

Maintenance and Support Services Agreement

THIS AGREEMENT GOVERNS THE PROVISION OF MAINTENANCE AND SUPPORT SERVICES (WHICH WILL BE REFERRED TO IN THIS AGREEMENT AS THE “SERVICE” OR “SERVICES”) BY XPERTDOC TECHNOLOGIES INC. (“XPERTDOC”) TO A CUSTOMER. THIS AGREEMENT APPLIES TO ANY XPERTDOC SOFTWARE AND PROFESSIONAL SERVICES PURCHASED BY A CUSTOMER, AS IDENTIFIED IN ANY ORDER FORM ENTERED INTO BETWEEN XPERTDOC AND A CUSTOMER.

BY HAVING ENTERED INTO THE ORDER FORM WITH XPERTDOC, CUSTOMER ACKNOWLEDGES HAVING AGREED TO THE TERMS OF THIS AGREEMENT.

1. DEFINITIONS

The following definitions apply to the present Agreement:

- 1.1. **“Additional Services”** means any of the services described in Section 3.1 herein or any services which are not provided herein or included herein or which are outside the scope of the Services described herein that may be requested by Customer from time to time or the provision of any Excluded Services;
- 1.2. **“Agreement”** means the present Maintenance and Support Services Agreement;
- 1.3. **“Annual Maintenance and Support Fees”** means the fees payable by Customer for the provision by Xpertdoc of the maintenance and support services, as set out in any Order Form;
- 1.4. **“Business Hours”** means (i) **in North America (Canada)**: 9:00 to 17:00 (Eastern Time), Monday through Friday, excluding legal holidays in Quebec (Canada) and (ii) **in Europe**: 9:00 to 17:00 (Central European Time), Monday through Friday, excluding legal holidays in Temse (Belgium);
- 1.5. **“Business Days”** means (i) **in North America (Canada)**: Monday through Friday, excluding legal holidays in Quebec (Canada) and (ii) **in Europe**: Monday through Friday, excluding legal holidays in Temse (Belgium);
- 1.6. **“Customer”** means any person, company or legal entity, which has purchased any Xpertdoc product or services, as identified in any Order Form entered into between Xpertdoc and a Customer for an Xpertdoc product or service.
- 1.7. **“Downtime”** means any period of time when Customer is unable to use the Xpertdoc Software or service;
- 1.8. **“Effective Date”** means the Effective Date specified in any Order Form or as otherwise agreed in writing between Xpertdoc and Customer;
- 1.9. **“Escalation Process”** has the meaning ascribed to it in Section 7.4 hereto;
- 1.10. **“Excluded Services”** means those excluded services and support identified in Section 3.1;
- 1.11. **“Incident”** means (i) any single event, (ii) any set of events, that result in Downtime;
- 1.12. **“Order Form”** means the order forms governing the purchases made by Customer and entered into between the Customer and Xpertdoc regarding an Xpertdoc Software or service purchased by Customer, to which the present Agreement applies. Any statement of work regarding the purchase of Professional Services by Customer shall be referred to as an Order Form the purposes hereof;
- 1.13. **“Outage”** means when a power supply or other service is not available or when equipment is closed down.

