

## ELEMICA SUPPORT SERVICES

Subject to your procurement of Support Services (as defined herein), these Support Services terms (the "Support Terms") shall govern Elemica's provision of Support Services to you ("Client") pursuant to the level of Support Services that you have procured or are otherwise entitled to.

### 1. DEFINITIONS.

In these Support Terms, capitalized terms not defined herein shall have the definition given such term in the Agreement:

**"Agreement"** means the applicable master agreement and associated Order(s) signed by Elemica and Client that provide you with the Services.

**"Authorized Contacts"** means the named Client employees or authorized agents who: (i) have sufficient technical expertise, training and/or experience with the Service to perform the Client's obligations under these Support Terms; (ii) are responsible for all communications with Elemica regarding these Support Terms, including case submission and Incident reports; and (iii) who are authorized by Client to request and receive Support Services for the Service on behalf of the Client.

**"Elemica SaaS Products"** means software-as-a-service products.

**"Elemica Hosted Products"** means ProcessWeaver or other software products licensed and hosted by Elemica.

**"Elemica Licensed Products"** means ProcessWeaver or other software products licensed by Elemica and hosted by Client.

**"Enhancement Request"** means a request by Client to add functionality or enhance performance beyond the specifications of the Service and are not included as part of Support Services.

**"Incident"** means a single support question or reproducible failure of the Service to substantially conform to the functions and/or specifications as described in user guides for the Service and reported by an Authorized Contact. In addition, an Incident means an error alert sent by the Service to the Support Services regarding a failure (an **"Alert"**).

**"Order"** means written executed order form between Elemica and Client.

**"Response Time"** means the targeted time period within which Elemica will use commercially reasonable efforts to contact Client to acknowledge receipt of an Incident report and to engage an appropriately skilled Elemica support resource, commencing from the time that Elemica receives (i) all required information as specified in Section 4.2 or (ii) an Alert.

**"Services"** or **"Service"** means the Elemica SaaS Products or Elemica Hosted Products or Elemica Licensed Products (if the Client has paid for the maintenance and support fees) as set forth in the Order.

**"Severity Level"** means the Severity Levels 1-4 as defined below:

**"Severity Level 1 (Critical)"** means an Incident that is critical in nature and halts all Services for Client, for example, without limitation, Service is down or unavailable, data is corrupted or lost and must be restored from a back-up or a critical, material documented feature/function is unavailable. No workaround is available. This severity level requires maximum effort of support until an emergency fix or work-around is developed by Elemica.

**"Severity Level 2 (Significant)"** means an Incident where major functionality in the Services is impacted, or significant performance degradation is experienced causing a high impact to Client. Such Incident is persistent and may affect a significant number of Elemica clients and/or major functionality. No workaround available.

**"Severity Level 3 (Less Significant)"** means an Incident that is a routine technical issue or a bug in the Services affecting Client that has a medium to low business impact to Elemica clients.

**"Severity Level 4 (Minimal)"** means an Incident that has a minimal impact on Elemica client business operations or basic functionality of the Service, for example, and without limitation, a cosmetic issue or reporting is not functioning in a Service.

**"Support Services"** means the support services under the terms set forth herein, but do not include Enhancement Requests and include the services set forth in the table "Elemica Support Terms", either Standard and Premium, and the level of support (Standard or Premium) is set forth in an Order and if not so specified in an Order, then it is Standard. All support will be provided in English only.

## **2. SCOPE OF THE SUPPORT TERMS.**

**2.1 Scope.** Subject to the terms contained herein, Elemica shall address all Incidents which may arise from Client's use of the Service in accordance with Sections 4 and 5 below. Elemica shall not have any obligation to provide Support Services with respect to any: (a) adaptations, configurations or modifications of the Service made by the Client or any third party; (b) Enhancement Requests; (c) non-production environments; or (d) any items excluded pursuant to Section 5.

