provider cancels your SaaS, we will not refund the amount you paid for the Support Services subscription. If you paid for a PPI Service (not a subscription), you may request a refund within 30 days after your purchase if we are unable to resolve your support issue.

Links to Third-Party Sites

If you are presented with a link to a third-party website while receiving the Support Services (whether the link is provided by Alchemy or embedded in the website on which you receive the Support Services or otherwise), you acknowledge that these links are provided for your ease of reference and convenience only, that the linked sites are not under Alchemy's control and Alchemy is not responsible for the contents of any link or linked site or any changes or updates to such sites, and provision of the linked sites does not constitute endorsement of any kind of material they contain or any association with their operators. Alchemy is not responsible for webcasting or any other form of transmission received from any linked site.

Notices

When you execute a quote for Support Services or issue a purchase order against a quote for Support Services and give your email address, you consent to Alchemy providing you notifications about the Support Services or information the law requires us to provide to you via that address. Notices emailed to you will be deemed given and received when the email is sent.

No Warranty, Limitation of Remedies

1. **NO WARRANTY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SUPPORT SERVICES ARE PROVIDED "AS IS" AND ALCHEMY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR

STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF TITLE, NON- INFRINGEMENT, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SUPPORT SERVICES, SOFTWARE, DIAGNOSTICS, OR OTHER MATERIALS OR INFORMATION WE PROVIDE. YOU BEAR THE ENTIRE RISK OF THE SUPPORT SERVICES' QUALITY AND PERFORMANCE.

2. **LIMITATION OF REMEDIES.** If the law provides any implied warranties despite the exclusions and limitations in this Service Agreement, your remedies are limited as determined by us, in the case of Support Services, to either (i) re-performance of the Support Services, or (ii) issue a refund of the price you paid (if any) for the Support Services. These are your only remedies for a breach of warranty or condition, even if the remedy fails of its essential purpose. Unless the law mandates otherwise, we will determine the order in which these limited remedies are provided. You may have additional consumer rights under the law which this Service Agreement cannot change.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES UNDER THIS AGREEMENT, YOU CAN RECOVER FROM ALCHEMY AND ITS VENDORS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SUPPORT SERVICES (OR UP TO \$5.00 USD IF THE SUPPORT SERVICES WERE FREE); AND

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF YOUR DATA OR LOSS OF BUSINESS, FOR ANY MATTER RELATED TO THIS SERVICE AGREEMENT, ANY SUPPORT SERVICES OR ANY OTHER MATERIALS OR INFORMATION THAT ALCHEMY PROVIDES, EVEN IF ALCHEMY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY WERE FORESEEABLE.

THIS LIMITATION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION OR THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR FOR FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY A PARTY OR FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOU ARE RESPONSIBLE FOR YOUR USE OF THE SUPPORT SERVICES AND ARE LIABLE FOR ANY RESULTING DAMAGE THEREFROM TO THE MAXIMUM EXTENT THE LAW PERMITS.

Contracting Party, Governing Law, and Location for Resolving Disputes

You are contracting with Alchemy Technology Group, LLC, a Texas limited liability company with principal place of business located at 11 Greenway Plaza, Suite 2600, Houston, Texas 77046. The laws of the state where your principal office is located will govern the interpretation of this Service Agreement, claims for breach of it, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles. We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree that any legal suit, action or proceeding arising out of or related to this Service Agreement shall be instituted exclusively in the courts of the State of Texas located in Harris County, Texas.

Mail a Notice of Dispute First. If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to **Alchemy Technology Group, LLC, ATTN: Legal Department, 11 Greenway Plaza, Suite 2600, Houston, Texas 77046 with a courtesy copy to legal.dept@alchemytechgroup.com**. Tell us your name, address, how to contact you, what the problem is, and what you want. We'll do the same if we have a dispute with you. After 60 days, you or we may start a formal dispute resolution process.



ALCHEMY
TECH GROUP

Exhibit A – Alchemy CSP Customer Support *Services Guide*

Introduction

This Citrix CSP Support Services Guide (this “Guide”) provides an overview of the suite of support related tasks (the “Support Services”) that Alchemy Technology Group, LLC (“Alchemy”) provides Citrix CSP Clients as well as the process to engage Alchemy for the Support Services. This Guide (and amendments) is governed by and incorporated by reference into the Customer Support Services – Citrix Agreement as Exhibit A.

Services Overview

Alchemy will provide support services to the Client’s IT team for the Citrix CSP offering.

- Tier 1 - Alchemy will perform an initial review of the escalation and gather additional information from the Client if required.
- Tier 2 - Should an escalation require assistance beyond Tier 1, Alchemy will make best effort to provide Tier 2 support and/or escalate the issue to Citrix support.
- Citrix Vendor Support - If Alchemy is unable to resolve the issue, Alchemy will escalate the issue to Citrix support on behalf of the Client.

Incident remediation/resolution time will vary. Alchemy will provide best-effort support services; however, there is no specific Service Level Agreement (SLA) metric for resolution time.

Support Escalation - Process

NEW ESCALATION

The Client must register all new support escalations via Alchemy’s support portal.

Support Escalations require the following details from the Client:

- Citrix Platform, Software Version, Problem Description, Impact, Urgency, etc.
 - For P1 critical loss of service escalations, please contact Alchemy at (XXX) XXX-XXXX in addition to submitting the escalation form.
- Notes/File Upload (*optional*) – please include file/screenshot related to the issue if available.

VIEW ESCALATION

The Client can view the details/status of a previously submitted escalation and make updates to the request via Alchemy’s Support portal.

The Client may contact Alchemy Citrix Support during standard business hours at (XXX) XXX-XXXX to discuss an existing escalation. All initial support requests must be registered via Alchemy’s support portal.