

ENTERPRISE SUPPORT

SERVICE DESCRIPTION AND TERMS OF SERVICE



This document (the “**Terms of Service**” or “**ToS**”) applies to any agreement (a “**Service Agreement**”) between Digi International, Inc. (“**Digi**”) and its customer (the “**Customer**” or “**you**”) under which Digi agrees to provide Enterprise Support services (“**Support**”). These Terms of Service are incorporated into and form an integral part of the Service Agreement. The terms and conditions of the Service Agreement (including these ToS) will supersede and control any conflicting or additional terms and conditions in Customer’s purchase order or other documentation.

1. Description of Support. During the term of the Service Agreement (the “**Term**”), Digi will provide the following Support to Customer:

a. **Support Availability.** The availability of Support will depend on the Coverage Option selected and paid for by Customer. The Coverage Options are as follows:

- **12x5 Business Hours Priority Support**

Under this Coverage Option, Digi will respond to issues for all Digi products and services via phone, email, or the Customer Support Portal during Digi’s normal business hours. This level of Support includes unlimited technical support cases for the Digi hardware and applications covered by the Support Agreement. It covers questions related to installation, configuration, and general device troubleshooting. Customers with this level of Support receive priority case queuing and a targeted four hour response time to initial inquiry. This level of Support is provided Monday through Friday during normal business hours in the Americas, European and Asia regions with the exception of Digi honored holidays.

- **24x7 Priority Support**

Under this Coverage Option, Support includes the scope of support described above for the 12x5 Business Hours Priority Support as well as the ability to call outside of business hours for assistance on severity 1/critical issues. Customers with 24x 7 support can open Severity 1 issues outside of normal business hours via phone call only and receive an initial response, targeted to be within one hour after intake. Issues reported outside of business hours via email or the Customer portal will be responded to promptly when normal business hours resume. Issues that are not considered severity 1 will be reclassified after initial triage and response to the Customer and follow our normal service level commitments.

b. **Unlimited Access to Digi’s Support Web Site.** Customer may access the following information, available 24/7 (other than during down times) via a standard web browser, at <http://www.digi.com>:

- User Guides
- Application notes
- Firmware Updates
- Driver Updates
- Knowledge Base Articles
- Support Forum
- Wiki Pages
- Code examples
- And much more

c. **Application Development Support.** For those Customers developing applications to run on Digi hardware, Support includes up to 10 hours of programming consultative support. With this entitlement, Digi will assist you in maintaining or developing an effective application that works with your Digi products.

Development support covers support for features like Device Cloud Web Service Programming and application code debugging/review/API assistance tied to any of our Digi products or development kits.

Digi does not develop customer projects as part of this agreement or provide detailed application debugging outside of the ten hours included in enterprise support, however these services can be purchased separately for an hourly fee.

Our team is trained and experienced on Digi International's standard development environments, with less experience in other environments, thus the support we are able to offer on other environments is limited.

If you require support on a custom environment, our first request will always be that you replicate the issue using the standard development environment using the provided hardware (if any) that came with your development kit, as this provides the best opportunity to help resolve your issue. If this is not possible, a second option is to provide enough information such as network traces, reduced code samples, logic analyzer traces etc. so that we can try and duplicate the problem. If we cannot duplicate the issue, we may not be able to help you resolve the issue.

d. **Advanced Replacement Add-on Entitlement.**

If the Service Agreement specifies that Digi will provide Advanced Replacement, Support will include free advanced replacements on specified Digi hardware while it is under warranty. Overnight shipment will be paid by Digi (North America only) for request for replacement received by 2:00pm CST Monday-Friday. International shipping costs and shipment method is the Customer's responsibility. This entitlement is available so long as the product remains within the applicable warranty period.

This entitlement may be purchased in bulk upfront and then activated as hardware is obtained. Serial numbers for covered products must be provided within 30 days of purchasing this entitlement for that product to be covered. Doing so in this fashion starts the annual advanced replacement period, so long as the hardware is within the warranty period. Entitlements purchased in this way will expire one year after purchase for any products not activated within this period.

