



## NUVOLO UPGRADE POLICY

### 1. DEFINITIONS

**1.1** “**Upgrades**” are Nuvolo’s releases of the Subscription Service for enhancements or new features (including a new Release Family) provided by Nuvolo at no additional fee during the Subscription Term.

**1.2** “**Updates**” are Nuvolo’s releases (including patches and hotfixes) of the Subscription Service provided by Nuvolo at no additional fee during the Subscription Term that provide problem fixes, but do not generally include new functionality, and are released as needed.

**1.3** “**Release Family**” is an Upgrade that is a complete solution with new features or enhancements, including previously released Updates if applicable to the features included in the Upgrade.

**1.4** “**Critical Upgrade**” is an Upgrade that in Nuvolo’s reasonable judgment is critical to (a) maintaining the security or performance of the Subscription Service; (b) complying with applicable laws or (c) avoiding infringement or misappropriation of a third-party intellectual property right.

**1.5** “**Critical Update**” is an Update that in Nuvolo’s reasonable judgment is critical to (a) maintaining the security or performance of the Subscription Service; (b) complying with applicable laws or (c) avoiding infringement or misappropriation of a third-party intellectual property right.

**1.6** “**Supported Release Family**” at a particular time means the then-current Release Family and the prior one (1) Release Family certified on then-supported ServiceNow Release Families.

### 2. UPGRADES AND UPDATES

Nuvolo shall determine, in its sole discretion: (a) whether and when to develop, release and provide any Update or Upgrade of the Subscription Service; and (b) whether a particular release is an Update, Upgrade or new service offering that is available separately for purchase. For clarity, Nuvolo does not provide post upgrade documentation or support of Customer requested changes and customizations.

### 3. NOTICE

Nuvolo shall: (a) give Customer 30 days’ notice of any Upgrade to the Subscription Service; and (b) use reasonable efforts to give Customer 10 days’ notice of any Update to the Subscription Service. Notwithstanding the foregoing, Nuvolo may provide Customer with shorter notice or no notice before requesting the application of a Critical Upgrade or a Critical Update.

### 4. SUPPORTED AND NON-SUPPORTED RELEASE FAMILIES

Customer acknowledges that the current Release Family is the version of the Subscription Service containing the most current features, performance and security. Within a Supported Release Family, the most recent Update is the version of the Subscription Service for that Release Family that contains the most current problem fixes, performance and security. A Customer using a Supported Release Family may be required to apply a Critical Update resulting in an upgrade to the latest Release Family. A Customer that has not Upgraded to a Supported Release Family may experience defects, for which Customer hereby agrees that Nuvolo is not responsible, including without limitation those that affect the features, performance and security of the Subscription Service, that are fixed in the most current version of the Subscription Service. A Customer who is not using a Supported Release Family may be required to apply an Upgrade to the latest Supported Release Family.

### 5. SERVICENOW

Customer acknowledges that Nuvolo has no operational control over the ServiceNow Platform. Any Upgrades or Updates to Customer’s ServiceNow instance(s) are the responsibility of Customer in accordance with Customer’s agreement with ServiceNow.