

Support Terms for Softeon

These terms specify the support and maintenance for the SaaS Services for the Software known as Softeon. Standard support and maintenance provisions apply to all available support programs, except as expressly indicated otherwise. Terms defined in the Master Agreement, SaaS Addendum and/or Support Policy shall apply.

STANDARD SUPPORT

1 SUPPORT AND MAINTENANCE

- 1.1 Support contacts. IFS will provide remote technical support as SaaS Services in response to requests from Customer's designated primary users ("Primary Users"). Customer shall designate at least one (1) and not more than five (5) Primary Users by providing written notice to IFS and Customer may change Primary Users by providing further notices from time to time. Primary Users shall provide first level support to other Users. If a Primary User is not able to resolve a support issue raised by another User, the Primary User shall then request support from IFS. IFS will not normally communicate with a User who is not a Primary User.
- 1.2 Help Desk. IFS shall maintain a Help Desk to field technical support questions from the Primary Users. Before contacting the Help Desk, the Primary User(s) shall refer to IFS's online Knowledge Center, which may answer the Primary User's question. Support ticket requests may be logged at any time through the Help Desk ("Support Ticket"):
 - 1.2.1 IFS shall assist Customer to evaluate and classify Support Ticket requests and determine their route to Resolution or where applicable, Service Restoration.
 - 1.2.2 IFS shall analyse documented and re-producible Defects.
 - 1.2.3 Where the route to Resolution is by way of a software update, this is made available by IFS through a Release or an Update as applicable.
- 1.3 Support hours. "Support Hours" for the Help Desk is 24 hours a day, 7 days per week, and 365 days per year. IFS may, at its sole discretion, develop and deploy Updates. IFS, at its sole discretion, may choose to perform some activities outside of normal business hours.
- 1.4 Maintenance. IFS shall provide the following maintenance services for the SaaS Services:
 - (a) Provisioning of the SaaS Services.
 - (b) Apply operating system updates.
 - (c) Administer operating system licenses.
 - (d) Schedule and update regular anti-virus scans.
 - (e) Install Resolutions and Updates. IFS will update the SaaS Services and make available to Customer all patches, enhancements, Updates, of the SaaS Services that IFS makes generally commercially available. Resolutions are made solely for the purpose of the applicable Current Release and IFS does not warrant conformity with other Releases of the SaaS Services or any other software. The implementation of new Releases of the SaaS Services may require Customer to acquire new releases of, or additional, third-party software and hardware, and may not be compatible with, be based on, or include the same technology, architecture or functionality as prior Releases.
 - (f) Schedule and administer nightly, offsite, encrypted backups of the Customer Content. IFS will save the last 7 nightly database backups on a secure transfer server from which SaaS Services data can be retrieved if needed for restoration.
 - (g) Monitor the SaaS Services application uptime and resource usage.
 - (h) Maintain required third-party relationships required for IFS to provide the SaaS Services.
 - (i) Services for support in respect of any third-party software will be provided by IFS only where agreed and specified in the applicable Order Form for such services.
- 1.5 Exclusions
 - 1.5.1 Maintenance does not cover:
 - (a) Services provided under any other program or service;
 - (b) Upgrades; or
 - (c) Resolution of reported defects which result from:
 - (1) third-party software or hardware,
 - (2) any modification including Value Framework code modifications and report template modifications, made by Customer or Customer agents,
 - (3) the combination of the SaaS Services with another non-IFS product or products provided by Customer, or
 - (4) use of the SaaS Services by Customer which is not in accordance with the Documentation.
 - 1.5.2 Any professional services or other services which may be provided in conjunction with the Support and Maintenance, including without limitation; Upgrades, work related to delivery and installation, training services, data repair or back-up (other than as specified in this policy), all of which will only be provided on separate terms agreed by Customer and IFS and on payment of applicable fees and charges.
- 1.6 Target response times. Response implies someone from the IFS support group will be assigned and begin to address the issue in the specified time frame. It does not reflect the actual resolution of the issue. Support Ticket initial target response times are set out in the table below:

