

Support Services Terms

The following terms (the "Support Services Terms") are made part of the Software License Terms and Conditions (the "License Agreement") entered into between Customer and Service Provider by executing a Quote, referencing agreement, or any other agreement ("Referencing Agreement"). These Support Services Terms supplements the terms of the License Agreement, the Referencing Agreement and any other applicable documents referenced therein (collectively, the "Agreement"). Any capitalized term used but not defined in these Support Services Terms shall have the meaning ascribed to it in the License Agreement.

1. DEFINITIONS

- 1.1. **"Advanced Support"** means the Advanced level of Support as set out in Section 4.
- 1.2. **"Business Day"** means a day in which banking institutions are open for business in Quebec, Canada.
- 1.3. **"Business Hours"** means 8am to 5pm EST, Monday through Friday, excluding statutory holidays in Quebec.
- 1.4. **"Enterprise Support"** means the Enterprise level of Support as set out in Section 6.
- 1.5. **"Initial Response Time"** means the time period in which the assigned support resource shall provide Customer with an initial acknowledgement in response to an Issue reported by Customer.
- 1.6. **"Issue"** means a failure of the Software to substantially conform to the functional specifications set forth in the Documentation.
- 1.7. **"Major Release"** means, unless otherwise specified by Service Provider for a particular product, a release in which the version number to the left of the first decimal point increases (e.g., 2.1 to 3.1).
- 1.8. **"Minor Release"** means, unless otherwise specified by Service Provider for a particular product, a release of the Software in which the version number to the right of the first decimal point increases (e.g., 2.1 to 2.2).
- 1.9. **"Performance Analysis"** means in-depth analysis of Customer's system performance to identify optimization opportunities and maximize return on investment from the Software.
- 1.10. **"Personalized Technical Profile"** means a customized technical profile of Customer's specific system environment maintained by Service Provider to enable faster and more accurate support delivery.
- 1.11. **"Premium Support"** means the Premium level of Support as set out in Section 5.
- 1.12. **"Quarterly Status Review"** means quarterly health checks and status reviews conducted by Service Provider to help Customer optimize performance and plan ahead.

- 1.13. **"Software"** means the certain software program(s) identified in the Referencing Agreement.
- 1.14. **"Standard Support"** means the Standard level of Support as set out in Section 3.
- 1.15. **"Support"** consists of assistance to customers via the Internet and telephone with respect to use of the Software and to resolve Issues. Support cases are tracked and managed through access to a customer support portal (the "Customer Support Portal").
- 1.16. **"Support Level"** means the specific level of Support (Standard Support, Advanced Support, Premium Support, or Enterprise Support) that has been selected by the Customer in the Referencing Agreement.
- 1.17. **"Technical Account Manager" or "TAM"** means a dedicated support representative assigned to Enterprise Support customers who acts as Customer's advocate within Service Provider, prioritizes Customer's cases, coordinates internal resources, and ensures faster issue resolution.
- 1.18. **"Updates"** means service packs, patches, hot fixes, or workarounds for a particular version of the Software. "Updates" include Minor Releases but excludes any Major Releases or other releases of the Software or any other products that Service Provider, in its sole discretion, licenses separately for an additional fee. Major Releases will be provided according to the Support Level the Customer purchases from Service Provider. All Updates and Major Releases are licensed to Customer and subject to the terms and conditions of the Agreement.
- 1.19. **"Workaround"** means a modification or "patch" for a particular version of the Software, which may be of a temporary or interim nature, to help cure or avoid an Issue.

2. SUPPORT SERVICES

In consideration of the Customer's payment of the applicable fees related to the Support Level, Service Provider agrees to provide the specific Support Level as selected by the Customer in the Referencing Agreement, for the duration of the Subscription Term, and solely for the Software. Customer may upgrade (but not downgrade) its Support Level at any time. The applicable, prorated additional Fees for the remainder of the billing period will be invoiced immediately upon such upgrade. Additional billing periods will reflect the new Fees associated with the upgraded Support Level.

