



## TRACKWISE DIGITAL SUBSCRIPTION CARE SUPPORT

This Subscription Care Support Policy (“Subscription Support Policy”) is entered into between Sparta Systems Inc. (“Sparta”), with offices at 2000 Waterview Drive, Suite 300, Hamilton, NJ 08691 (“Sparta”) and the Customer or Subscriber (“Subscriber”) identified in the TrackWise Digital Services Agreement (“Agreement”) or Order Form. Sparta and Subscriber are from time to time each referred to herein as a “Party” and collectively as the “Parties”. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement, respectively.

### Policy

Accordingly, Sparta agrees to provide Subscription Support Services in accordance with this Subscription Support Policy which may be modified by Sparta from time to time in its sole discretion and issued in writing or posted on Sparta’s website, provided however that any such modified Subscription Support Policy shall not apply until the start of the Renewal Term. In case of any inconsistency between the terms and conditions of the applicable then-current Subscription Support Policy and the Agreement, the terms and conditions of the applicable then-current Subscription Support Policy shall prevail.

### GENERAL TERMS AND CONDITIONS

#### 1. Definitions.

In addition to the terms elsewhere defined in the Agreement, the following terms used in this Subscription Support Policy will have the following meanings:

- 1.1. **“Subscriber Community”** means the secure, online Subscriber login facility providing Support Case creation, status updates, and access to the online knowledgebase.
- 1.2. **“Error”** means a verifiable and reproducible failure of the Services to conform to the applicable Documentation.
- 1.3. **“Error Correction”** means any modification or addition to the Services, delivered within a Release and/or Fix, which brings the Services into material conformity with the Documentation.
- 1.4. **“Fix”** means a hot-fix designed to correct an Error or a work-around, bypass, or patch supplied by Sparta, or implementation of an operational procedure or routine by Subscriber to diminish or avoid the practical adverse effect of an Error.
- 1.5. **“Public Holidays”** means the days when the Sparta support centers are closed in observance of a holiday. The list of days can be found in the Subscriber Community.
- 1.6. **“Release(s)”** means a subsequent release of the Services, which Sparta generally makes available to Subscribers currently subscribed to subscription services. Releases may contain, but are not limited to security fixes, critical patch updates, general maintenance releases, selected functionality, and Documentation updates.
- 1.7. **“Subscription Support Services”** means the technical support services as set forth in the Subscription Support Policy, which Subscriber may purchase pursuant to a mutually agreeable Order Form between the Parties.



1.8. **“Support Case”** means a single, reproducible issue or reproducible problem with the operation of the Services as classified within Section 3.1 herein.

1.9. **“Supported Contact”** means the contact(s) identified by Subscriber to be the representative who will work directly with Sparta support staff.

**2. Subscription Support Service Plans and Availability.**

	<b>Subscription Care Support*</b>	<b>Subscription Care Support – Plus*</b>
Business Hours**	09:00 - 17:00 – Local Time Greenwich Mean Time (“GMT”)  Within North America (PST, MST, CST and EST <sup>1</sup> )  Japan Standard Time (“JST”)	<b>24x5***</b>
Days of Operation	Monday – Friday (Excluding Public Holidays)	Monday – Friday (Excluding Public Holidays)
Releases	Upon Availability	Upon Availability
Subscriber Community Access	Yes	Yes
Access to Knowledge Base	Yes	Yes
Online Case Creation	Yes	Yes
Email Support	Yes	Yes
Telephone Support	No****	<b>Yes</b>
Initial Response Time	Twenty-four (24) hours	<b>Based on Severity (see table within 3.1)</b>
Supported Contacts	Two (2)	<b>Up to Five (5)</b>

\*The Order Form will indicate the selected or eligible Subscription Support Services Plan a Subscriber is entitled to receive.

\*\*Requests for Subscription Support Services outside these times will be responded to within the maximum initial response time listed below, on the following business day.

\*\*\*24x5 means 9:00 am JST Monday – 8:00pm EST Friday.

\*\*\*\* Telephone Support is supplied for the first full anniversary year beginning on the Effective Date of the Agreement.

2.1. If Subscriber requires additional support services, not identified herein, such as technical account management, configuration, training or installation, such services shall be provided pursuant to a separately signed statement of work.

2.2. Support Cases must be reported to Sparta via the dedicated email address or Subscriber Community. Provided a Subscriber is subscribed to Subscription Care Support – Plus, Subscriber may utilize the Sparta telephone numbers identified below.

<sup>1</sup> PST – Pacific Standard Time; MST – Mountain Standard Time; CST – Central Standard Time; EST – Eastern Standard Time.

**Subscriber Support e-mail:**
[subscriptioncare@spartasystems.com](mailto:subscriptioncare@spartasystems.com)
**Local Telephone Numbers:**

Europe	+ 44 800-098-8533
India	+ 91 800-100-4366
North America	+ 1 800-910-8305
Inside Japan only	+ 81 800-888-8305

**3. Response Times and Escalations.**

- 3.1. Sparta will respond to a Support Case, within the maximum initial response time(s) set forth below. Sparta will determine the severity level of any Support Case in its reasonable discretion.

