

Support and Maintenance Policy

This policy specifies the support and maintenance for the Licensed Software in the Hosted System. Standard support and maintenance provisions apply to all available support programs, except as expressly indicated otherwise. Terms defined in the Copperleaf Software as a Serviced Agreement shall apply to this Support and Maintenance Policy, other terms being defined in this policy.

A. STANDARD SUPPORT

SM1. HOURS AND DAYS

Throughout, “hours” and “days” are counted within the Support Hours, as defined in SM2.3 below.

SM2. SUPPORT AND MAINTENANCE

SM2.1. Support contacts. Copperleaf will provide technical support on the Licensed Software in response to requests from Client’s designated support contacts (“Support Contacts”). Client shall designate at least one (1) and not more than three (3) Support Contacts by providing written notice to Copperleaf and Client may change Support Contacts by providing further notices from time to time.

SM2.2. Ticket requests. Support ticket requests may be logged at any time through Copperleaf’s online support portal (“Support Ticket”):

- Copperleaf shall assist Client to evaluate and classify Support Ticket requests and determine their route to Resolution or where applicable, Service Restoration.
- Copperleaf shall analyse documented and re-producible Defects.
- Where the route to Resolution is by way of a software update, this is made available by Copperleaf through a Release or an Update as applicable.

SM2.3. Support hours. “Support Hours” is the period from 9 a.m. (09:00) to 5 p.m. (17:00) during the working week of the physical country and time zone named in the applicable Order Form. Where the physical country named in the Order Form has more than one time zone, the central time zone is utilized. Where the physical country named in the Order Form has an even number of time zones, the easternmost of the two central time zones is used. Copperleaf, at its sole discretion, may choose to perform some activities outside the Support Hours.

SM2.4. Maintenance. Copperleaf shall provide the following maintenance services for the Hosted System and/or Licensed Software when made available via the Hosted System:

- (a) Outage notification for application-driven outages.
- (b) Provisioning of the Hosted System.
- (c) Apply operating system updates.
- (d) Administer operating system licenses.
- (e) Schedule and update regular anti-virus scans.
- (f) Install Resolutions and Updates. Resolutions are made solely for the purpose of the applicable Current Release and Copperleaf does not warrant conformity with other Releases of the Licensed Software or any other software. The implementation of new Releases of the Licensed Software may require Client 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.

- (g) Install and update the Oracle software.
- (h) Administer the Oracle database licenses.
- (i) Schedule and administer twice daily, offsite, encrypted backups of the Client Data (to be stored for not less than 90 days).
- (j) Monitor the Licensed Software application uptime and resource usage.
- (k) Notify Client of any outage windows required for maintenance at least five (5) days in advance of the outage unless the outage is required on an emergency basis and such notice is not practical.
- (l) Maintain all required third-party relationships required for Copperleaf to provide the Hosted System, as well as associated Client Data backup services and required infrastructure software licenses in good standing.
- (m) Services for support in respect of any third-party software will be provided by Copperleaf only where agreed and specified in the applicable Order Form for such services; Any Resolution of defects in such third-party software will be of the same nature and extent as Copperleaf receives from the applicable third-party software vendor, subject to this Support and Maintenance Policy and / or any separately agreed terms.

SM2.5. Exclusions

Maintenance does not cover without limitation:

- (a) Services provided under any other program or service;
- (b) Upgrades; or
- (c) Resolution of reported defects which result from:
 - (i) third-party software or hardware that is not within Copperleaf's control,
 - (ii) any modification including Value Framework code modifications and report template modifications, made by Client or Client agents, including Value Framework Developer Users,
 - (iii) the combination of the Licensed Software with another non-Copperleaf product or products provided by Client, or
 - (iv) use of the Licensed Software or Hosted System by Client which is not in accordance with the Documentation.

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 Client and Copperleaf and on payment of applicable fees and charges.

SM2.6. Target response times. Support Ticket initial target response times are set out in the table below:

Priority Level	Target initial response time
1 (Critical)	2 Hours
2 (High)	4 Hours
3 (Medium)	24 Hours
4 (Low)	80 Hours
5 (Planning)	180 Hours

SM2.7. **Hosting Environment Backup and Disaster Recovery**

Hosting Environment Backup and Disaster Recovery	
Action	Target recovery time
Disaster Recovery through Backup Restoration Restoration of Hosting Environment from most recent successful backup in either the same or a secondary data center.	Recovery Time: One (1) day Backup snapshot frequency: 12 hours

SM3. DEFECTS

SM3.1. Incident. An identified Defect, Outage or other event impacting the performance of the Hosted System or Licensed Software.