SUPPORT LEVEL COMPARISON

Feature	Standard	Advanced	Premium	Enterprise
Access to 24x7 Online Support Portal	✓	✓	✓	✓
Email, Web, Phone Support	✓	✓	✓	✓
Troubleshoot through video calls	X	✓	✓	✓
Off-hour installation - weekdays	X	X	✓	✓
Off-hour installation – anytime	X	X	X	✓
Server Move	X	X	X	✓

Feature	Standard	Advanced	Premium	Enterprise
Technical Account Manager (TAM)	X	X	X	✓
Quarterly Status Review	X	X	X	✓
Personalized Technical Profile	X	X	X	✓
Performance Analysis	X	X	X	✓
Multi-sites support	X	X	✓	✓
Initial Response Times	✓	✓✓	✓✓✓	✓✓✓✓

3. STANDARD SUPPORT

Standard Support includes the program features that Service Provider makes generally available to its Standard Support customer base, as follows:

3.1. Standard Support Features:

- Access to 24x7x365 Customer Support Portal where customers can log and track cases, explore knowledge base articles, submit feature requests, and access the latest documentation anytime
- Email, web, and phone support for designated Super Users during Business Hours
- Phone support is reserved for designated Super Users to ensure streamlined assistance
- Initial Response Time Goal as set forth in Section 3.2

3.1.1. **Updates.** Service Provider shall supply Customer with Updates and Major Releases for the Software that are released to the general customer base. Such Updates and Major Releases will be provided to Customer at no additional charge. Updates and Major Releases may be delivered via physical media or made available electronically, at Service Provider's discretion.

3.1.2. **Submission of Issues for Resolution.** Customer shall submit to Service Provider via the Customer Support Portal (or if agreed by Service Provider, tickets may be submitted by email to support@cogep.com) and provide all relevant data requested, including, but not limited to: (i) Customer contact information; (ii) Software version; and (iii) a complete description of the Issue and Customer Software environment. Customer shall also provide access to the Customer Software environment so the Issue may be replicated.

3.1.3. **Problem Definition.** Customer shall provide to Service Provider: (i) error messages and indications that Customer received when the Issue occurred; (ii) description of what the user was doing when the Issue occurred; (iii) steps Customer has taken to reproduce the Issue; (iv) steps Customer took to solve the Issue; and (v) any relevant log files.

3.2. **Severity Classification and Support Services Terms Goals.** Issues are classified according to the severity of impact on the use of the Software, according to the chart below. All disputes regarding severity classification will be resolved by Service Provider in its sole discretion.

Standard Support Services Terms Goals

Severity	Impact	Initial Response Time Goal
Business Critical	Production system is down, impacting all applications and associated business systems. No Workaround exists.	< 8 Business Hours (via phone or Customer Support Portal)
Major Service Impact	Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables.	< 2 Business Days
Minor Service Impact	Issue affects non-essential functions or a Workaround exists; Issue impacts system performance but does not prevent core functionality.	< 4 Business Days
General Issue	General product questions relating to development, feature issues, or Documentation.	< 7 Business Days

4. ADVANCED SUPPORT

4.1. **Advanced Support Features.** Advanced Support includes all Standard Support features plus the following additional program features that Service Provider makes generally available to its Advanced Support customer base, as follows:

- Troubleshoot through video calls for live, step-by-step guidance and real-time solution sharing
- Accelerated Initial Response Time Goal as set forth in Section 4.2

4.2. **Severity Classification and Support Services Terms Goals.** Issues are classified according to severity of impact on the use of the Software, according to the chart below. All disputes regarding severity classification will be resolved by Service Provider in its sole discretion.