Severity Level	Target initial response time
Urgent	1 Hour

High	4 Hours
Medium	24 Hours
Low	48 Hours

2 DEFECTS

- 2.1 **Incident.** An identified Defect, Outage or other event impacting the performance of the SaaS Services.
- 2.2 **Resolution.** IFS will use commercially reasonable efforts to provide a Resolution to Defects submitted by Customer. A "Resolution" is a Fix, Update or other solution, circumvention or software re-start by IFS to resolve a Defect, or resolve or pre-empt an Incident. A Resolution may consist of a temporary solution, including the creation of a by-pass or workaround, to restore the affected functionality and that will apply until the Defect has been permanently resolved, it being understood that such permanent solution may only be made available in a future Release.
- In order to fully characterize reported Defects, test defect resolutions and test Upgrades IFS may, from time to time, copy snapshots of the SaaS Services to IFS's development and test environments.
- 2.3 In all cases, target resolution times are predicated on the assumption that the reported Defects: (i) are not excluded, and (ii) are reproducible by IFS.
- 2.4 "Customer Induced-Issue" is an issue arising out of any of the following:
- (a) Specifications, instructions or incomplete or erroneous information or input provided by Customer;
 - (b) Customer's use of services, hardware, software, integrations, extensions or interfaces not forming part of the SaaS Services or services;
 - (c) Issues caused by inadequate sizing or bandwidth in Customer's systems or delays or failures in Customer's network or on-line connectivity;
 - (d) The SaaS Services related to Customer's incorrect or unpermitted use or modification, excessive use, or deployment of Resolutions or new Releases in a manner not prescribed in the applicable IFS documentation or otherwise directed by IFS in writing;
 - (e) Breach by Customer or otherwise caused by Customer or any third party acting on its behalf;
 - (f) Issues caused by use beyond the applicable use levels, or a manner otherwise not permitted under the applicable terms which has not been separately approved by IFS in writing.
- 2.5 A "False Alarm" is a Customer-Induced Issue(s), an issue which relate(s) to content or data or issues relating to software not forming part of the SaaS Services or other elements outside IFS's reasonable control. IFS will have no responsibility for any False Alarm. Customer understands that any work performed by IFS in regards of any False Alarm may involve additional charges at IFS's then-current list prices, whether or not the Support Ticket is successfully resolved. IFS will notify the Customer without undue delay when the relevant IFS resource realises that a Support Ticket constitutes a False Alarm.
- 2.6 **Target resolution times.** Target resolution times are specified in the table below:

"Severity Level"	Description	Target Time – Resolution or Action Plan Provided
Urgent	System or Service Down. The software is completely down, any incident which results in an enterprise-wide failure, rendering the application unusable causing significant impact to the business operations which cannot proceed. The affected Instance is offline or has severe disruptions, potentially due to security issues or applications malfunction. This hinders critical business tasks with no available workaround. This can apply to Production, Critical Non-Productive environments, deployment errors, data corruption, or critical security vulnerabilities. To qualify as P1, a skilled Customer-side resource is needed to work with IFS.	One (1) Day
High	Service Degraded for Business-Critical Function. A software problem exists in production which prohibits the use of a business specific operation critically affecting operations. The affected Instance experiences significant service reduction or application performance issues without causing data loss. No acceptable workaround exists. This qualifies as P2 if business critical functionality is affected, or if there are deployment errors hindering critical operations, software faults leading to data corruption, or high / medium security vulnerabilities.	Two (2) Days

Target times shall be calculated on a net-time basis, aligned to Support Hours on working days, excluding "Clock Stop Events". Where the Resolution Action entails an action plan, such action plan will include Resolution status, planned next steps with dates for actions and an indication of IFS resources, required Customer actions to support Resolution, and date / time for next and subsequent updates. Targets are not commitments.

- 2.7 A "Clock-Stop Event" is the elapsed time during which any of the following events persists:
- (a) Waiting for the Customer to provide a necessary and requested response, input, assistance or approval.
 - (b) The existence of network issues or other elements outside IFS' reasonable control.
 - (c) Scheduled Downtime or an Excluded Incident.
- 2.8 An "Excluded Incident" is an Incident that is:

- (a) Outside the control of IFS or the cloud platform vendor or by other elements outside the reasonable control of IFS; or
- (b) Relating to Content (meaning Customer data and other data submitted to the cloud platform) or Configurations; or
- (c) A Customer-Induced issue or an issue arising as a result of Customer's failure to comply with reasonable instructions regarding the use of the services.

3 RELEASES

- 3.1 While Customer is entitled to Support and Maintenance, Customer shall be entitled to Releases made available by IFS incorporating Resolutions to Defects and/or Enhancements to the SaaS Services. Extensions shall be included in the SaaS Services if explicitly agreed in writing.
- 3.2 IFS will make available a semi-annual software Releases.
- 3.3 If a Release contains Enhancements to the SaaS Services, those Enhancements shall be included as components of the SaaS Services at no additional cost to Customer.
- 3.4 If a Release contains:
 - (a) Enhancements to existing modules that are not included in the SaaS Services, or
 - (b) new modules that are not added or included in the SaaS Services, Customer shall not use such functionality unless such modules are purchased by Customer.
- 3.5 IFS shall only install Releases to the SaaS Services in the as agreed between IFS and Customer, including a mutually agreeable outage window to accommodate installation of the Release. It is the Customers responsibility to test Releases in advance of the Scheduled Downtime.