- 1.14. **“Party”** means individually either Xpertdoc or Customer;
- 1.15. **“Parties”** means collectively, Xpertdoc and the Customer;
- 1.16. **“Premium Support”** means the Premium support services provided by Xpertdoc as Additional Services and as more fully described in Sections 6.1.3 and 7.5 hereto;
- 1.17. **“Premium Support with 24/7 Extended Support”** means the Premium support with 24/7 Extended Support services provided by Xpertdoc as Additional Services and as more fully described in Sections 6.1.4 and 7.6 hereto;
- 1.18. **“Private Hosted Systems”** means the hosting arrangement such that a Customer’s infrastructure, databases, and servers all exist in an exclusive location inaccessible to anyone outside the Customer or Xpertdoc;
- 1.19. **“Priority Level”** means the Priority Level allocated to a Support Request or Incident as more fully described in Section 7.1.2;
- 1.20. **“Professional Services”** has the meaning ascribed to it in Section 3.1 hereto;
- 1.21. **“Representatives”** means the Customer representatives that are appointed as indicated herein and that are responsible for communicating with Xpertdoc in the framework of the Services and in relation to any Service request or Incident;
- 1.22. **“Resolution Time Objectives”** has the meaning ascribed to it in Section 7.3.2 hereto;
- 1.23. **“Response Time Objectives”** has the meaning ascribed to it in Section 7.2.3 hereto;
- 1.24. **“Services”** means the Maintenance and Support Services provided by Xpertdoc to a Customer pursuant to the present Agreement;
- 1.25. **“Service Level Objectives”** means, collectively, the Resolution Time Objectives and the Response Time Objectives;
- 1.26. **“Software”** means any Xpertdoc Software purchased by Customer pursuant to an Order Form;
- 1.27. **“Standard Support Services”** means the standard support services provided by Xpertdoc upon payment by Customer of the Annual Maintenance and Support Fees and as more fully described herein;
- 1.28. **“Support Request”** means any support request or incident notification provided by a Representative of the Customer through the Xpertdoc Support Portal or Xpertdoc Helpdesk, if the Xpertdoc Support Portal is unavailable;
- 1.29. **“Support Request Initial Response”** has the meaning ascribed to it in Section 7.2.2 hereto;
- 1.30. **“System”** means the Software and/or services detailed in any Order Form as-a-whole. For sake of clarity, services or software which are not provided, delivered and installed by Xpertdoc or its subcontractors are not comprised in the definition of the term “System”;
- 1.31. **“Term”** has the meaning ascribed to it in Section 2.1.1 hereto;
- 1.32. **“Xpertdoc’s Helpdesk”** means the Xpertdoc team which will help Customer and Representative upon receipt of the Support Request;

1.33. “Xpertdoc Knowledge Base” has the meaning ascribed to it in Section 6.3 hereto;

1.34. “Xpertdoc Support Portal” has the meaning ascribed to it in Section 6.3 hereto.

2. GENERAL PROVISIONS

2.1. Term

2.1.1. Subject to article 2.1.1, this Agreement shall enter into force on the Effective Date and shall remain in force for the duration of the term indicated in any Order Form (the “Term”);

2.1.2. If prior to the Term the parties agree in writing that that any Order Form is to be renewed or remain in force for a mutually agreed period after the Term, then this Agreement shall remain in force until the expiration of such new term or renewal period.

2.2. Modification to this Agreement

Xpertdoc reserves the right, at any time, at its discretion, to modify or amend this Agreement during the Term of any Order Form to which it applies. Any such modification or amendment to this Agreement shall be communicated by Xpertdoc upon renewal of any Order Form, or at least sixty (60) days before said changes come into effect.

2.3. Fees

In order to be provided the Services, Customer must pay Xpertdoc for the Annual Maintenance and Support Fees, as indicated in any Order Form. Invoicing and Payment terms are provided in the Master Agreement between the Parties.

2.4. Force Majeure

In all cases, neither Party shall be held responsible to the other Party for any omissions, delays or failure in the performance of its obligations or for the non-performance of its obligations, of any type whatsoever, to the extent that such omission, delay or failure or default arises out of a force majeure or an unforeseeable event outside of such Parties control including, namely, without limiting the generality of the preceding, a strike or a partial or total work stoppage, any loss caused by nature, an epidemic, a pandemic, embargo, nuclear disaster, fire, earthquake, flood or other natural disaster, act of war or terrorism, riot, civil unrest, government measure, order of a court or public authority, or an Outage or disruption of electrical, phone, Internet or telecommunications networks and services preventing the Client from accessing the Xpertdoc Software or service or using it, issues with the hardware or software which are not provided by Xpertdoc. However, the party claiming the force majeure will use commercially reasonable efforts to eliminate or remedy the force majeure. Such an omission, delay, failure or default will not, in any circumstances, give rise to penalties to be paid by Xpertdoc to the Customer.