Advanced Support Services Terms Goals

Severity	Impact	Initial Response Time Goal
Business Critical	Production system is down, impacting all applications and associated business systems. No Workaround exists.	< 4 Business Hours (via phone or Customer Support Portal)
Major Service Impact	Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables.	< 1 Business Day
Minor Service Impact	Issue affects non-essential functions or a Workaround exists; Issue impacts system	< 2 Business Days

Severity	Impact	Initial Response Time Goal
General Issue	performance but does not prevent core functionality. General product questions relating to development, feature issues, or Documentation.	< 4 Business Days

5. **PREMIUM SUPPORT**

5.1. **Premium Support Features.** Premium Support includes all Advanced Support features plus the following additional program features that Service Provider makes generally available to its Premium Support customer base, as follows

- Off-hour installation assistance during weekdays, providing flexibility to schedule software installations and Updates outside regular Business Hours on weekdays to minimize disruption to Customer's operations
- Multi-sites support ensuring consistent, centralized assistance across Customer's multiple locations
- Enhanced Initial Response Time Goal as set forth in Section 5.2

5.2. **Severity Classification and Support Services Terms Goals.** Issues are classified according to severity of impact on the use of the Software, according to the chart below. All disputes regarding severity classification will be resolved by Service Provider in its sole discretion.

Premium Support Services Terms Goals

Severity	Impact	Initial Response Time Goal
Business Critical	Production system is down, impacting all applications and associated business systems. No Workaround exists.	< 2 Business Hours (via phone or Customer Support Portal)
Major Service Impact	Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables.	< 4 Business Hours
Minor Service Impact	Issue affects non-essential functions or a Workaround exists; Issue impacts system performance but does not prevent core functionality.	< 1 Business Day
General Issue	General product questions relating to development, feature issues, or Documentation.	< 2 Business Days

6. **ENTERPRISE SUPPORT**

6.1. **Enterprise Support Features.** Enterprise Support includes all Premium Support features plus the following additional program features that Service Provider makes generally available to its Enterprise Support customer base, as follows:

- Off-hour installation assistance available 24/7, providing maximum flexibility to schedule software installs and updates anytime, including evenings and weekends
- Server move assistance - one supported server move per year dedicated to upgrades, ensuring seamless transitions aligned with best practices
- Technical Account Manager (TAM) providing dedicated advocacy within Service Provider organization
- Quarterly status review providing health checks and status reviews to help optimize performance and plan ahead
- Personalized technical profile tailored to Customer's unique system environment for faster, more accurate support delivery
- Performance analysis providing in-depth analysis to identify optimization opportunities and maximize return on investment
- Priority Initial Response Time Goal as set forth in Section 6.2

6.2. **Severity Classification and Support Services Terms Goals.** Issues are classified according to severity of impact on the use of the Software, according to the chart below. All disputes regarding severity classification will be resolved by Service Provider in its sole discretion.

Enterprise Support Services Terms Goals

Severity	Impact	Initial Response Time Goal
Business Critical	Production system is down, impacting all applications and associated business systems. No Workaround exists.	< 1 Business Hour (via phone or Customer Support Portal)
Major Service Impact	Production system performance is degraded, but operational; Issue affects essential functions and no Workaround exists; or Issue is blocking critical systems tests or deliverables.	< 2 Business Hours
Minor Service Impact	Issue affects non-essential functions or a Workaround exists; Issue impacts system performance but does not prevent core functionality.	< 4 Business Hours
General Issue	General product questions relating to development, feature issues, or Documentation.	< 1 Business Day

7. **ADDITIONAL PROFESSIONAL SERVICES.**
 Any training as well as any other services that are not explicitly included in the Support Level are not provided under support and would require a mutually agreed upon statement of work.