**2.2 Other Services.** Elemica may offer professional services to help resolve issues that fall outside the scope of the Support Services such as Enhancement Requests and the items included in Section 5. Any professional services outside of the scope of the Support Services shall be provided under a separate agreement (typically a statement of work) and shall be subject to the Agreement or Elemica's then-current consulting fees and terms.

**2.3 Modification to Support Services.** Elemica may modify the Support Services from time to time. Except as otherwise set forth in the Agreement, if Elemica makes a material change to any of the terms of the Support Services, then Elemica will notify Client by posting a new Support Services on the Elemica website for 30 days prior to its effectiveness and if the change has a material adverse impact on Client and Client does not agree to the change, Client must so notify Elemica via [elemicalegal@elemica.com](mailto:elemicalegal@elemica.com) within thirty days after the posting on the Elemica website of the change. If Client notifies Elemica as required, then Client will remain governed by the Support Services in effect immediately prior to the change until the end of the then current subscription term for the Support Services. If the Support Services are renewed, they will be renewed under Elemica's then current Support Services terms.

**3. TERM AND TERMINATION.** Subject to the terms set forth herein, and unless otherwise provided in the applicable Order or the Agreement, the initial term for Support Services will commence on the Effective Date set forth in the Order and shall continue for a period of one (1) year. In the event that Client has not delivered an Order to Elemica regarding the upcoming renewal term prior to the expiration of the then current term, the term shall be automatically extended for successive renewal terms of one (1) year each unless either party provides written notice of non-renewal to the other at ninety (90) days before such expiration. Fees for the Support Services on all subsequent Orders and renewals shall be set at then current Elemica pricing, unless otherwise agreed to by the parties. For the duration of the initial term and any elected renewal term(s) described in this Section 3, Client shall purchase and maintain the same level of Support Services for all Products in the Services. For clarity, Client may not elect to purchase or renew Support Services for just a portion of its Service. In addition to any other rights or remedies Elemica may have under these Support Terms or the Agreement, except as otherwise provided in the Agreement, if Client is more than thirty (30) days delinquent in any payment obligation, then Elemica may, upon written notice to Client, immediately suspend performance of the obligations set forth in these Support Terms until such delinquency is remedied.

## **4. INCIDENT REPORTING, ESCALATION AND RESPONSE TIMES.**

**4.1 Authorized Contacts.** All reports of Incidents must be made to Elemica by the Authorized Contact(s). The primary method for a Client to report an Incident is email or telephone. The Client may substitute Authorized Contact(s) from time to time by giving Elemica prior written notice, including the relevant contact information for any new Authorized Contact.

**4.2 Required Information.** All Incident reports must, if applicable, include the following: (1) specifics about the Incident being reported; (2) exact wording of all related error messages; (3) a full description of the Incident and expected results; and (4) any special circumstances surrounding the discovery of the Incident. Client may also have to provision Elemica with direct access to their system(s) from time to time for troubleshooting of Incidents.

**4.3 Severity Levels.** Elemica will work with Client and will assign the appropriate severity level to all Incidents according to the Severity Level definitions. Severity Levels are assigned to allow prioritization of incoming Incidents. Elemica may reclassify Incidents based on the current impact on the Service and business operations as described in the Severity Level definitions and will notify Client of such reclassification. Should Client repeatedly misclassify tickets, Elemica reserves the right to suspend its response time obligations for Client. In the event Elemica determines that an Incident is in fact an Enhancement Request, it shall notify Client and such Enhancement Request shall not be addressed under these Support Terms.

**4.4 Elemica's Obligations.** Elemica will make available Support Services access during Coverage Hours (as set forth in the Elemica Support Terms table) for the Client to report Incidents and receive assistance and for Elemica to receive Alerts. If Client elects to have Premium Support, the Support Services will be available 24 x 7. On receipt of an Incident, Elemica shall establish whether there is an Incident for which the Client is entitled to Support Services under these Support Terms and, if so, shall: (1) confirm receipt of the Incident and notify Client of the Incident case number that both parties must then use in any communications about the Incident; (2) work with Client to set a severity level for the Incident based on the criteria set forth herein; (3) analyze the Incident and verify the existence of the problem; and (4) give the Client direction and assistance in resolving the Incident pursuant to the terms described herein. For Severity 1 Incidents, Elemica will deliver the RCA within 10 days once the root cause has been identified.

