

## SPARTA CARE POLICY FOR TRACKWISE® SOFTWARE

This Sparta Care Policy (this “**Support Policy**”) sets out the terms and conditions of the Sparta Systems, Inc. (“**Sparta**”) maintenance and technical support services program for Sparta TrackWise® software products licensed under a TrackWise license agreement between Sparta and the “Licensee” or “Company” identified therein (“**Company**”) (the “**Agreement**”). Sparta and Company are from time to time referred to herein individually as a “**Party**” and together as the “**Parties**”. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Support Policy, the terms of this Support Policy shall control. Upon Company’s satisfaction of all payment obligations, Sparta shall provide Maintenance and Support Services to Company as described in this Support Policy.

### 1. Definitions.

As used in this Support Policy, the following capitalized terms have the following meanings. Capitalized terms used and not defined in this Support Policy shall have the respective meanings set forth in the Agreement.

- 1.1. “**Community Portal**” means the Sparta online password-controlled web portal (currently located at <https://spartasystems.force.com/customercommunity>) providing Support Case creation, status updates, and access to the Documentation and Sparta’s online knowledge base for registered TrackWise Digital subscribers.
- 1.2. “**Error**” means a verifiable and reproducible failure of the Software to conform to the applicable Documentation.
- 1.3. “**Error Correction**” means any modification or addition to the Software, delivered within a Release and/or as a fix or patch, or a work-around, procedure or routine designed to diminish or avoid the practical adverse effect of an Error, which brings the Software into substantial conformity with the Documentation.
- 1.4. “**Maintenance**” means a new Major Release, Minor Release or Point Release of the Software.
- 1.5. “**Major Release**” means a major evolutionary shift in the Software denoted by the numeral to the left of the decimal point (e.g., Major Release 10.0 compared to Major Release 11.0).
- 1.6. “**Minor Release**” means an incremental development in the Software denoted by the numeral to the right of the decimal point (e.g., Minor Release 10.1 compared to Minor Release 10.2).
- 1.7. “**Public Holidays**” means the days when the Sparta support centers are closed in observance of a holiday. The list of days can be found on the Community Portal.
- 1.8. “**Point Release**” means a service release noted by the second numeral to the right of the decimal point Release (e.g., Point Release 10.2.1 compared to Point Release 10.2.2).
- 1.9. “**Release**” means a Major Release, Minor Release and/or a Point Release of the Software which Sparta makes generally available to its customers who are currently subscribed to Sparta Care for the applicable Software. A “Release” shall not include new or separate products which Sparta offers only for an additional fee.
- 1.10. “**Software**” means the object code version of Sparta’s proprietary on-premise TrackWise® computer software products to which Company actually purchases a license(s) under one or more Order Forms and all Releases, Error Corrections and patches thereto. For purposes of this Support Policy only, “Software” includes third party software product(s) incorporated in the Software and to which Company actually purchases a license from or through Sparta under one or more Order Forms for use in

conjunction with the Software (“**Third Party Software**”); provided, that the terms and conditions of support and maintenance for Third Party Software may be subject to terms and conditions established by the applicable licensor.

- 1.11. “**Sparta Care**” means the Maintenance and Support Services set forth in this Support Policy (except that for any Post-Mainstream Technical Support term purchased by Company pursuant to Section 4.4 below, Sparta Care means only Post-Mainstream Technical Support as defined in that Section, notwithstanding anything to the contrary).
- 1.12. “**Support Case**” means a single reproducible issue or reproducible problem with the Software as classified pursuant to Section 3.1 below.
- 1.13. “**Support Services**” means the technical support services for the Software set forth in this Support Policy.
- 1.14. “**Supported Contact(s)**” means the contact(s) identified by Company to be its authorized representative(s) who will work directly with Sparta support staff.

## 2. Support Services Coverage and Hours.

Support Services Hours and Number of Supported Contacts	
Hours of Operation (“Business Hours”)	24 hours per day on Business Days, local time based on Company’s location
Days of Operation (“Business Days”)*	Monday – Friday (excluding Public Holidays) local time based on Company’s location
Supported Contacts per Application / Database Instance	Two (2) Supported Contacts for the first 200 Concurrent Users One (1) additional Supported Contact per each additional 200 Concurrent Users  Subject to a maximum of five (5) Supported Contacts

\*Requests for Support Services outside the relevant Business Days will be responded to within the applicable maximum initial response time listed in the table in Section 3.1 below, calculated starting at the beginning of the following Business Day.

