

## SUPPORT POLICY FOR SMARTX CLOUD SERVICES

This Support Policy for Smartx Cloud Services is part of an Agreement for certain Smartx Cloud Services (“Agreement”) between SMARTX and Customer.

### SUPPORT AND SUCCESS PLAN SERVICES

As part of SMARTX’s Support approach, which provides a consistent support experience for Cloud Services and on-premise solutions, SMARTX offers the following support level: SMARTX Enterprise Support, cloud editions. SMARTX Enterprise Support, cloud editions is included in the subscription fees for Smartx Cloud Services stated in the Order Form unless alternative support terms are specified in the Supplemental Terms for the Cloud Service.

#### 1. SCOPE OF THE SUPPORT AND SUCCESS PLAN SERVICES

Capitalized Terms are further defined in the table below. The support services are available in English language, unless stated otherwise.

**1.1 Enterprise Support, cloud editions:** Foundational engagement support with focus on customer interaction and issue resolution.

<b>SMARTX Enterprise Support, cloud editions</b>	
<b>Mission Critical Support</b>	
<b>24x7 Mission Critical Support for P1 and P2 issues (English only)</b>	✓
<b>Non-Mission Critical Support for P3 and P4 issues during business hours (English only)</b>	Monday to Friday 8 am to 6 pm (USA-EST Time Zone), excluding local holidays
<b>Customer Interaction Center 24x7</b>	✓ (as stated below)
<b>Global Support Backbone</b>	✓
<b>Online Ticket Management</b>	✓
<b>Learning and Empowerment</b>	
<b>Access to remote SMARTX support content and services, e.g., Tutorial Videos</b>	✓
<b>Release Update Information</b>	Self-service through web and community
<b>Collaboration</b>	
<b>SMARTX Support Advisory Services</b>	✓
<b>Support via web and platform for social business collaboration</b>	✓
<b>Innovation and Value Realization</b>	
<b>Product Roadmap Update Information</b>	Self-service through web

#### 2. CUSTOMER INTERACTION CENTER LANGUAGES

SMARTX Support provides initial telephone contact for Customer Contacts through the SMARTX one support e-mail address” Page: <https://support.Smartxtechnology.com>) in the following languages: English (available 24 hours all weekdays) and Portuguese and Spanish (during Latin America office hours). Issues which lead to a support case which is processed by specialized technical support engineers around the world or any support by a third party are in English only.

#### 3. CONTACTING SUPPORT

Beginning on the effective date of a customer’s agreement for Cloud Services, that customer may contact SMARTX’s support organization as the primary point of contact for support services.

For contacting SMARTX’s support organization, the current preferred contact channel for SMARTX Enterprise Support, cloud editions is the SMARTX Support Portal at <https://support.Smartstechnology.com>, unless otherwise set forth in the table below.

SMARTX Cloud Service	Contact Channels
SMARTX HUB	<p>Embedded in the applicable SMARTX Cloud Service: For end-users: The “Help Center”, accessible from every screen,</p> <p>For <b>Named Contacts</b>: The “Customer Center” support team accessible from <a href="http://support/smartstechnology.com">http://support/smartstechnology.com</a>.</p>

Customers that have an assigned Support Expert may contact them directly for solution expertise support.

#### 4. CUSTOMER RESPONSE LEVELS

SMARTX responds to submitted support cases (also referred to as “case”, “incident”, or “issue”) as described in the table below.

Priority	Definition	Response Level
<b>P1</b>	<p><b>Very High:</b> An incident should be categorized with the priority "very high" if the problem has very serious consequences for normal business processes or IT processes related to core business processes. Urgent work cannot be performed.</p> <p>This is generally caused by the following circumstances:</p> <ul style="list-style-type: none"> <li>- A productive service is completely down.</li> <li>- The imminent system Go-Live or upgrade of a production system cannot be completed.</li> <li>-The customer's core business processes are seriously affected.</li> </ul> <p>A workaround is not available for each circumstance. The incident requires immediate processing because the malfunction may cause serious losses.</p>	<p><b>Initial Response:</b> Within one hour of case submission.</p> <p><b>Ongoing Communication:</b> Unless otherwise communicated by SMARTX Support, once every hour.</p> <p><b>Resolution Target:</b> SMARTX to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within four hours.</p>
<b>P2</b>	<p><b>High:</b> An incident should be categorized with the priority "high" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SMARTX service that are required immediately.</p>	<p><b>Initial Response:</b> Within four hour of case submission.</p> <p><b>Ongoing Communication:</b> Unless otherwise communicated by SMARTX Support, once every six hour.</p> <p><b>Resolution Target:</b> SMARTX to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within three business days.</p>

