

Customer Support Plans for Affine's ISV Solution on Azure Marketplace

1. Overview

This document outlines the support plans and associated terms for customers who deploy Affine's ISV Solutions on Microsoft Azure Marketplace. The support structure is designed to address deployment, operational, and technical issues that may arise, ensuring that customers receive timely and effective assistance. The document also details consulting services, responsibilities regarding data security and privacy, user access controls, and compliance with Responsible AI guidelines.

2. Deployment

Affine's ISV Solutions can be deployed in the following ways:

- **Managed Service:** The solution is deployed within Affine's Azure tenant. Affine manages the infrastructure, updates, and maintenance, providing the customer with a fully managed service experience.
- **ISV Transaction:** The solution is deployed within the customer's Azure tenant, where the customer retains control over the infrastructure while Affine provides deployment assistance and ongoing support.

Deployment includes:

- Installation and configuration of the solution within the designated Azure environment.
- Customization is available only as part of the Managed Service deployment.
- Integration with existing systems and communication tools such as Microsoft Teams.

3. Data Security & Privacy

All data security and privacy aspects are governed by the guidelines and standards provided by **Microsoft Azure**. The following key principles apply:

- **Customer Data Residency:** Customer data remains within the customer's designated Azure tenant, in accordance with their chosen deployment configuration. Data does not leave the Azure tenant premises at any time.
- **No Affine Visibility or Control:** Affine does not have visibility into, nor does it assume ownership or control over, any data processed, stored, or managed by the customer

within the solution. All data content and its quality are solely the responsibility of the customer.

- **Compliance with Regulations:** Affine ensures that all deployment processes adhere to Azure's stringent data protection regulations, including compliance with industry standards and applicable laws. Customers are responsible for ensuring that their data usage complies with these standards.
- **Data Protection:** Affine follows best practices in securing the deployment infrastructure and ensures that the solution operates within a secure environment. However, the security of customer data within their Azure tenant is managed by the customer, under Azure's governance.

4. User Access & Control

User access and control mechanisms are defined based on consultations with the customer. These include:

- Role-based access controls, tailored to the customer's organizational structure.
- Custom user access configurations to meet specific operational needs.
- User management, including the creation, modification, and deletion of user roles.

5. Responsible AI & Content Safety

As part of the marketplace deployment, all aspects of Responsible AI and content safety will be governed in accordance with the guidelines and policies provided by **Microsoft Azure**. This includes compliance with ethical AI usage, content moderation standards, and safety protocols.

- **Customer Responsibility:** The customer retains full responsibility for the content, quality, and accuracy of their data. Affine does not have visibility into, nor does it assume ownership or control over, any data uploaded, processed, or stored by the customer within the solution.
- **No Liability for Data:** Affine disclaims any and all liability for the quality, appropriateness, or legality of the customer's data. The customer is solely responsible for ensuring that their data complies with applicable laws, regulations, and Azure's guidelines.

6. Support Plans

6.1 Standard Support Plan

Severity Code	Severity Definition	Example	Response Time
Sev A	Critical: Severe impact on operations, causing major disruption to business.	Complete system outage, data corruption, security breach.	Response within 10 hours.
Sev B	High: Significant impact on operations, but not causing immediate major disruption.	Performance degradation, partial system outage.	Response within 36 hours.
Sev C	Medium: Moderate impact, affecting some users or functions, but workarounds are available.	Intermittent service issues, delayed responses.	Response within 5 business days.
Sev D	Low: Minor impact, limited to cosmetic or non-essential functions.	UI bugs, documentation errors, minor configuration issues.	Response within 7 business days.

Scope:

- Covers basic support needs, including issues related to the original code base.
- Affine is responsible for bug fixes within the original code base for the first 12 months post-deployment.
- Microsoft Azure-related issues will be directed to Microsoft’s support channels.

Support Hours:

- Up to 5 hours of support per month for the first 12 months at no additional cost.
- Additional hours are billed at \$200 per hour, with customer approval required.