- 2.1. During each Sparta Care term: (a) Company may receive off-site Support Services during Business Hours through the dedicated telephone number, email address or web based customer portal identified in Section 2.3; and (b) should Sparta make new Releases generally available, Sparta will make such Releases available to Company without any additional fees. Company is responsible for the installation of any Release.
- 2.2. Consulting Services are out-of-scope. If Company requires services not included in this Support Policy, such as technical account management, configuration, training or installation, such services must be purchased by Company pursuant to a separate mutually signed Statement of Work setting forth the Consulting Services to be performed by Sparta and the corresponding Fees to be paid by Company.
- 2.3. Support Cases must be reported to Sparta via the Community Portal or the dedicated Sparta Support Services telephone number or email address set forth below.

**Customer Support e-mail:**

[spartacare@spartasystems.com](mailto:spartacare@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 Escalation.**

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

Support Case Severity Level	Maximum Initial Response Time	Severity Level Description
Severity 1	Within two (2) hours during Business Days	The Software is completely inoperable to all Users, with no workaround available.
Severity 2	Within four (4) hours during Business Days	Major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects many Users and/or major functionality. No reasonable workaround available.
Severity 3	Within one (1) Business Day	Software performance issue or bug affecting some but not all Users. Short-term workaround is available, but not scalable.
Severity 4	Within two (2) Business Days	An inquiry not related to an Error, such as requests for Documentation or media; information on application capabilities, navigation or configuration; 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 Sparta support engineer if 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 Sparta support management. Support Cases which are unable to be resolved by Sparta 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 earliest of the following: (a) the issue or problem is resolved; (b) if the issue or problem is the result of an Error, the provision of an Error Correction; (c) Sparta provides an alternative solution; (d) Sparta confirms that the issue or problem is not due to an Error or technical problem in the Software; (e) Sparta confirms that the issue or problem is due to an interoperability issue with, or any functionality of, third-party software (other than Third Party Software); (f) if the Support Case is attributable to Third Party Software, Sparta logs a support request with the provider of such Third Party Software; (g) the Supported Contact requests that Sparta close the Support Case; or (h) 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 to the contrary, Sparta will have no obligation to provide Support Services in connection with a Support Case or operational disruption caused by: (a) use of the Software with software or hardware not designed for use with the operating systems as identified in the Documentation; (b) use of the Software with software or hardware that does not satisfy the minimum Software system requirements as identified in the Documentation; (c) changes, modifications or alterations to the Software or any database not made by Sparta; (d) Company's installation, implementation, use, operation or configuration of the Software other than in accordance with the

Documentation and the Agreement; (e) failure to install or implement, or follow Sparta's instructions for installing or implementing, Releases, Error Corrections or patches; or (e) any action or inaction on the part of Company or any User that is not in accordance with the Agreement and the Documentation.

- 3.5. The Support Services shall not include: (a) IT infrastructure management; (b) database administration, optimization, tuning and/or management; and/or (c) unsupported integration with third party software.
- 3.6. If Sparta determines that a reported issue is not an actual Error but rather a lack of desired features or a request for Consulting Services, the request will be channeled to the appropriate Sparta team and, if necessary, an appropriate SOW or other contractual document will be generated.

#### 4. **Sparta Care Terms & Supported Releases.**

- 4.1. **General.** Sparta Care is provided on an Application / Database Instance-by-Application / Database Instance basis and all Software (including all associated User licenses) relating to such Instance. If Company has not purchased Sparta Care for a particular Instance(s), then this Support Policy shall not apply to, and no Maintenance or Support Services shall be used or provided for, such Instance(s).
- 4.2. **Sparta Care Term and Renewal.** Subject to Company's payment of the applicable annual Sparta Care Fees, the initial Sparta Care term shall be for a 12-month period beginning on the Delivery Date of the applicable Software (except as otherwise provided in the Order Form or applicable invoice), and (unless otherwise expressly provided in the Agreement or Order Form, or as otherwise provided in Section 4.4 below with respect to Post-Mainstream Technical Support) shall renew for subsequent 12-month periods unless Company notifies Sparta at least 30 days prior to the last day of the then-current Sparta Care term of its intent not to renew Sparta Care on all Software (including all User licenses) associated with a particular Application / Database Instance. Following a lapse in coverage, Company may reinstate Sparta Care by paying all Sparta Care Fees for the period of time such Software was not under support, at Sparta's then-current rates at the time of reinstatement. Reinstatement of lapsed Sparta Care (including, without limitation, whether due to non-payment or non-renewal by Company) will be at Sparta's sole discretion.
- 4.3. **Mainstream Support Services Period.** As part of Sparta Care, and subject to Company's payment of the applicable annual Sparta Care Fees, Sparta will provide Maintenance and Support Services for a Release (as identified by specific version number) for a period of three years beginning on the date that Sparta makes the specific Release generally available to its customers who are then subscribed to Sparta Care for the applicable Software (the "**Mainstream Period**").
- 4.4. **Post-Mainstream Technical Support.** Post-Mainstream Technical Support (defined below) is available for a Release (as identified by specific version number) for the Release Post-Mainstream Period (defined below). Each Post-Mainstream Technical Support term is one year and does not automatically renew. In order to receive Post-Mainstream Technical Support for a specific Release, Company must purchase it annually in advance, in accordance with the Agreement.