8. **OBLIGATIONS OF CUSTOMER**

- 8.1. **Support Contact.** All communications relating to Support will be supervised, coordinated, and undertaken by no more than two (2) designated contact persons per Customer work-shift who will act as a point of contact between Customer and Service Provider. Each contact must possess or, at Customer's expense, acquire the necessary expertise and training to diagnose and resolve Issues with direction by Service Provider.
- 8.2. **Pre-Call Procedures.** Prior to requesting support from Service Provider, Customer shall comply with all published operating and troubleshooting procedures for the Software. If such efforts are unsuccessful in eliminating the Issue, Customer shall then promptly notify Service Provider of the Issue. Customer shall confirm that the following conditions are true before contacting Service Provider for support:
- 8.2.1. **Reproduction.** If possible, the situation giving rise to the Issue is reproducible in a single supported Software;
- 8.2.2. **Support Representative.** The Customer contact has the technical knowledge regarding the Software, any other software or hardware systems involved, and in the facts and circumstances surrounding the Issue; and
- 8.2.3. **Access.** The entire system, including all software and hardware, is available to the Customer contact without limit during any communication with Service Provider support personnel.
- 8.2.4. **Availability.** If requested and required, Customer must make available to Service Provider a technical representative during Support hours of coverage for all Issues. Service Provider reserves the right to suspend all work relating to any Issues during periods for which the Customer does not provide access to a technical representative or requested data to continue to work on the Issue.
- 8.3. **Remote Connection.** If appropriate, Customer will cooperate with Service Provider to allow and enable Service Provider to perform support services via remote connection using standard, commercially available remote control software. Customer will be solely responsible for instituting and maintaining proper security safeguards to protect Customer's systems and data.
- 8.4. **New Releases.** Customer acknowledges and agrees that Software releases provided by Service Provider pursuant to these Support Services Terms may, in Service Provider's sole discretion, require additional training of Customer's personnel. Such training shall be performed in accordance with Section 7.
- 8.5. **Disclaimer.** Service Provider shall not be responsible for providing Support, Updates, or any other support to the extent that Issues arise because Customer (i) misuses, improperly uses, mis-configures, alters, or damages the Software; (ii) uses the Software with any hardware or software not recommended by Service Provider; (iii) uses the Software at any unauthorized location; (iv) fails to install an Update to the Software if such Update would have resolved the Issue; or (v) otherwise uses the Software in a manner not in accordance with the Agreement.

9. **LIMITATIONS ON SUPPORT SERVICES**

- 9.1. **Non-Compliance Problems.** If Customer notifies Service Provider of a problem and Service Provider correctly determines that the problem is due to Customer's incorrect or improper use of the Software or failure to comply with the terms of these Support Services Terms or the Agreement (as opposed to an Issue with the Software), the resolution of such problem is not covered by Support. However, Service Provider may provide consulting services to correct the problem pursuant to Section 7.
- 9.2. **Release Support Period.** Service Provider shall support the then-current version of the Software and the two (2) immediately preceding Minor Releases of the Software within the same Major Release series. For example, if the then-current version is 3.5, Service Provider will support versions 3.5, 3.4, and 3.3. When Service Provider releases a new Major Release, Customer shall upgrade to such Major Release within twelve (12) months of its general availability. Service Provider shall provide reasonable notice of at least ninety (90) days prior to discontinuing support for any prior Major Release. Service Provider shall have no obligation to provide Support for any version of the Software older than the two (2) immediately preceding Minor Releases from the then-current version within the supported Major Release series. Other versions of the Software will not be supported unless Service Provider and Customer mutually agree otherwise in writing. For the avoidance of doubt, this release support limitation applies to all Support Levels set forth in these Support Services Terms.
- 9.3. **Third-Party Products.** Support does not cover the operation or use of third-party hardware or software or Software modified by any party other than Service Provider or used in any manner in violation of the Agreement or inconsistent with the Documentation.
- 9.4. **Data.** Customer is encouraged to backup data often and to always do so prior to installing any Update. Service Provider will have no responsibility for loss of or damage to Customer's data, regardless of the cause of any such loss or damage.
10. **WARRANTY**

Service Provider warrants all services performed under these Support Services Terms shall be performed in a workmanlike and professional manner.

EXCEPT AS OTHERWISE STATED IN THESE SUPPORT SERVICES TERMS, SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.