4 RELEASE LIFE

- 4.1 Releases of the SaaS Services will be supported for not more than eighteen (18) months following the Release becoming GA. Defect Resolution may require Customer to deploy a new Release.

5 UPDATED POLICY

- 5.1 IFS reserves the right, from time to time, to change its standard provisions in these Support Terms, provided that any change will not materially reduce the level of support and maintenance.

6 GLOSSARY OF TERMS

- 6.1 "Clock-Stop Event" has the meaning given above.
- 6.2 "Configurations" means such capabilities in the SaaS Services to individually tailor the application, consisting of configurations and personalizations as offered in the standard software. Configurations excludes extensions.
- 6.3 "Current Release" means the latest Release offered by IFS for general commercial distribution and other currently supported Releases as designated by IFS in the applicable then current IFS policy.
- 6.4 "Customer-Induced Issue" has the meaning given above.
- 6.5 "Defect" means a software defect in the SaaS Services, which consists of a nonconformity between the unmodified software and its applicable functional specifications, which for the SaaS Services are set forth in the Software Documentation.
- 6.6 "Downtime" means the total number of minutes in a month during which the applicable module of the Softeon WMS Software is unavailable, measured from the time of notification from Customer that the Softeon WMS Software is unavailable, until the matter is remedied and closed in IFS's problem reporting log and is available for Customer's use and access. Downtime does not include (a) Scheduled Downtime; (b) unavailability due to maintenance requested by Customer; (c) Downtime with a duration of two minutes or less, (d) Excluded Incidents, and (e) unavailability resulting from Customer's actions, infrastructure or any other element outside of IFS's control.
- 6.7 "Enhancements" means a functional change made by IFS to improve or enhance the SaaS Services, e.g., to implement new capability and address legal requirements. Enhancements are compatible with the applicable Current Release designated by IFS.
- 6.8 "Excluded Incident" has the meaning given above.
- 6.9 "False Alarm" has the meaning given above.
- 6.10 "Fix" means a correction to a Defect or a Security Vulnerability in the SaaS Services. Fixes are compatible with the applicable Current Release designated by IFS.
- 6.11 "GA or General Availability" means the release to market or general availability of a Release of a SaaS Services product.
- 6.12 "Incident" has the meaning given above.
- 6.13 "Outage" means the elapsed net-resolution time during which it is not possible to log-in to the applicable environment by any user, as determined by IFS or the cloud platform vendor from automated health monitoring and system logs, due to a failure in the cloud Platform. The duration of an Outage is measured on a net-resolution time basis from which the accumulated time for all Clock-Stop Events related to the Outage will be deducted, until the Outage has been temporarily or permanently resolved.
- 6.14 "Scheduled Downtime" means any period of scheduled maintenance used to perform any necessary changes, including any period scheduled by the cloud platform vendor. Scheduled Downtime comprises: (a) planned and scheduled maintenance periods as this policy; (b) Customer initiated downtime (c) where necessary, scheduled additional maintenance windows, as agreed with Customer, to implement Customer-approved changes; and (d) cloud platform maintenance operations (scheduled by the cloud platform vendor with notice provided approximately one week in advance).

- 6.15 "Service Restoration" means action taken by IFS to assist the Customer to bring the SaaS Services back to being available for productive use.
- 6.16 "Software Documentation" The reference on-line manual produced by IFS describing the function of, and provided together with, the SaaS Services. It does not include any general descriptions, collateral, training material or other materials not included in the on-line manual.
- 6.17 "Release" means a version of the SaaS Services designated by IFS as a "release" made GA, typically containing new functionality, a cumulative set of Fixes and Enhancements, as well as potential architectural changes.
- 6.18 "Resolution" has the meaning given above.
- 6.19 "Resolution Action" for Support Tickets, a Resolution or action plan for Resolution.
- 6.20 "Primary Users" has the meaning given above.
- 6.21 "Support Hours" has the meaning given above.
- 6.22 "Support Ticket" has the meaning given above.
- 6.23 "Update" means a cumulative set of Fixes and Enhancements for a Release of a SaaS Services product. Updates are compatible with a specific Release of the SaaS Services as designated by IFS and released in accordance with the currently applicable IFS release schedule.
- 6.24 "Upgrade(s)" means an upgrade from one Release of the SaaS Services to another, which requires a project assignment separately agreed in writing between the Parties. Such a project assignment may include implementation services, migration of Customer data, and other related professional services.