Please make sure to include a list of serial numbers for your products purchased for Advanced Replacement to ensure they are tracked as part of this entitlement. Serial numbers must be received by Digi within 30 days of entitlement or hardware purchase for tracking, whichever comes later. Failing to do so may result in an unfulfilled Advanced Replacement entitlement.

Advance Replacement coverage will be effective 30 days after the Effective Date of the Service Agreement.

2. Requesting Support. This section describes how to make your interaction with Digi International's Support Services team as productive and efficient as possible. Read it carefully before calling Support Services.

a. **Who Should Contact Support Services?**

We request that you designate a primary and a secondary technical contact, both authorized to interact with the Digi Enterprise Support Services team. The number of authorized technical contacts is generally limited to two people to ensure effective communication between Digi and the Customer.

In designating contacts, consideration should be given to their accessibility to co-workers, overall level of technical competence and communication skills.

b. **Before Contacting Support Services:**

1. **Conduct Your Own Research** Before you call Digi, make sure you have read and understand all documentation relating to your problem and the function you are trying to perform. This serves two purposes: first, you may solve your own problem; and second, your time with the Digi Enterprise Support Services team will be more beneficial if you are already familiar with the available documentation.
2. **Define the Problem.** When you have ruled out other causes to the best of your ability, you should prepare a clear definition of the problem, detailing:
 - A concise description of the mode of failure, including all error messages
 - Screenshots where applicable
 - Configuration files where applicable

- Network or wireless traces where applicable
- With respect to application support, a reduced application in the Digi-provided development environment that replicates the problem

3. Firmware/Driver Release Support Policy

The Digi Enterprise Support team supports the current product firmware or software version plus any hot fixes or Service Packs provided. Every new version includes enhancements and issue resolutions.

Before contacting Digi Enterprise Support Services, first check to see if you have any hot fixes, Service Packs, or other software updates available to your environment, if so, please update and re-test to see if the issue seen goes away.

4. Service Level Agreement

Once the Customer issue has been received by the Digi Enterprise Support team, and provided that the Customer has complied with the provisions of the Service Agreement (including these ToS and of this SLA), then a Digi Enterprise Support engineer will begin working with the Customer and endeavor to resolve the issue within the timescales outlined in the table below.

These response times shall be extended by a period equal to the time that Digi is delayed by waiting for a response from Customer. The Customer must identify the priority of the issue when reporting the issue to the Digi Enterprise Support team, otherwise a default assumption of priority 3 will be made.

Digi Service Level Agreement			
Contact Options	Customer Portal, Email, Telephone		
Prioritization	Critical (Priority 1)	Major (Priority 2)	Minor (Priority 3)
Business Hours Response Time	2 business hours	4 business hours	24 business hours
After Hours Response Time *Phone Only	1 hour	4 business hours	24 business hours

*After hours support only provided with 24x7 Enterprise Support

CATEGORY	DEFINITION
Critical (Priority 1)	Customer solution is down and inoperable. All work has stopped and the situation is causing a critical impact to the Customer business operations and productivity. No work-around is available.
Major (Priority 2)	Customer solution is severely limited or degraded. The situation is causing a significant impact to certain portions of the Customer business and productivity. No work-around is available. (The system or application interrupted but recovered but there is a high risk of reoccurrence)
Minor (Priority 3)	Problem encountered but workaround available. Irritant; minimal impact to business operation; localized or isolated impact; operational nuisance; documentation errors; General questions; information needed

5.