The annual Fee for Post-Mainstream Technical Support shall be (a) for the first year of Post-Mainstream Technical Support, at a rate equal to the Mainstream Support Services Fee Rate plus 3% and (b) for each Post-Mainstream Technical Support renewal term, at a rate equal to the Mainstream Support Services Fee Rate plus 5%. "**Mainstream Support Services Fee Rate**" means the Support Services Fee rate for the applicable Software (including the applicable Third Party Software) for the last year of the Mainstream Period.

"**Post-Mainstream Technical Support**" means the provision by Sparta to Company of assistance with technical issues or concerns relating to the applicable Release. Notwithstanding anything to the contrary, Post-Mainstream Technical Support excludes Maintenance and Error Corrections, provided that during each Post-Mainstream Technical Support term (a) Company may upgrade to the most

recent Point Release at no additional charge and (b) Sparta may, but shall not be obligated to, provide patches to Company for the applicable Release.

**“Release Post-Mainstream Period”** means, with respect to a specific Release, the period of time that Sparta makes Post-Mainstream Technical Support for such Release generally available for purchase by its customers.

## 5. Company’s Obligations.

- 5.1. Company shall cooperate fully with Sparta in the diagnosis, analysis and resolution of any Support Case. Subscriber must make reasonable efforts to resolve an issue before reporting it to Sparta (e.g., by eliminating the possibility of issues in Subscriber’s internet connectivity). Sparta must be able to reproduce errors in order to resolve them. Subscriber shall promptly implement Error Corrections and other patches provided by Sparta.
- 5.2. All information provided by Company or to which Sparta has access as part of a Support Case shall be subject to the applicable confidentiality provisions between the Parties. However, if Company submits information to Sparta that Company does not want Sparta to receive in legible or other discernable format, Company is solely responsible for taking the steps it considers necessary to protect such information, including obfuscating data or otherwise guarding such information prior to sending it to Sparta.
- 5.3. Sparta will provide Maintenance and Support Services only to Company (directly or via an authorized Sparta reseller) and/or Company’s third-party contractor or service provider authorized by Company to obtain such services on behalf of Company. Sparta’s provision of Maintenance and Support Services shall be provided only through a Supported Contact. Company is solely responsible for communicating and updating all changes to the Supported Contact list to Sparta. Only a Supported Contact may report a Support Case. The Supported Contact shall have the practical, technical knowledge and skill required to administer the Software. Sparta reserves the right, at Sparta’s sole discretion and at Company’s expense, based on historical Support Case metrics, to request Supported Contacts to successfully pass the TrackWise Accreditation exam or complete the TrackWise Core Competency Suite training; or, in order to bypass the TrackWise Accreditation exam and TrackWise Core Competency Suite training, Company may engage in Sparta’s Technical Account Management program pursuant to a separate mutually signed Statement of Work setting forth the Technical Account Management Services to be performed by Sparta and the corresponding Fees to be paid by Company. The Supported Contact shall also: (a) serve as the internal contact for Company’s authorized Users of the Software and coordinate communications within the Company environment; (b) maintain records on behalf of Company for Maintenance and Support Services; (c) serve as the contact(s) with Sparta on all matters relating to Maintenance and Support Services; (d) be responsible for timely providing information and support, as requested by Sparta, to assist in the diagnosis, analysis and resolution of Support Cases; (e) have, maintain and create new Support Cases through a valid email address issued by Company; (f) provide direct support to Company’s authorized third-party User(s) who have been granted the right to access and use the Software by and on behalf of Company; and (g) inform Sparta when new Releases, Error Corrections or patches have been applied. All Support Services shall be provided in the English language only.
- 5.4. When reporting Support Cases, Company must provide Sparta with the information listed below:
  - Company’s ID number
  - Release number of Software in use
  - A detailed description of the issue
  - Environment(s) affected
  - All investigation steps performed
  - All supporting documentation (e.g., log files, screen shots of errors, display issue, etc.)
  - Existing defect number (if applicable)

- Steps taken to resolve the issue (if applicable)

5.5. If Company requests support via remote access, Company shall ensure that a functioning system enabling such access to Company's technical equipment is installed (subject to Company's reasonable security measures and policies) and that satisfactory communication between the Parties' computer systems is possible. Company shall be solely responsible for protecting and backing up its equipment, software and data prior to any such access. Sparta disclaims all liability in connection with remote access support.

## 6. Support Policy Updates.

Sparta may update this Support Policy from time to time at its sole discretion. Any such updated Support Policy will be posted at <https://www.spartasystems.com/legal> and/or on the Community Portal.

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