<b>P3</b>	<b>Medium:</b> An incident should be categorized with the priority "medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the SMARTX service.	<b>Initial Response:</b> Within one business day of case submission for SMARTX Enterprise Support, cloud edition customers, and within four business hours of case being received for SMARTX. <b>Ongoing Communication:</b> Unless otherwise communicated by SMARTX Support, once every three business days for Non-Defect Issues and ten business days for product defect issues.
<b>P4</b>	<b>Low:</b> An incident should be categorized with the priority "low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the SMARTX service that are not required daily, or are rarely used.	<b>Initial Response:</b> Within two business days of case submission for SMARTX Enterprise Support, cloud editions customers and within one business day of case submission to SMARTX <b>Ongoing Communication:</b> Unless communicated by SMARTX Support, once every week.

The following types of incidents are excluded from customer response levels as described above: (i) incidents regarding a release, version and/or functionalities of Smartx Cloud Services developed specifically for customer (including those developed by SMARTX Custom Development and/or by SMARTX subsidiaries, or individual content services); (ii) the root cause behind the incident is not a malfunction, but missing functionality (“development request”) or the incident is ascribed to a consulting request (“how-to”).

**4.1** Support does not include Customization backward compatibility. Smartx allows Customers to develop their own custom integrations using the system Application Programming Interfaces (APIs) or to engage Smartx to develop for them. Smartx will make the effort to minimize any changes to the API between Releases. In case changes do occur, support does not cover assistance in updating the integration (unless specifically purchased separately). If Customer requests additional training, consulting or development consultation, it will have to purchase those services from the Smartx Integration Group.

**4.2** Support does not include System outage that is caused by maintenance that was performed by or on behalf of the Customer on Smartx, system or any system that Smartx integrates with such as AUTO-ID infrastructure without first consulting with Smartx. Smartx Products allow Customers to upgrade their infrastructure, however, before any update on any Smartx system or any system that integrates with Smartx the Customer should first consult with Smartx to verify that the applicable Smartx Product is compatible with the requested change. In case the Customer did not follow the recommendation above, and System outage resulted, it will have to purchase services to fix it at the Customer’s sole cost and expense.

## 5. CUSTOMER’S RESPONSIBILITIES

**5.1 Customer Contact.** In order to receive support hereunder, Customer will designate at least two and up to five qualified English speaking contact persons (each a “Customer Contact”, “Designated Support Contact”, “Authorized Support Contact”, “Key User” or “Application Administrator” – system administrator roles within

specific Cloud Services) who are authorized to contact or access the Customer Interaction Center, SMARTX Support Advisory Services and Mission Critical Support services.

The Customer Contact is responsible for managing all business-related tasks of the Cloud Service related to Customer's business, such as:

- (i) Support end users and manage their incidents. This includes searching for known solutions in available documentation and liaising with SMARTX support in the event of new problems;
- (ii) Manage background jobs and the distribution of business tasks across users (if available);
- (iii) Manage and monitor connections to Customer's third-party systems (if available);
- (iv) Support the adoption of the Cloud Service.

**5.2 Contact Details.** Customer will provide contact details (in particular, e-mail address and telephone number) through which the Customer Contact or the authorized representative of the Customer Contact can be contacted at any time. Customer will update its Customer Contacts for an SMARTX Cloud Service through the SMARTX Support Portal at <https://support.Smartxtechnology.com> or the respective contact channel mentioned in section "Contacting Support" above. Only authorized Customer Contacts may contact SMARTX's support organization.

**5.3 Cooperation.** To receive support services, Customer will reasonably cooperate with SMARTX to resolve support incidents, and will have adequate technical expertise and knowledge of its configuration of the Smartx Cloud Services to provide relevant information to enable SMARTX to reproduce, troubleshoot and resolve the experienced error such as e.g. reference ID, issue examples, screenshots.

