

TRACKWISE DIGITAL® SUBSCRIPTION CARE SUPPORT POLICY

This Subscription Care Support Policy (this “**Support Policy**”) sets out the terms and conditions of the Sparta Systems, Inc. (“**Sparta**”) TrackWise Digital technical support services program, subject to the additional terms and conditions set forth in the applicable written agreement or Order Form between Sparta and the “Subscriber” identified therein that references or attaches this Support Policy (the “**Agreement**”). Sparta and Subscriber 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 the Agreement shall control.

1. Definitions.

Capitalized terms used and not defined in this Support Policy shall have the respective meanings set forth in the Agreement. In addition, as used in this Support Policy:

- 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 TrackWise Digital to conform to the applicable Documentation.
- 1.3. “**Error Correction**” means any modification or addition to TrackWise Digital, 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 TrackWise Digital into substantial conformity with the Documentation.
- 1.4. “**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.
- 1.5. “**Release(s)**” means a subsequent major, minor or point release of TrackWise Digital which Sparta generally makes available to its customers that are currently subscribed to TrackWise Digital, and any type of Error Correction. A “Release” shall not include new or separate modules or processes which Sparta offers only for an additional fee.
- 1.6. “**Support Services**” means the technical support services set forth in this Support Policy.
- 1.7. “**Support Case**” means a single, reproducible issue or reproducible problem with the operation of TrackWise Digital as classified pursuant to Section 3.1 below.
- 1.8. “**Supported Contact(s)**” means the contact(s) identified by Subscriber to be its authorized representative(s) who will work directly with Sparta support staff.
- 1.9. “**TrackWise Digital**” means Sparta’s TrackWise Digital software-as-a-service modules and processes (including Releases thereto) to which Subscriber actually purchases a subscription under one or more Order Forms. TrackWise Digital was formerly known as 123Compliance; references in this Support Policy to TrackWise Digital also mean 123Compliance if so described in the Agreement. In addition, for purposes of Sections 2, 3 and 5 below, references to TrackWise Digital include the online service provided by salesforce.com, inc. (or its applicable subsidiary) on which TrackWise Digital is implemented and any other applicable underlying hosting service.

2. Subscription Care Support Service Plans.

	Subscription Care Support*	Subscription Care Support – Plus*
Hours of Operation (“Business Hours”)	<u>Local time based on Subscriber’s location**</u> For EMEA Subscribers: 0900 - 1700 GMT on EMEA Business Days For Subscribers in the Americas: 0900 – 2000 ET on Americas Business Days For Subscribers in Asia Pacific: 0900 – 1700 JT on Asia Pacific Business Days	24x5***
Days of Operation (“Business Days”)****	Monday – Friday (excluding Public Holidays) local time	Monday – Friday (excluding Public Holidays)***
Releases	Upon availability	Upon availability
Community Portal Access	Yes	Yes
Access to Knowledge Base	Yes	Yes
Online Support Case Creation	Yes	Yes
Email Support	Yes	Yes
Telephone Support	Yes	Yes
Initial Response Time	Based on Severity (see table in 3.1)	Based on Severity (see table in 3.1)
Supported Contacts	Up to two (2)	Up to five (5)

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

**GMT = Greenwich Mean Time, ET = Eastern Time, JT = Japan Time.

***24x5 Monday – Friday means 9:00 a.m. JT Monday – 8:00 p.m. ET Friday, excluding Public Holidays.

****Requests for Support Services outside the relevant Business Hours 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. Subject to the terms and conditions of the Agreement and the applicable Order Form(s), Sparta will provide technical support services for TrackWise Digital during the term of Subscriber’s TrackWise Digital subscriptions as set forth in this Support Policy.
- 2.2. Consulting Services are out-of-scope. If Subscriber requires services not included in this Support Policy, such as technical account management, configuration, training or installation, such services shall be provided pursuant to a separately signed Statement of Work.
- 2.3. Support Cases must be reported to Sparta via the dedicated Sparta Support Services email address set forth below or via the Community Portal. In addition, if Subscriber is subscribed to Subscription Care Support – Plus, Subscriber may utilize the Sparta telephone numbers identified below.

Subscriber Support e-mail:

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 Escalation.