In cases of force majeure, the obligations of Xpertdoc in connection with this Agreement will be suspended to the extent that and for the period for which performance of said obligations is delayed due to force majeure.

3. PROVISION OF SERVICES

Subject to Customer paying the Annual Maintenance and Support Fees, and provided Customer is not in default under the terms of this Agreement or of any other Agreement binding between the Parties, Xpertdoc shall provide the Services, during the Term, in accordance with the terms of this Agreement. Xpertdoc undertakes to provide the Services honestly and diligently with a professional standard of skill, care and diligence appropriate for an expert in its field.

3.1. Additional Services

3.1.1. The Customer acknowledges that the Services do not include any services which are not provided herein or which are outside the scope of the Services described herein or the following services

(without limitation), which Xpertdoc may provide, as Additional Services, upon agreement of both Parties, and which shall be payable by Customer at additional fees, which are not included in the Annual Maintenance and Support Fees :

- 3.1.1.1. Support Services outside of Business Hours;
- 3.1.1.2. Template design or modifications;
- 3.1.1.3. Training services;
- 3.1.1.4. Customizations;
- 3.1.1.5. On premise installations or upgrades to products;
- 3.1.1.6. On-premise server management;
- 3.1.1.7. Provisioning (outside of what is included within subscription);
- 3.1.1.8. Software Development;
- 3.1.1.9. Creation of custom documentation;
- 3.1.1.10. Project management;
- 3.1.1.11. Software design;
- 3.1.1.12. Engineering, analysis and customer systems reviews;
- 3.1.1.13. Test plan and proof of concept;
- 3.1.1.14. Administrative or technical work originating from customer-specific requirements (e.g. documentation, security due-diligence activities or documentation, disaster recovery testing, etc.);
- 3.1.1.15. Customer payable custom releases;
- 3.1.1.16. Work originating from unsupported configuration, deployment or changes;
- 3.1.1.17. Any service provided to Customer pursuant to an Order Form;

(Sub-sections 3.1.1.1 to 3.1.1.17 are hereinafter referred to as the “**Professional Services**”)

- 3.1.1.18. Premium Support as described in Sections 6.1.3 and 7.5; and
- 3.1.1.19. Premium with 24/7 Extended Support as described in Sections 6.1.4 and 7.6.

3.1.2. If Customer requests Xpertdoc to provide Additional Services, Xpertdoc will advise the Customer as soon as possible and both Parties will negotiate in good faith the additional fees and associated terms and conditions in providing such additional services.

3.2. Exclusions

3.2.1. The Customer acknowledges that the Services do not include any services for the support of the Software or the correction of Incidents, faults, errors or defects arising as a result of:

- 3.2.1.1. Misuse, improper use, alteration or damage to the Software;
- 3.2.1.2. a combination of the Software with other programs or equipment that has not been approved or provided by Xpertdoc;
- 3.2.1.3. the use by the Customer of a superseded or unsupported release; (d) the operation of the Software in a manner that contravenes the Customer's obligations under the Master Agreement;
- 3.2.1.4. failure by the Customer to operate or use the Software in accordance with the Master Agreement or any user documentation or such other direction of Xpertdoc;
- 3.2.1.5. use by the Customer of the Software in an information technology environment or platform different from that specified by Xpertdoc on its website or documentation from time to time;
- 3.2.1.6. equipment or System maintenance or programming on the System performed by a person other than Xpertdoc or its authorized personnel; or
- 3.2.1.7. modifications to the Software or the System made by the Customer or by a third party not specifically authorized by Xpertdoc to undertake those modifications;
- 3.2.1.8. hardware not acceptable to run the Software;
- 3.2.1.9. Incidents which are the result of incorrect handling (user error) of the Software by Customer's personnel. Such incidents include the incorrect performance of a task by a

member of the Customer's personnel, with the consequence that the data is altered in the incorrect manner, so that the back-up must be restored, resulting in delays and a backlog.

