



## 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.

**"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"**).

**"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.

**"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 all Elemica clients of the Service, 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 for all Elemica clients.

**"Severity Level 2 (Significant)"** means an Incident where major functionality is impacted or significant performance degradation is experienced causing a high impact to a significant amount of Elemica clients. Such Incident is persistent and affects a significant number of Elemica clients and/or major functionality. No result workaround available.

**"Severity Level 3 (Less Significant)"** means an Incident that is routine technical issue or a bug affecting a small number of Elemica clients or 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, reporting is not functioning in a Service.

**"Support Services"** means the support services for the Service provided by Elemica under the terms set forth herein, but do not include Enhancement Requests. Support Service levels include Standard and Premium which are described herein and in the Support Services Comparison table set forth herein. Client's level of Support Services shall be determined by the level of Support Services that such Client has procured or is otherwise entitled to. 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; or (c) 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. 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.

**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. 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 Support Services Comparison Table) for the Client to report Incidents and receive assistance and for Elemica to receive Alerts. If Client elects to have Platinum Support Services, 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.

**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 Support Service Comparison Table including, response time, update frequency, etc.



**4.7 Client's Obligations.** Support Services under these Support Terms 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) Proactive Support.**

- i. Preventative Actions.** Elemica communicates with Client on Client actions that may be required in the future such as reminding Client of an expiring certificate.
- ii. Priority Support.** Incidents are treated in a priority manner versus Standard Support Services clients.
- iii. Expedited Outage Messaging.** Elemica will text Client with emergency Incidents in addition to normal and standard alerting.
- iv. Event Based Alerts.** Certain Alerts can be sent directly to the Client in addition to Elemica to enhance responsiveness to business operations issues.
- v. Priority Incident Tracking.** Enhanced communication, tracking and documentation of certain Incidents including daily updates.

**(b) Reporting Suite.**

- i. Ticket Volume.** Report showing Client's tickets associated with Incidents over a certain time period.
- ii. Support Activity.** Report showing Clients interaction with Elemica Client Support over a certain time period.
- iii. Aged Backlog.** Report showing the age of Client's tickets associated with Incidents over a certain time period.
- iv. Time To Respond.** Report showing the time that elapsed for Elemica to respond to Incidents.

**(c) Support Relations.**

- i. SRM.** Elemica will appoint a Support Relations Manager (SRM) who will be the central contact point for all Support Services. Elemica may change the Support Relations Manager at any time upon written notice to Client. The responsibilities of the Support Services Manager can be: (1) main contact for matters related to the Support Services; (2) manage 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; (5) maintain and foster the relationship between Elemica and the Client with regard to the Services; and (6) assist the Client with standard training and documentation on the Services.
- ii. Weekly Operations Meeting.** Weekly meeting with Client to review open Incidents, ongoing projects, assistance in prioritizing Incidents and presenting reports from the Reporting Suite.
- iii. Quarterly On Site Visits.** SRM will be available to meet with Client at Client's location up to once per quarter at Elemica's cost.
- iv. Quarterly Leadership Meeting.** SRM and a member of Elemica leadership to meet with Client to discuss relationship and future prospects.

**(d) Customized Support**

- i. Emergency Phone Line.** Dedicated phone line to be used by Premium Clients for Severity 1 Incidents.
- ii. Impact Matrix.** Customized list detailing Client's trading partner activity with regard to Incidents and Elemica's protocol.
- iii. 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
- iv. 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.



Support Service Comparisons Table		
	Standard	Premium
Pricing	Included	Upcharge
Phone and Email Support	Yes	Yes
Coverage Hours	1:30AM-6PM EST*	24x7
Target Initial Response Time for		
Severity 1 Incidents	4 hrs	1 hr
Severity 2 Incidents	8 hrs	1 hr
Severity 3 Incidents	24 hrs	3 hrs
Incident Update Frequency		
Severity 1 Incidents	12 hrs	4 hrs
Severity 2 Incidents	Daily	8 Hrs
Proactive Support		
Monitoring Alerts	Yes	Yes
Preventive Actions	No	Yes
Priority Support	No	Yes
Expedited Outage Messaging	No	Yes
Event Based Alerts	No	Yes
Priority Incident Tracking	No	Yes
Reporting		
Incident Root Cause (Severity 1 and 2)	For an Additional Fee	Yes
Reporting Suite	For an Additional Fee	Yes
Support Relations		
Support Relationship Manager	No	Yes
Weekly Operations Meeting	No	Yes
Quarterly Site Meeting	No	Yes
Quarterly Leadership Meeting	No	Yes
Customized Support		
Personalized Communications During Incidents, RCAs	No	Yes
Emergency Phone Line	No	Yes
Impact Matrix	No	Yes
Customized Training	No	Yes
Online Client Service Portal	Yes	Yes, Multi-Company

Hrs means hours during Coverage Hours. \* Only Monday to Friday, excluding Elemica company holidays.