## **6. Exclusions from Support**

Support does not include:

(a) In-Depth Training. Responses to Support Tickets which are in the nature of training in that the Customer is requesting extensive discussion or explanation of basic system usage and/or topics covered in Smartx's Training Classes. Such requests will be referred to Smartx's training or professional services departments;

(b) Customization Assistance. Smartx Products may enable customization using the unique customization tools provided within such products or using another product, such as a software development kit. Any other modifications to a Smartx Product is not authorized and could result in the termination of (a) any remaining warranty, (b) Smartx's obligation to provide Support, and (c) the related Software Agreement. Support does not include assistance in developing, debugging, testing or any other application customization for modifications made by Customer, even if a permitted modification. Those services, if available, must be purchased separately from Smartx's professional services group;

(c) Assistance on Third Party Products. Issues related to the installation, administration, and use of enabling technologies such as databases, computer networks, and communications systems. If Smartx separately agrees to provide technical support services for such third party products, then such services will be provided under the terms of separate agreements and not under this Policy;

(d) Customer's Environment Issues (Problems due to defects in the environment in which the Smartx Products are installed.) If Smartx concludes that an Error being reported by Customer is due to defects in such environment, then Smartx will so notify Customer. Additional assistance to address such issues will be provided by Smartx, if at all, pursuant to a separate arrangement with Smartx's professional services group for an additional fee.

(e) Maintenance or repair of hardware or other equipment belongs to Customer;

(f) Maintenance or modifications to any software, whether such software is required for the use of the Main System and or the Agent or not; and

(g) Service required due to your misuse of the Main System and/or the Agent or alterations or modifications thereof that were not authorized or performed by Us (including any modification to the database definitions, data structure or data integrity). Upon your request, Smartx Technology shall review any modifications to the Main System and/or the Agent made by Customer to determine whether such modifications invalidate Smartx' rights or instructions. Smartx shall confirm its determination to Customer promptly in writing. You will be charged with Special Support Fee for such Smartx' review and determination.

**7. CAPITALIZED TERMS**

Below are further explanations of the capitalized terms used above:

<b>Customer Interaction Center 24x7</b>	Units within SMARTX’s support organization that customers may contact for general support related inquiries through the described contact channels.
<b>End-to-end Supportability</b>	Support for incidents that occur in integrated business scenarios consisting of Smartx Cloud Services and / or both Smartx Cloud Services and other SMARTX products with a valid support agreement.
<b>Global Support Backbone</b>	SMARTX's knowledge database and SMARTX’s extranet for knowledge transfer on which SMARTX makes available content and services to customers and partners of SMARTX only. The Global Support Backbone also includes the SMARTX Support Portal at <a href="https://support.smartxtechnology.com">https://support.smartxtechnology.com</a>
<b>Go-Live</b>	Go-Live marks the point in time from when, after set-up of the SMARTX Cloud Services for a customer, the Smartx Cloud Services can be used by that customer for processing real data in live operation mode and for running that customer’s internal business operations in accordance with its agreement for such SMARTX Cloud Services.
<b>Local Time Zone</b>	A customer’s local time zone, depending on where the customer is headquartered.
<b>Mission Critical Support</b>	Global incident handling by SMARTX for issues related to support hereunder with P1 and P2, including Service Level Agreements for Initial Response, Ongoing Communications and Resolution Targets (as set forth in the above table for Response Levels).
<b>Non-Defect Issue</b>	A reported support case that does not involve a defect in the applicable SMARTX Cloud Service and does not require engineering / development or operations personnel to resolve.
<b>Support Expert</b>	A specific SMARTX customer representative (often referred to as Customer Success Manager) that is assigned to Customers as the primary contact for ongoing management, to provide support case oversight, technical guidance and mentorship, customer-specific information on release updates and guidance on adoption and usage.
<b>Product Roadmap Update Information</b>	Product roadmaps SMARTX makes generally available to customers as part of customer support. Product Roadmap Update Information is provided for informational purposes only, and SMARTX does not commit to providing any future products, features or functionality as described in the Product Roadmap Update Information.
<b>Release Update Information</b>	Generally available documented summaries, webinars and videos provided by SMARTX to inform and instruct customers on new product release changes.
<b>Workaround</b>	Workaround is a relief from the experienced behavior that may be customer-specific and/or temporary in nature, until a Permanent Fix is available.
<b>Named Contacts</b>	Customer shall designate two (2) of its full-time employees as contacts: one (1) primary and one (1) backup (each a “Named Contact”), to serve as liaisons with Smartx’s support group. Prior to being designated as a Named Contact, each person must successfully complete Smartx’s then-specified “Required Training for Named Contacts.” The designated Named Contacts shall be the sole liaisons between Smartx’s support group and Customer for all Support. Customer shall provide reasonable advance written notice to Smartx whenever Named Contact responsibilities are transferred to another individual. Customer may add up to three (3) additional Named Contacts for an additional fee.