Support Cases & Initial Response Times		
Severity Level	Maximum Initial Response Time	Description
Severity 1 Support Case	Within two (2) hours	Service is down or unavailable. A Support Case that renders the Services completely inoperable.
Severity 2 Support Case	Within four (4) hours	A Support Case that substantially restricts functional operations of the Services.
Severity 3 Support Case	Within one (1) business day	A Support Case that impairs the performance or functions of the Services.
Severity 4 Support Case	Within two (2) business days	Requests concerning Documentation, enhancements or other administrative matters.

- 3.2. For purposes of escalation of a Support Case, all incoming Support Cases are first received by a tier 1 Sparta support engineer who will first classify the severity level and escalate to a tier 2 support engineer in the event the tier 1 support engineer is unable to resolve the Support Case. If a Support Case is not able to be resolved by a tier 2 support engineer, the Support Case will then be escalated to Subscriber support management. Support Cases which are unable to be resolved by Subscriber support management will then be escalated to Sparta research and development management.
- 3.3. Sparta will use commercially reasonable efforts to resolve Support Cases as soon as reasonably practicable. A Support Case is resolved upon the earlier of the following: (i) the issue or problem is resolved; (ii) if the issue or problem is the result of an Error, the provision of a Fix or Error Correction; (iii) Sparta is able to provide an alternative solution; (iv) Sparta confirms that the issue or problem is not due to an Error or deficiency in the Services; (v) Sparta confirms that the issue or problem is due to a multi-vendor issue; (vi) the Supported Contact requests that Sparta close the Support Case; or (vii) the Support Case has been left open for three (3) consecutive business days, during which period Sparta has not received a response from the Supported Contact.
- 3.4. Notwithstanding anything herein to the contrary, Sparta will have no obligation to provide Subscription Support Services in connection with a Support Case or operational disruption caused by: (i) use of the Services with software or hardware not designed for use with the operating systems as identified in the system requirements or Documentation; (ii) use of the Services with software or hardware that does not satisfy the minimum system requirements; (iii) changes, modifications, or alterations to the Services not approved in writing by Sparta; (iv) use of the

Services other than in accordance with the Documentation and the Agreement; (v) negligence or intentional misconduct of the Subscriber or its employees and agents or any third party; (vi) connectivity or performance degradation caused by the Subscriber's internet service provider; (vii) any issue or problem that Sparta determines is not due to an Error in the Services (e.g., without limitation, issues or problems caused by stand-alone third party products used in conjunction with the Services).

#### **4. Service Updates.**

Sparta will provide Releases when available and at its discretion. Sparta is under no obligation to develop any future functionality or enhancements. A new Release shall automatically replace the previous Release of the applicable Services. Subscribers are expected to remain current with available Releases.

#### **5. Subscriber's Obligations.**

5.1 The Subscriber shall: (i) not permit or authorize anyone other than Sparta to provide Subscription Support Services; and (ii) cooperate fully with Sparta in the resolution of any Support Case. Subscriber is solely responsible for taking the steps it considers necessary to protect any Subscriber confidential information, including obfuscating data or otherwise guarding such information prior to sending it to Sparta.

5.2 Subscription Support Services may only be obtained by Subscriber and/or an appointed third-party contractor or service provider authorized by Subscriber to perform such services. Sparta's provision of Subscription Support Services shall be provided only through the Supported Contact. Subscriber is solely responsible for communicating and updating all changes to the Supported Contact list to Sparta. Only the Supported Contact may report a Support Case. The Supported Contact shall: (i) exhibit the practical, technical knowledge and skill required to administer the system. Sparta reserves the right, at Sparta's sole discretion and at Licensee's expense, based on historical Support Case metrics, to request Supported Contacts to successfully complete the training courses specific to the application associated to the annual subscription or pass the Accreditation exam(s) available for the annual subscription; (ii) serve as the internal contact for Authorized Users and coordinate communications within the Subscriber environment; (iii) maintain records on behalf of Subscriber for Subscription Support Services; (iv) serve as the contact(s) with Sparta on all matters relating to Subscription Support Services; (v) be responsible for providing information and support, as requested by Sparta, to assist in the diagnosis, analysis, and resolution of Support Cases; (vi) provide direct support to their Authorized Third-Party User(s) who have been granted use on behalf of Subscriber; and (vii) have, maintain and create new Support Cases through a valid email address issued by the Subscriber. All Subscription Support Services shall be provided in the English language only. If payment of any fees owed to Sparta are overdue by more than thirty (30) days, Sparta may suspend performance until such delinquency is resolved.

5.3 When reporting Support Cases, Subscriber must provide Sparta with the information listed below:

- Subscriber's ID number
- A detailed description of the issue
- All investigation steps performed
- All supporting documentation (i.e. screen shots errors, display issue, etc.)
- Steps taken to resolve the issue (if applicable)