SM3.2. Resolution. Copperleaf will use commercially reasonable efforts to provide a Resolution to Defects submitted by Client. A “Resolution” is a Fix, Update or other solution, circumvention or software re-start by Copperleaf to resolve an 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 Copperleaf may, from time to time, copy snapshots of the Hosted System or Licensed Software to Copperleaf’s development and test environments.

SM3.3. In all cases, target resolution times are predicated on the assumption that the reported Defects: (i) are not excluded pursuant to section SM2.5, and (ii) are reproducible by Copperleaf in the Hosted System.

SM3.4. “Customer Induced-Issue” is an issue arising out of any of the following:

- Specifications, instructions or incomplete or erroneous information or input provided by Client;
- Client’s use of services, hardware, software, integrations, extensions or interfaces not forming part of the Licensed Software or services;

- Issues caused by inadequate sizing or bandwidth in Client's systems or delays or failures in Client's network or on-line connectivity;
- The Licensed Software 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 Copperleaf documentation or otherwise directed by Copperleaf in writing;
- Breach by Client or otherwise caused by Client or any third party acting on its behalf;
- 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 Copperleaf in writing.

SM3.5. 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 Licensed Software or other elements outside Copperleaf's reasonable control. Copperleaf will have no responsibility for any False Alarm. Client understands that any work performed by Copperleaf in regards of any False Alarm may involve additional charges, whether or not the Support Ticket is successfully resolved. Copperleaf will notify the Client without undue delay when the relevant Copperleaf resource realises that a Support Ticket constitutes a False Alarm.

SM3.6. Target resolution times. Target resolution times are specified in the table below:

"Priority Level"	Description	Target Time – Resolution or Action Plan Provided
1 (Critical)	<p>System or Service Down.</p> <p>The affected Instance is offline or has severe disruptions, potentially due to security issues or applications malfunction.</p> <p>This hinders critical business tasks with no available workaround.</p> <p>This can apply to Production, Critical Non-Productive environments, deployment errors, data corruption, or critical security vulnerabilities.</p> <p>To qualify as P1, a skilled Client-side resource is needed to work with Copperleaf.</p>	One (1) Day
2 (High)	<p>Service Degraded for Business-Critical Function.</p> <p>The affected Instance experiences significant service reduction or application performance issues without causing data loss.</p> <p>No acceptable workaround exists.</p> <p>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.</p>	Two (2) Days
3 (Medium)	<p>Service Warning But Not Critical.</p> <p>The affected Instance is operational at, or close to, a normal level of service, but is at risk of failure or with a productivity issue that causes inconvenience. A sensible, agreed workaround exists.</p>	Fourteen (14) Days
4 (Low)	Routine Non-Business Critical.	Twenty-one (21) days

	Any issues with insignificant or no operational impact on service performance, but which requires routine effort to provide a resolution.	
5 (Planning)	Planned Action Or Cosmetic. All other issues that are not covered by Priority Levels 1 to 4 above.	Twenty-one (21) 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 Copperleaf resources, required Client actions to support Resolution, and date / time for next and subsequent updates. Targets are not commitments.

“Clock Stop Event” is the elapsed time during which any of the following events persists:

- Waiting for the Client to provide a necessary and requested response, input, assistance or approval.
- The existence of network issues or other elements outside Copperleaf’s reasonable control.
- For Clients with Hosted Systems:
 - o Scheduled Downtime.
 - o Existence of an Excluded Incident.

