Support Services

This support services description (“Support Description”) describes the support and maintenance services (“Services”) provided by Clear Skye Inc., a Delaware corporation (“Clear Skye”) for the Clear Skye IGA Application (“Application”) available to customers that have paid the applicable fees and are in compliance with the terms and conditions of this Support Description and the other terms and conditions applicable to the subscription for the Application (“Customers” and such terms and conditions, the “Subscription Terms”). This Support Description supersedes all previous Services associated or included with the Application. If there are any conflicts between this Support Description and the Subscription Terms, the Subscription Terms will prevail.

Self-Service Options

The Clear Skye Customer Portal is your central repository for updated documentation, knowledge base articles and training videos. This collection of informative tools helps customers get access to information on as-needed basis.

On Demand Support

In addition to self-service support options, we are proud to provide incident focused, on-demand support. Support requests can be made either via number of options, including:

- Emailing Support@ClearSkye.com
- Filling out an online form on Clear Skye’s website
- Opening a support case through Clear Skye Customer Portal
- Telephone: +1-415-619-5001 or 888.997.7593

Our support professionals will work towards solving all incidents related to:

- Issues related to the Application not performing as designed
- Questions on Application functionality
- Requests for additional feature capabilities
Incidents will be worked on until Customer accepts the proposed solution. Proposed solutions can include configuration suggestions, customizations, hotfixes, updates to Application release roadmap and/or workarounds.

**NOTE:** Support inquiries involving Application customizations or issues on unsupported versions of Clear Skye products or ServiceNow platform, will be addressed on a reasonable-effort basis and may require upgrades or Expert Services.

**Application Support Lifecycle Policy**
Staying current by upgrading to new releases is crucial to Customer success. Staying current enables you to take full advantage of innovations made available through our releases, deploy new capabilities, and get the highest levels of security, availability, and performance. Our current policy is to support most recent and the immediately previous two releases (N-2). Because Clear Skye generally releases two major versions per year, Customers will need to upgrade approximately once per year to stay on a supported release family. Please refer to Customer Portal/Knowledge Base for upgrade related information.

**Support Availability**
Our Support Team is available Mondays through Fridays, 6:00 am to 6:00 pm Pacific Time. Clear Skye is closed on US Federal Holidays.

**Response Time**
Our goal is to ensure customer success and to provide assistance in a reasonable timeframe. Once we receive Customer request, we will respond from within six hours to one business day, depending on incident severity, as determined by our Support Team.

**Customer Responsibilities**
As a condition to Clear Skye’s obligations to provide support, Customer must make reasonable efforts to assist by providing:

- background details including screenshots, error descriptions, logs, and related information
- appropriate personnel to deploy and validate proposed solutions
- timely notifications to any updates or changes related to the case

If a Customer cannot use or access Clear Skye’s support services, or problems occur in the communication between the Customer and Clear Skye’s Support Team, namely in the use of email, telephone, or the Support Portal, the Customer must inform Clear Skye immediately. If the Customer fails to do so, no claim of nonperformance or malperformance may be asserted consequently against Clear Skye.

Customer agrees to cooperate with and follow or implement the instructions or remedial actions provided by Clear Skye to facilitate the Services in this Support Description. Such cooperation may include the implementation of any remedial actions recommended by Clear Skye.
Premium Services
In addition to standard support services, Clear Skye is proud to offer the following premium services should further solution acceleration be desired.

Expert Services
Our team of professional services veterans offers structured and actionable advisory services for an additional fee. These services focus on project plans needed to ensure our Identity solutions to meet customers’ specific project goals. For pricing and information please contact Services@ClearSkye.com.

Training
Clear Skye offers pre-built or custom training curriculum options. The training can be held in-person or online. For pricing and information please contact Training@ClearSkye.com.

Application Release Cadence
Clear Skye will use commercially reasonable efforts to release new versions of the Application, several times per year:

- Feature Releases, containing new features and functionality – twice per year (2)
- Maintenance Releases, containing performance, security, bugfixes or minor functionality improvements – as necessary

Customers can download, install and use new versions of the Application on their own schedule.
**Confidential Information**

The Customer must treat all information gained from using the Clear Skye Customer Portal or provided by Clear Skye as part of support services as confidential and use it solely for internal purposes in the course of solving problems. Such information may only be shared with employees, contractors or other authorized parties of the Customer on a strict need to know basis for the purpose of solving existing problems.

**Disclaimers**

Clear Skye does not receive or store any Customer data. Customer is responsible for creating and storing any backups of data. Clear Skye will have no liability for loss or recovery of data.

The following activities, services, damages, or errors are not covered by this Support Description. Clear Skye, in its sole discretion, may offer Customer the option for Clear Skye to address these issues per Clear Skye’s then current time and materials rates:

- any errors in function or performance due to the combination of Application with any software, hardware or other product not supplied by Clear Skye other than the versions of the core ServiceNow® software with which the Application is designed to operate;

- damages or errors resulting from misuse, accident, casualty, or abuse or failure to follow instructions set forth in the applicable documentation;

- damages or errors resulting from misuse, accident, casualty, or abuse or failure to follow instructions set forth in the applicable documentation; and

- damages or errors resulting from criminal acts of third parties, war, viruses, epidemics or other public health circumstances, government actions, acts of public enemies, severe weather conditions, strikes or other labor disturbances, fires, floods, tornados, or hurricanes other disasters, other acts of God, unforeseeable acts of employees, interruption of utilities, telecommunication or Internet service, or any causes of like or different kind beyond any reasonable control of Clear Skye or its authorized service providers.