3.1. Sparta will respond to a 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 Cases & Initial Response Times			
Support Case Severity Level	Subscription Care Support Maximum Initial Response Time	Subscription Care Support – Plus Maximum Initial Response Time	Severity Level Description
Severity 1	Within two (2) hours during Business Days	Within two (2) hours during Business Days	TrackWise Digital is down, or is unavailable or completely inoperable to all Users, with no workaround available.
Severity 2	Within one (1) Business Day	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 three (3) Business Days	Within one (1) Business Day	TrackWise Digital performance issue or bug affecting some but not all Users. Short-term workaround is available, but not scalable.
Severity 4	Within three (3) Business Days	Within two (2) Business Days	An inquiry not related to an Error, such as requests for Documentation; 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 TrackWise Digital; (e) Sparta confirms that the issue or problem is due to an interoperability issue with, or any functionality of, third-party software or services that are not included within TrackWise Digital; (f) the Supported Contact requests that Sparta close the Support Case; or (g) 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 TrackWise Digital with

software or hardware not designed for use with the operating systems as identified in the Documentation; (b) use of TrackWise Digital with software or hardware that does not satisfy the minimum TrackWise Digital system requirements as identified in the Documentation; (c) changes, modifications or alterations to TrackWise Digital not made by Sparta; (d) Subscriber's implementation, use, operation or configuration of TrackWise Digital other than in accordance with the Documentation and the Agreement, including any failure to implement or follow Sparta's instructions for implementing an Error Correction; (e) any action or inaction on the part of Subscriber or any User that is not in accordance with this Agreement and the Documentation; (f) connectivity or performance degradation caused by Subscriber's internet service provider; (g) any issue or problem that Sparta determines is not due to an Error in TrackWise Digital, such as, without limitation, issues or problems caused by third party products used in conjunction with TrackWise Digital (including any salesforce.com AppExchange products and custom applications, Microsoft, Google and the providers of various internet browsers) or issues or problems caused by Subscriber's computer hardware, software or telecommunications equipment; (h) any other circumstances beyond Sparta's reasonable control, including, for example, a Force Majeure Event; or (i) permitted suspensions under the Agreement. Downtime for planned or emergency maintenance is not considered a Support Case.

- 3.5. 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. TrackWise Digital Releases.

Sparta will provide Releases when available and at its discretion. Sparta is under no obligation to develop any future functionality or enhancements. Subscribers must ensure its TrackWise Digital instances are operating with a Release that was made available by Sparta within the preceding twelve (12) months.

5. Subscriber's Obligations.

- 5.1 Subscriber must contact Sparta (and not salesforce.com) for all Support Services. Sparta must be able to reproduce errors in order to resolve them. Subscriber shall: (a) not permit or authorize anyone other than Sparta to provide Support Services; and (b) cooperate fully with Sparta in the diagnosis, analysis and resolution of any Support Case, including, if agreed by the Parties on a case-by-case basis, by providing Sparta with temporary remote access to Subscriber's TrackWise Digital instance for such purposes. 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). Subscriber shall promptly implement Error Corrections.
- 5.2 All information provided by Subscriber 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 Subscriber submits information to Sparta that Subscriber does not want Sparta to receive in legible or other discernable format, Subscriber 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 Support Services may only be obtained by Subscriber and/or Subscriber's third-party contractor or service provider authorized by Subscriber to obtain such services on behalf of Subscriber. Sparta's provision of Support Services shall be provided only through a Supported Contact. Subscriber 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: (a) have the practical technical knowledge and skill required to administer TrackWise Digital; Sparta reserves the right, at Sparta's sole discretion and Subscriber's expense, based on historical Support Case metrics, to request Supported Contacts to successfully complete the training courses specific to the TrackWise Digital modules and processes included in Subscriber's then-current TrackWise Digital subscription or to pass the relevant accreditation exam(s) available for such modules and processes; (b) serve as Subscriber's internal

contact for Subscriber's authorized Users and coordinate communications within the Subscriber environment; (c) maintain records on behalf of Subscriber for Support Services; (d) serve as the contact(s) with Sparta on all matters relating to Support Services; (e) be responsible for timely providing information and support, as requested by Sparta, to assist in the diagnosis, analysis and resolution of Support Cases; (f) provide direct support to Subscriber's authorized third-party User(s) who have been granted the right to access and use TrackWise Digital by and on behalf of Subscriber; and (g) have, maintain and create new Support Cases through a valid email address issued by the Subscriber. All Support Services shall be provided in the English language only.

5.4 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 of errors, display issue, etc.)
- Steps taken to resolve the issue (if applicable)

6. Support Policy Updates.

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