**4.5 Incident Escalation.** Elemica will use commercially reasonable efforts to escalate the Incidents described below to Elemica senior management within the time periods specified below. All times specified below are from the time Elemica has actual knowledge of the Incident.

	Notification of Applicable Support Services Team	Escalation to Elemica Senior Management
Severity 1	less than 15 minutes	less than 1 hour
Severity 2	less than 15 minutes	As appropriate
Severity 3 and 4	less than 1 hour	NA

**4.6 Operational Goals.** Elemica will use its commercially reasonable efforts to meet or exceed the goals set forth in the Elemica Support Terms table including, response time, update frequency, etc. Elemica will also use its commercially reasonable efforts to meet the targeted Response Times based on the below table in 90% of instances calculated on a quarterly basis.

**4.7 Client's Obligations.** Support Services are conditioned upon the Client: (a) paying all applicable fees for Support Services prior to the date the Incident is reported; (b) Client having valid access to the Service; (c) providing Elemica with all reasonable assistance and providing Elemica with data, information and materials as that are reasonably necessary; (d) procuring, installing and maintaining all equipment, telephone lines, communication interfaces and other hardware and software necessary to access the Service; and (e) providing appropriate contact information for all Authorized Contacts(s).

**4.8 Premium Support Additional Services.**

**(a) Ticket Handling**

i. **Priority Support.** Incidents are treated in a priority manner over Standard Support Services clients.

**(b) Proactive Support**

i. **SRM.** Elemica will appoint a Support Relationship Manager (SRM) who will be the primary contact point for all Support Services outside of ticket handling. Elemica may change the Support Relations Manager at any time upon written notice to Client. The responsibilities of the Support Relationship Manager can be: (1) main contact for matters related to the Support Services; (2) assist with communication between the Support Services and the Client during an Incident; (3) direct escalations within Elemica based on the Severity Level; (4) provide regular updates through meetings, reports as agreed between client and Elemica; and (5) maintain and foster the relationship between Elemica and the Client with regard to the Services.

ii. **Monthly Operations Meeting.** Monthly meeting with Client to review open Incidents, ongoing projects, assistance in prioritizing Incidents and presenting reports from the Reporting Suite.

iii. **Network Alert Monitoring.** Elemica proactively monitors its hosted platform and products for alerts and when appropriate communicates actions to resolve incidents (also included in Standard Support).

iv. **Proactive Certificate Management.** Elemica will communicate with Client on required Client actions regarding future certificate expirations.

v. **Expedited Outage Messaging.** Elemica will inform Client with emergency Incidents in additional to normal and standard alerting.

vi. **Priority Incident Tracking.** Enhanced communication, tracking and documentation of certain Incidents including daily updates.

**(c) Additional Features**

i. **Customized Training.** Custom training sessions from Elemica experts on topics of Client's choice, up to 4 remote sessions per calendar year not exceeding 12 hours in the aggregate.

ii. **Audit Assistance.** Elemica will provide ten (10) hours of effort on audit support for Client, which is defined as gathering records and evidence to support Client's compliance audit efforts.

iii. **Reporting Suite: Ticket Volume.** Report showing Client's tickets associated with Incidents over a certain time period.

iv. **Reporting Suite: Support Activity.** Report showing Client's interaction with Elemica Client Support over a certain time period.

v. **Reporting Suite: Aged Backlog.** Report showing the age of Client's tickets associated with Incidents over a certain time period.

vi. **Reporting Suite: Time to Respond.** Report showing the time that elapsed for Elemica to respond to Incidents.

vii. **Client Portal.** Web-based access to Elemica's Client Support Portal to input and track Incidents.