6.2 Enterprise Support Plan

Severity Code	Severity Definition	Example	Response Time
Sev A	Critical: Severe impact on operations, causing major disruption to business.	Complete system outage, data corruption, security breach.	Response within 4 hours.
Sev B	High: Significant impact on operations, but not causing immediate major disruption.	Performance degradation, partial system outage.	Response within 12 hours.
Sev C	Medium: Moderate impact, affecting some users or functions, but workarounds are available.	Intermittent service issues, delayed responses.	Response within 2 business days.
Sev D	Low: Minor impact, limited to	UI bugs, documentation	Response within 5

	cosmetic or non-essential functions.	errors, minor configuration issues.	business days.
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Scope:

- Includes all features of the Standard plan with additional services and a more dedicated support structure.
- Up to 25 hours of dedicated support for Sev A and Sev B issues, managed by a dedicated support manager.
- Direct access to Affine’s support team via email and a 24/7 hotline.

Pricing:

- Priced at 10% of the total license value, with a minimum baseline of \$2,000 per month.

Support Channels:

- 24/7 support availability.
- Dedicated support team accessible via direct communication tools, such as a Slack channel.
- Support aligned with the customer’s time zone, with a primary focus on US Pacific Time for international clients.

6.3 Out of Scope

For Both Standard and Enterprise Support Plans:

- **Azure Service-Related Issues:** Issues related to Microsoft Azure services are outside the scope of Affine's support plans. Customers are required to directly raise support tickets with Microsoft through their own Microsoft Support Channels for any Azure-related issues.
- **Affine's Facilitation Role:** While Affine may assist as a facilitator in the resolution of Azure service-related issues, such facilitation is limited in capacity. Affine’s role in this capacity does not extend to providing in-depth troubleshooting or resolution of Azure service issues.
- **Consulting Engagements:** Any additional support or intervention required beyond the facilitation role, including but not limited to complex troubleshooting, issue resolution, or integration support related to Azure services, will be classified as a consulting engagement. Such engagements will be subject to additional charges as per Affine’s consulting rates and terms.

7. Consulting Services

All consulting services are scoped and charged separately from the support plans. Consulting services include:

- **Marketplace Solution Deployment:** Tailored deployment services as a Managed Service or ISV transaction in the customer's Azure tenant.
- **Metadata Management:** Assistance with the management and organization of metadata to enhance solution performance.
- **User Access Setups:** Custom configurations of user access controls based on customer requirements.
- **Integration with Communication Systems:** Integration with systems like Microsoft Teams or other preferred communication tools.
- **Additional Consulting Engagements:** Any support or intervention required beyond the facilitation of Azure service-related issues, including complex troubleshooting, custom development, or enhancements, will be addressed through separate consulting arrangements. Such engagements will be scoped and charged according to Affine's consulting rates and terms.

8. Exclusions

- Deprecation of Azure services or functions that directly impact application functionality will not be considered an application outage.
- Token limits, rate limit errors, and Performance Throughput Units (PTUs) are the customer's responsibility. Customers must purchase necessary PTUs from Microsoft to mitigate such issues.

9. Disclaimers

- Affine reserves the intellectual property (IP) of all solutions deployed in the customer's tenant.
- Customers are prohibited from replicating, copying, or modifying the original code base without explicit written consent from Affine's Management leadership.
- **Working Day Hours:** Resolution Support for any issue is available during standard business hours, defined as 9:00 AM to 5:00 PM PST (Pacific Standard Time).

10. Additional Considerations

- **Forward Compatibility:** Affine ensures all AI solutions are architected for forward compatibility with evolving AI models and technologies. Significant upgrades or enhancements will be treated as change requests (CRs), scoped, and approved by the customer.
- **Customization:** Both support plans offer varying levels of customization for user access controls and deployment specifics, with the Enterprise plan providing a more tailored approach.
- **Modification of Base Code:** If the customer modifies the base code or makes any adjustments without prior written consent from Affine, Affine will no longer be responsible for providing support services. Such modification is considered a violation of intellectual property (IP) rights, and all support services will be halted. Further actions may be taken in accordance with contractual obligations.
- **Support Fee Revision:** Support fees are subject to annual review and may be revised year-on-year based on factors such as service scope and resource allocation.
- **SLA Review:** Service Level Agreements (SLAs) will be reviewed annually, based on the volume and nature of issues reported. Affine reserves the right to adjust the SLA terms in line with this review. Any change in SLAs will be communicated and agreed upon with the customer.