

MAINTENANCE SERVICES

(Capitalized terms shall have the meaning set forth in the Order Form, Schedule, General Terms and Conditions or as defined below.)

I. SOFTWARE MAINTENANCE SERVICES

1. Support Issues. Company offers Support Services to assist Client in the use of the SaaS Product during the Subscription Term. Support is available via Company's online portal or other designated channel. Company's response times and the actions it takes to resolve issues are based on an assessment of the impact of the reported technical issue on Client's business. The more serious the business impact, the higher the assigned priority as initially set by Client. Company's support consultant may raise or lower priority in its reasonable discretion based on Client's information and/or subsequent diagnosis or remediation efforts, including the availability of a work-around pending final resolution. Company's Help Desk will follow the following response timeframe objectives that are based on case priority:

<u>Targeted response times*</u>	<u>Hours of Availability</u>
Priority 1: One-hour	24x7 support, 365 days a year
Priority 2: Two Business Hours	8:00am-8:00pm Eastern each Business Days
Priority 3: One Business Days	8:00am-8:00pm Eastern each Business Days
Priority 4: Two Business Days	8:00am-8:00pm Eastern each Business Days

(*Response times commence from the time Client has properly logged a case within Company's online portal.)

2. Case Priority. Client is required to provide, prior to contacting the Help Desk Support, End User assistance, which includes, but is not limited to: (A) receiving and logging initial contacts by End Users, (B), reviewing and isolating likely root causes for support cases and ruling out obvious causes such as End User error or failure in items not supplied by Company, and C) using reasonable efforts to resolve problems, including accessing and reviewing web-based support tools and databases such as Company's Q&A Knowledge Exchange.

Company's support consultants will provide technical assistance to Client to assist in remedying failures or performances issues of the Products and/or services that are being used in a production environment, consistent with their applicable documentation. Client will utilize Company's on-line support center to enter and document all problems, questions, or issues. Each specific and discrete problem, question or issue with the Products or Services reported by Client to Company's Help Desk Support shall be issued a case, which will include a record of the support incident, a unique tracking number and the identity of the initial Company personnel assigned to the matter. In addition, each case will be assigned one of following priority levels:

- **CRITICAL (Priority 1)** – A severe disruption or complete outage of critical production systems or services, impacting the entire business unit, department, location or user community. Tasks that should be executed immediately cannot be executed due to a complete crash of the system or interruption in core functions of the production system or service. Immediate action is required to address the incident as quickly as possible, restore service, and prevent further damage or financial losses.
- **HIGH (Priority 2)** – A significant disruption to important production systems or services, impacting a notable number of the user community, though not as severe as a critical incident. Important tasks cannot be performed, but the issue does not impair essential operations. Processing can still continue in a restricted manner, and data integrity may be at risk. Prompt action is required to resolve the incident, because the malfunction could cause serious interruptions to critical processes or negatively impact business.
- **MEDIUM (Priority 3)** – A moderate disruption to production systems or services, impacting a small number of the user community. It may cause impairment in work force ability to perform a key work function however a work around or an alternate process is available. The problem may interrupt normal operations or cause minor degraded performance but does not halt critical operations. The issue is attributed to malfunctioning or incorrect behavior of the application. Action should be taken in a timely manner, but it is less urgent compared to high or critical priorities.
- **LOW (Priority 4)** – Minimal or no disruption to production systems or services impacting a single user or very small portion of the user community. The incident may cause an inconvenience but there is little to no interruption to normal operations or business impact. The issue consists of "how to" questions, installation requests, configuration inquiries, enhancement requests, documentation questions, or service requests. Action can be scheduled as part of routine maintenance or after higher-priority incidents are resolved. The issue is not urgent.

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Incident Priority Matrix

		Impact			
		Critical Extensive/Widespread (Business Wide / Core Functionality Impact)	High Significant/Large (Large Number of Users / Clients Impacted)	Medium Moderate/Limited (Small Number of Users / Clients Impacted)	Low Minor/Localized (Single User / Client Impacted)
Urgency	Critical (Complete work stoppage for affected users/clients)	P1 - Critical	P1 - Critical	P-2 High	P-2 High
	High (Primary work functions unable to be accomplished by affected users/clients)	P1 - Critical	P-2 High	P-2 High	P-3 Medium
	Medium (Some impairment of work functions for affected users/clients)	P-2 High	P-2 High	P-3 Medium	P-4 Low
	Low (Flexible timing, issue is inconvenient but not causing impairment of work functions for affected users/clients)	P-3 Medium	P-3 Medium	P-4 Low	P-4 Low

3. After-Hours Support. After-hours will be considered any time outside of Company's normal Business Hours. Non-Business Hour support will be provided solely for Critical (Priority 1) issues and will not incur additional charges for Non-Business Hour support. For issues not deemed to be Critical (Priority 1), requests will be addressed the next business day.

4. Exclusions. Support excludes issues caused by (a) Client's misuse of the product; (b) modifications or integrations not authorized by the Company; (c) third-party systems outside Company's control; or (d) network or infrastructure issues not attributable to the Company.

5. Third Party Maintenance Services. Company may provide reasonable assistance in liaising with third-party vendors whose integrations affect the product's performance. Company is not responsible for defects in third-party vendor software.

6. Client Responsibility. Client will utilize Company's on-line support center to submit and track support requests and will provide sufficient information to enable Company to diagnose and resolve issues, including relevant descriptions, screenshots, and details of business impact. Company manages all product maintenance and updates. Client is responsible for:

- Ensuring its users are properly trained and authorized to access and use the product;
- Maintaining accurate configuration, data, and permissions within its tenant;
- Cooperating reasonably with Company's support team, including timely responses and access to necessary information; and
- Testing and validating any configuration changes or new features in accordance with Company's release notes or best-practice guidance.

7. Version Control Policy. Company continuously improves and updates the product as part of its standard product lifecycle. Updates and enhancements are applied automatically and are included in the Subscription. Company may modify or discontinue features from time to time; however Company will use commercially reasonable efforts to avoid materially reducing the overall functionality of the product during the Subscription Term. When practicable, Company will provide advance notice of material changes or feature deprecations and, where applicable, guidance for alternative functionality.