## 5.0 **EXCLUSIONS FROM SUPPORT SERVICES.**

Elemica will not be required to correct any Incident caused by (i) integration of any feature, program or device to the Service or any part thereof; (ii) any non-conformance caused by unauthorized misuse, alteration, modification or enhancement of the Service; or (iii) use of the Service that is not in compliance with the Agreement.

The following are included in the Support Services:

- Access to patches and hot fixes for non-license based Elemica SaaS Products and Elemica Hosted Products (as defined in an Order). Licensed based Products require payment of maintenance and support fees
- Monitoring Elemica system alerts for non-license based Elemica SaaS Products and Elemica Hosted Products, 24 x 7 x 365 monitoring of system availability (for non-licensed products)
- Digital certificate management (Elemica will provide access to new digital certificates and communicate the date when certificates are applied into our environments)
- Work around for defects (for non-licensed Products); licensed based Products require payment of maintenance and support fees
- Product usage issues or questions related to existing software implementations (remedy bugs and answer questions on functionality)
- Changes to carriers in Elemica's network that are certified. This applies only to our ProcessWeaver for S/4HANA and our Elemica hosted ProcessWeaver Cloud Platform
- Proactive notification of planned maintenance and outages for non-licensed products

The following, which is not exclusive, are not included in Support Services and are subject to a professional services fee:

- Customizations to existing software implementations, such as
  - Functionality, flow, interfaces customizations, i.e. changes to standard functionality and changes to user interface
  - Existing software implementation of the licensed software product
- Support for any non-Elemica provided customization(s)
- Value assessments, business consultation (business use comparisons/advice)
- User training (except as defined for Premium Support customers)
- Performing Elemica product new version updates/upgrades on behalf of a client for licensed products
- Ad hoc reporting requests on system/product data
- Regularly scheduled operations meetings to discuss tickets (except as defined for Premium Support customers)
- Regularly scheduled operations meetings to discuss maintenance
- Maintenance and monitoring of on-premise infrastructure and applications, including infrastructure scaling
- Dedicated/named support resources
- Access to archived/backup messages/documents, except as contractually required
- Project implementation or solution rollout
- Partner initiation, integration, and communication regarding new business messages/partners/Products
- Infrastructure stack maintenance and monitoring for client-hosted environments
- Activation or integration of new services or API functionality
- Activation or implementation of software for a new location
- Access to new products or modules not included in the current contract
- Product questions related to products that have not been purchased by the client
- Map changes
- Adjustment, configuration, testing, and deployment of carrier API changes into the client's environment

Elemica Support Terms		
Service Level Agreement	Standard	Premium
Support Availability		
Pricing	Included	Upcharge
Coverage Hours	18x5*†	24x7
Phone, Email, and Portal	Yes	Yes
Ticket Handling		
Priority Support	No	Yes
Target Initial Response Time for		
Severity 1 Incidents	2 hrs	30 min
Severity 2 Incidents	4 hrs	2 hrs
Severity 3 Incidents	12 hrs	8 hrs
Severity 4 Incidents	24 hrs	8 hrs
Incident Update Frequency		
Severity 1	4 hrs	1 hr
Severity 2	8 hrs **	4 hrs
Proactive Support		
Support Relationship Manager	No	Yes
Monthly Operations Meeting	No	Yes
Network Alert Monitoring	Yes	Yes
Proactive Certificate Management	No	Yes
Expedited Outage Messaging	No	Yes
Priority Incident Tracking	No	Yes
Additional Features		
Personalized Communications During Incidents, Updates, RCAs, IMRs, etc.	No	Yes
Customized Training	For an Additional Fee	Yes
Audit Assistance	No	Yes
Incident Root Cause (Severity 1)	For an Additional Fee	Yes
Reporting Suite (KPIs)	For an Additional Fee	Yes
Customized Reporting	No	Yes
Online Customer Service Portal	Yes	Yes, Multi-Company
* Only Monday to Friday, excluding Elemica company holidays. Coverage options available are ET, CET, and JST time zones, starting at 6:00 AM local time.		
† Option to purchase 24 x 5 coverage.		
** Within coverage hours only.		