



## HONEYWELL LIFE SCIENCES APPLICATIONS SUITE SUBSCRIPTION CARE SUPPORT POLICY

This Honeywell Life Sciences Applications Suite Subscription Care Support Policy (this “**Support Policy**”) sets out the terms and conditions of the Sparta Systems, Inc. (“**Sparta**”) Honeywell Life Sciences Applications Suite (“**HLSAS**”) 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 “**Customer**” identified therein that references or attaches this Support Policy (the “**Agreement**”). Sparta and Customer 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 HLSAS subscribers.
- 1.2. “**Error**” means a verifiable and reproducible failure of HLSAS to conform to the applicable Documentation.
- 1.3. “**Error Correction**” means any modification or addition to HLSAS, 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 HLSAS 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 HLSAS which Sparta generally makes available to its customers that are currently subscribed to HLSAS, 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 HLSAS as classified pursuant to Section 3.1 below.
- 1.8. “**Supported Contact(s)**” means the contact(s) identified by Customer to be its authorized representative(s) who will work directly with Sparta support staff.
- 1.9. “**HLSAS**” means Sparta’s HLSAS software-as-a-service modules and processes (including Releases thereto) to which Customer actually purchases a subscription under one or more Order Forms. In addition, for purposes of Sections 2, 3 and 5 below, references to HLSAS include the online hosting service provided by Amazon Web Services (“AWS”).

## 2. Subscription Care Support Service Plans.

	Subscription Care Support*	Subscription Care Support – Plus*
Hours of Operation (“Business Hours”)	<p><u>Local time based on Customer’s location**</u></p> <p><u>For EMEA Customers:</u> 09:00 – 17:00 GMT on EMEA Business Days</p> <p><u>For Customers in the Americas:</u> 09:00 – 17:00 ET on Americas Business Days</p> <p><u>For Customers in Asia Pacific:</u> 09:00 – 17:00 JT on Asia Pacific Business Days</p>	<b>24x5***</b>
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)	<b>Up to five (5)</b>

\*The Order Form will indicate the selected or eligible Subscription Care Support Services Plan a Customer 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 HLSAS during the term of Customer’s HLSAS subscriptions as set forth in this Support Policy.
- 2.2. Consulting Services are out-of-scope. If Customer 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 Customer is subscribed to Subscription Care Support – Plus, Customer may utilize the Sparta telephone numbers identified below.

**Customer Support e-mail:**[spartacare@honeywell.com](mailto:spartacare@honeywell.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.

<b>Support Cases &amp; Initial Response Times</b>			
<b>Support Case Severity Level</b>	<b>Subscription Care Support Maximum Initial Response Time</b>	<b>Subscription Care Support – Plus Maximum Initial Response Time</b>	<b>Severity Level Description</b>
Severity 1	Within two (2) hours during Business Days	Within two (2) hours during Business Days	HLSAS 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	HLSAS 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 HLSAS; (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 HLSAS; (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 HLSAS with software or hardware not designed for use with the operating systems as identified in the Documentation; (b) use of HLSAS with software or hardware that does not satisfy the minimum HLSAS system requirements as identified in the Documentation; (c) changes, modifications or alterations to HLSAS not made by Sparta; (d) Customer's implementation, use, operation or configuration of HLSAS 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 Customer or any User that is not in accordance with this Agreement and the Documentation; (f) connectivity or performance degradation caused by Customer's internet service provider; (g) any issue or problem that Sparta determines is not due to an Error in HLSAS, such as, without limitation, issues or problems caused by third party products used in conjunction with HLSAS (including any salesforce.com AppExchange products and custom applications, Microsoft, Google and the providers of various internet browsers) or issues or problems caused by Customer'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. HLSAS Releases.**

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

#### **5. Customer's Obligations.**

- 5.1 Customer must contact Sparta (and not AWS) for all Support Services. Sparta must be able to reproduce errors in order to resolve them. Customer 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 Customer's HLSAS instance for such purposes. Customer must make reasonable efforts to resolve an issue before reporting it to Sparta (e.g., by eliminating the possibility of issues in Customer's internet connectivity). Customer shall promptly implement Error Corrections.
- 5.2 All information provided by Customer 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 Customer submits information to Sparta that Customer does not want Sparta to receive in legible or other discernable format, Customer 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 Customer and/or Customer's third-party contractor or service provider authorized by Customer to obtain such services on behalf of Customer. Sparta's provision of Support Services shall be provided only through a Supported Contact. Customer 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 HLSAS; Sparta reserves the right, at Sparta's sole discretion and Customer's expense, based on historical Support Case metrics, to request Supported Contacts to successfully complete the training courses specific to the HLSAS modules and processes included in Customer's then-current HLSAS subscription or to pass the relevant accreditation exam(s) available for such modules and processes; (b) serve as Customer's internal contact for Customer's authorized Users and coordinate communications within the Customer environment; (c) maintain records on behalf of Customer 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 Customer's authorized third-party User(s) who have been granted the right to access and use HLSAS by and on behalf of Customer; and (g) have, maintain and create new Support Cases through a valid email address issued by the Customer. All Support Services shall be provided in the English language only.
- 5.4 When reporting Support Cases, Customer must provide Sparta with the information listed below:
- 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 Community Portal.

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