“Excluded Incident” is an Incident that is:

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

SM4. RELEASES

- SM4.1. Whilst Client is entitled to Support and Maintenance, Client shall be entitled to Releases made available by Copperleaf incorporating Resolutions to Defects and/or Enhancements to the Licensed Software. Extensions shall be included in the Licensed Software if explicitly agreed in writing.
- SM4.2. Copperleaf will make available a semi-annual software Releases.
- SM4.3. If a Release contains Enhancements to the Licensed Software, those Enhancements shall be included as components of the Licensed Software at no additional cost to Client.
- SM4.4. If a Release contains:
 - (a) Enhancements to existing modules that are not included in the Licensed Software, or
 - (b) new modules that are not added or included in the Licensed Software, Client shall not use such functionality unless such modules are purchased by Client.
- SM4.5. Copperleaf shall only install Releases to the Licensed Software in the Client’s Hosting Environments as agreed between Copperleaf and Client, including a mutually agreeable

outage window to accommodate installation of the Release. It is the Clients responsibility to test Releases in advance of the Scheduled Downtime.

SM5. RELEASE LIFE

Releases of the Licensed Software will be supported for not more than eighteen (18) months following the Release becoming GA. Defect Resolution may require Client to deploy a new Release.

SM6. UPDATES

SM6.1. Copperleaf reserves the right, from time to time, to change its standard provisions in this Support and Maintenance Policy, provided that any change will not materially reduce the level of support and maintenance specified in the Support and Maintenance Policy.

SM7. GLOSSARY OF TERMS

- SM7.1. "Clock-Stop Event" has the meaning give in SM3.7
- SM7.2. "Configurations" means such capabilities in the Licensed Software to individually tailor the application, consisting of configurations and personalizations as offered in the standard software. Configurations excludes extensions.
- SM7.3. "Current Release" means the latest Release offered by Copperleaf for general commercial distribution and other currently supported Releases as designated by Copperleaf in the applicable then current Copperleaf policy.
- SM7.4. "Customer-Induced Issue" has the meaning give in SM3.4.
- SM7.5. "Defect" means a software defect in the Licensed Software, which consists of a nonconformity between the unmodified software and its applicable functional specifications, which for the Licensed Software are set forth in the Software Documentation.
- SM7.6. "Enhancements" means a functional change made by Copperleaf to improve or enhance the Licensed Software, e.g., to implement new capability and address legal requirements. Enhancements are compatible with the applicable Current Release designated by Copperleaf.
- SM7.7. "Excluded Incident" has the meaning given in SM3.7.
- SM7.8. "False Alarm" has the meaning given in SM3.6.
- SM7.9. "Fix" means a correction to a Defect or a Security Vulnerability in the Licensed Software. Fixes are compatible with the applicable Current Release designated by Copperleaf.
- SM7.10. "GA or General Availability" means the release to market or general availability of a Release of a Licensed Software product.
- SM7.11. "Incident" has the meaning given in SM3.1.
- SM7.12. "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 Copperleaf 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.

- SM7.13. “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) Client initiated downtime (c) where necessary, scheduled additional maintenance windows, as agreed with Client, to implement Client-approved changes of the Hosted System; and (d) Cloud platform maintenance operations (scheduled by the cloud platform vendor with notice provided approximately one week in advance).
- SM7.14. “Service Restoration” means action taken by Copperleaf to assist the Client to bring the Licensed Software back to being available for productive use.
- SM7.15. “Software Documentation” The reference on-line manual produced by Copperleaf describing the function of, and provided together with, the Application Software. It does not include any general descriptions, collateral, training material or other materials not included in the on-line manual.
- SM7.16. “Release” means a version of the Licensed Software designated by Copperleaf as a “release” made GA, typically containing new functionality, a cumulative set of Fixes and Enhancements, as well as potential architectural changes.
- SM7.17. “Resolution” has the meaning given in SM3.2.
- SM7.18. “Resolution Action” for Support Tickets, a Resolution or action plan for Resolution.
- SM7.19. “Support Contacts” has the meaning given in SM2.1.
- SM7.20. “Support Hours” has the meaning given in SM2.3.
- SM7.21. “Support Ticket” has the meaning given in SM2.2.
- SM7.22. “Update” means a cumulative set of Fixes and Enhancements for a Release of a Licensed Software product. Updates are compatible with a specific Release of the Licensed Software as designated by Copperleaf and released in accordance with the currently applicable Copperleaf release schedule.
- SM7.23. “Upgrade(s)” means an upgrade from one Release of the Licensed Software to another, which requires a project assignment separately agreed in writing between the Parties. Such a project assignment may include implementation services, migration of Client data, and other related professional services.