

## MUNVO SUPPORT TERMS AND CONDITIONS

Munvo will provide Support on supported versions and releases of Munvo software in accordance with the following **"Terms and Conditions"**. These Terms and Conditions may be updated by Munvo from time to time, at its sole discretion. If updated, the revised terms will be posted on Munvo's website and Munvo will notify the customer by revising the "last updated" date at the top of the Terms and Conditions.

### 1. DEFINITIONS

- 1.1. In these Terms and Conditions, the following capitalized terms and expressions have the following meanings:

**"Support"** means the support services provided by Munvo. Support consists of either Standard Support or Premier Support.

**"Standard Support"** means the standard Support provided by Munvo, available during Munvo business hours (Monday to Friday, 8 a.m. to 5 p.m. Eastern Time) and provided to all customers that have paid their software license fees in accordance with their applicable software license agreements. In certain license agreements not based on Munvo's Master License Agreement, Standard Support may be referred to as "Maintenance Services". To the extent such agreements refer to Maintenance Services, in these Terms and Conditions, Maintenance Services shall be referred to as Standard Support.

**"Premier Support"** means additional support services provided in addition to Standard Support, consisting of 24/7 availability for any Issue (as defined below) of Severity Level 1. Premier Support is subject to additional fees, which will be set forth in the customer's order form.

### 2. SERVICE DESK

The Support service desk shall operate as follows:

- 2.1 **Issue Response and Resolution.** Munvo shall assist the customer to recover from an interruption or reduction in functionality of the software (each, an **"Issue"**), subject to these Terms and Conditions. Support will be performed remotely, unless agreed otherwise by the parties in writing. Any onsite Support will be invoiced on a time and material basis agreed to by the parties.
- 2.2 **Issue Communication.** If the customer encounters an Issue, the customer must contact the Support service desk, sufficiently define the Issue, and reasonably classify the initial Severity Level in accordance with Section 3.3 or 4.3, as applicable. To the extent that Munvo disagrees with any Severity Level classification provided by the customer, Munvo will promptly advise the customer of the revised Severity Level classification. Any Munvo revision of the Severity Level classification will be final and conclusive.
- 2.3 **Maintenance Window.** Munvo will use commercially reasonable efforts to schedule maintenance that may require software interruption or that may impact software operation during hours other than 9 a.m. to 5 p.m. in the customer's local time zone, as determined by the address provided by the customer in the applicable order form.

### 3. STANDARD SUPPORT

The Support service desk shall be available as follows for Standard Support customers:

- 3.1 **Accessibility.** The Support service desk shall be accessible to the customer via the following channels:

- By email; and
- By opening a web ticket via the service desk support portal.

### 3.2 Hours of Operation.

- The Support service desk’s hours of operation for Standard Support customers are Monday to Friday from 8 a.m. to 5 p.m. Eastern Time, excluding Canadian and Quebec statutory holidays, for Issues of Severity Level 1 to 4 (see table in Section 3.3 below). For Issues of Severity Level 1 to 4, if an Issue arises outside of Munvo business hours, Munvo’s initial response will occur at the earliest on the next business day, within the amount of business hours indicated in the table below.

### 3.3 Severity Levels & Response Times.

Severity Level	Description	Targeted Initial Response Time	Channel
<b>Level 1 – Critical</b>	Issue results in a complete loss of service. The software is unavailable for production use. There is no acceptable work-around.	Within 1 business hour	Email, web ticket
<b>Level 2 – Urgent</b>	Issue results in an important loss of service. A major feature or functionality of the software is unavailable with no acceptable work-around; however, production use of the software can continue.	Within 2 business hours	Email, web ticket
<b>Level 3 – Important</b>	Issue results in a minor loss of service. A non-critical feature or functionality of the software is affected; a work-around exists and production use of the software can continue.	Within 4 business hours	Email, web ticket
<b>Level 4 – Minor</b>	Issue does not affect the ability to use the software nor any functionality of the software. It is an inconvenience and a work-around is not required.	Within 1 business day	Email, web ticket

## 4. PREMIER SUPPORT

The Support service desk shall be available as follows for Premier Support customers:

4.1 **Accessibility.** The Support service desk shall be accessible to the customer via the following channels:

- By email;
- By opening a web ticket via the service desk support portal; and
- By telephone.

#### 4.2 Hours of Operation.

- The Support service desk's hours of operation are Monday to Friday from 8 a.m. to 5 p.m. Eastern Time, excluding Canadian and Quebec statutory holidays, for Issues of Severity Level 2 to 4 (see table in Section 4.3 below). For Issues of Severity Level 2 to 4, if an Issue arises outside of Munvo business hours, Munvo's initial response will occur at the earliest on the next business day, within the amount of business hours indicated in the table below.
- For Premier Support customers, the service desk is available 24x7 for any Issue of Severity Level 1 (see table in Section 4.3 below).

#### 4.3 Severity Levels & Response Times.

Severity Level	Description	Targeted Initial Response Time	Channel
<b>Level 1 – Critical</b>	Issue results in a complete loss of service. The software is unavailable for production use. There is no acceptable work-around.	Within 1 hour	Phone, email, web ticket
<b>Level 2 – Urgent</b>	Issue results in an important loss of service. A major feature or functionality of the software is unavailable with no acceptable work-around; however, production use of the software can continue.	Within 2 business hours	Email, web ticket
<b>Level 3 – Important</b>	Issue results in a minor loss of service. A non-critical feature or functionality of the software is affected; a work-around exists and production use of the software can continue.	Within 4 business hours	Email, web ticket
<b>Level 4 – Minor</b>	Issue does not affect the ability to use the software nor any functionality. It is an inconvenience and a work-around is not required.	Within 1 business day	Email, web ticket

### 5. CUSTOMER OBLIGATIONS

- 5.1 **Designated Contacts.** The customer will appoint 2 individuals within the customer's organization to serve as primary contacts between the customer and Munvo with regards to Support and Issue requests. The customer must initiate all Issue requests through these contacts.
- 5.2 **Reasonable Assistance.** The customer will provide Munvo with reasonable access to all necessary personnel to answer questions regarding Issues reported by the customer, as well as access to all necessary information and resources related to such Issues. If any information, resources, work requirements or decisions to be made by the customer are delayed, Munvo will not be responsible for the consequences of such delays.
- 5.3 **Issue Resolution.** If the solution to an Issue is available in a new version or release of the software and the customer has not yet migrated to or installed the new version or release, the customer will be

required to undertake the necessary migration or installation and no further Support related to the Issue in question will be provided by Munvo until such time as the migration or installation has occurred. The customer will be responsible for migrating or installing, as applicable.

5.4 **Good Standing.** The provision of Support by Munvo is contingent upon the customer's performance of its payment and other obligations under its applicable license agreement.

6. **LIMITATIONS.** The commitments made by Munvo in these Terms and Conditions are subject to the force majeure and exclusion provisions in the applicable license agreement. Additionally, the scope of Support under these Terms and Conditions may be limited by:

- The failure of the customer's equipment and/or IT systems; or
- Internet service provider failures or delays.