6. Terms and Conditions

a. **Payment:** Customer will pay all fees for the Support services per the terms of the Service Agreement. Digi may suspend or terminate Support if Customer fails to pay amounts when due.

b. **Customer Assistance:** The Customer shall, in all cases and at no charge to Digi, perform such checks and tests as required by Digi by telephone instruction and by instructions provided in installation and operational manuals.

c. **Limited Warranty:** Digi products are covered by Digi's product warranty at the time of purchase. Purchase of support services does not modify the original warranty in any way. DIGI SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, AND ALL OTHER IMPLIED WARRANTIES.

d. **LIMITATIONS OF REMEDIES AND LIABILITY:** CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES SHALL DIGI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, OR REVENUE, LOSS OF USE OF EQUIPMENT OR SOFTWARE OR COST OF SUBSTITUED FACILITIES, EQUIPMENT, SOFTWARE, OR SERVICES, RELATED IN ANY MANNER TO PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE. CUSTOMER SPECIFICALLY RELEASES DIGI AND AGREES TO HOLD DIGI HARMLESS FROM ANY AND ALL COSTS (INCLUDING ATTORNEYS FEES), LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, AND LOSS OF LIFE ARISING OUT OF NEGLIGENCE OR RELATING TO ITS PERFORMANCE OR NON-PERFORMANCE UNDER THE AGREEMENT. ANY REMAINING LIABILITY OF DIGI SHALL BE LIMITED TO NO MORE THAN THE AMOUNT PAID BY CUSTOMER FOR SUPPORT UNDER THE SERVICE AGREEMENT DURING THE 12 MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO ANY CLAIM. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION IS A FACTOR IN THE PRICE EXTENDED TO CUSTOMER. THIS REMEDY IS IN LIEU OF ALL OTHER REMEDIES WHICH, WITHOUT THIS LIMITATION, WOULD BE AVAILABLE TO CUSTOMER.

e. **Force Majeure:** Digi shall not be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God, government, labor disputes, failure or delay of transportation, by vendors or subcontractors, or any other cause or causes beyond the reasonable control of Digi. Time of performance of Digi's obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences.

f. **Licenses, Permits, and Taxes:** The Customer shall obtain all necessary permits, licenses and, unless tax-exempt certificate is provided, pay all taxes in any way associated with the services or charges provided for hereunder or otherwise related to this transaction, other than taxes on or measures by the income of Digi. Should the Customer fail to do so, there shall be added to the charges provided for in this Agreement, amounts equal to any such charges, penalties, interest, and taxes, paid or payable by Digi.

g. **Law:** This Agreement shall be governed by, and shall be interpreted under, the laws of the State of Minnesota, USA.

h. **Agreement Terms.** Digi reserves the right, in its sole discretion, at any time and from time to time, to replace, modify, add to or retract/delete all or any portion of these ToS. It is Your obligation to review the most recent version of these ToS from time to time, posted at www.digi.com/legal/enterprise-support-terms, to ensure Your continued acceptance hereof. Any revisions to these ToS will become effective, and will constitute an amendment to this Agreement, twenty (20) business days after such revisions are posted, unless You expressly accept the revised ToS as of an earlier date. Your continued use of the Service after the applicable effective date of such revisions will conclusively establish Your acceptance to be bound by the revised ToS. If You have questions about these ToS or the Service, please contact Digi customer support at www.digi.com/support/.

i. **Entire Agreement:** Unless otherwise acknowledged in writing by Digi, all orders for Support Services placed with Digi by Customer during the term of the Agreement shall be deemed placed pursuant to the terms hereof. Any terms of any order inconsistent with or in addition to the terms contained herein shall have no effect unless such terms are

specifically agreed to in writing by Digi. This Agreement expresses the entire understanding between the parties relating to the provision of services listed on the face of this Agreement. No representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by person(s) authorized to sign agreements on behalf of both parties.

j. **No Waiver:** No waiver or delay in enforcement by Digi of any default shall operate as a waiver of any other default or of the same default on a future occasion. No single or partial exercise by Digi of any right of remedy shall preclude any other or further exercise thereof, or the exercise of any right or remedy.

k. **Severability:** This contract between Digi and Customer shall be treated as a separate contract and default by either party arising out of it shall not constitute or be deemed to constitute a default of any other agreement or contract between the parties. In the event that any one or more provisions contained in this Agreement is declared invalid by a tribunal or competent authority, then such provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of the Agreement as through originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from the Agreement, as though the provision had never been included herein. In either case, the remaining provisions of the Agreement shall remain in effect.