4. CUSTOMER'S OBLIGATIONS AND RESPONSABILITIES

4.1.1. Information

The Customer acknowledges and agrees that, in providing the Services, Xpertdoc is reliant upon the accuracy and completeness of information provided to Xpertdoc by the Customer.

4.1.2. Representatives

4.1.2.1. The Customer undertakes to appoint between two (2) to five (5) authorized representatives to act as its Representatives for the purposes hereof. Customer shall provide the names, positions, departments and contact details of each such Representatives to Xpertdoc upon appointment.

4.1.2.2. Customer shall promptly notify Xpertdoc of any changes in its Representative or the latter's contact information, by opening a support request as to this matter.

4.1.3. General

4.1.3.1. To enable Xpertdoc to provide the Services, the Customer must, during the Term:

4.1.3.1.1. Pay the Annual Maintenance and Support Fees;

4.1.3.1.2. in order to enable Xpertdoc to provide the Services within any indicative timeframes, provide:

4.1.3.1.2.1. timely access to the Representatives;

4.1.3.1.2.2. timely access to all required Systems and data (including, where necessary or desirable, administrative access);

4.1.3.1.2.3. timely access to premises, including any necessary security clearances, where required;

4.1.3.1.2.4. all items identified as prerequisites in the Order Form, if applicable;

4.1.3.1.2.5. all required details to help resolve the issues; and

4.1.3.1.2.6. the unique ticket number associated to a request in all communications related to any specific request;

4.1.3.1.3. use reasonable endeavors to respond promptly and accurately to all reasonable requests by Xpertdoc to provide information required for the performance of the Services;

4.1.3.1.4. ensure that all information provided to Xpertdoc is accurate and complete and is not incomplete or misleading;

4.1.3.1.5. permit Xpertdoc's personnel involved with providing the Services to access the Customer's System and relevant documentation, as required, to enable Xpertdoc to properly perform the Services;

4.1.3.1.6. where relevant, make available to Xpertdoc its Representatives to:

4.1.3.1.6.1. provide information about the Customer's System and information technology environment;

4.1.3.1.6.2. resolve queries; and

- 4.1.3.1.6.3. provide such other information and assistance as is reasonably requested by Xpertdoc and its personnel in relation to the provision of the Services.
- 4.1.3.2. Desktops, thin clients, local hardware, LAN and WAN networks, between the Customer and Xpertdoc are the Customer's responsibility. Any other service or software not provided, delivered and installed by Xpertdoc also fall under the Customer's responsibility. On premise deployments of the Softwares are the Customer's responsibility. In contrast, deployments hosted by Xpertdoc (within its SaaS offering or Private hosting) fall under the responsibility of Xpertdoc. For on premise deployments, any version of the Software will be installed by the Customer itself or, depending on the application and original arrangements with the Customer. On-premise installation and/or updating of the Software will not be counted in any calculation of Service Level Objectives.

5. MAINTENANCE

5.1. Software Fault Management and Corrective Maintenance

- 5.1.1. The purpose of a software corrective maintenance is to provide product support if the software displays anomalies. It is performed following an incident or fault usually reported by Customers or discovered internally. Adjustments to our Software as part of this corrective maintenance will usually be provided to the Customer in the form of instructions to address the problem, or through the release of a "hotfix" or limited release or if on-premise, through the MyXpertdoc Portal available at: <https://my.xpertdoc.com>

5.2. Software Preventive Maintenance

- 5.2.1. The purpose of a Preventive maintenance is to prevent faults in the operational environment. Xpertdoc devotes considerable attention to this matter through active monitoring and quality procedures. Adjustments to our Software's as part of this Preventive maintenance will be provided to the Customer in the form of new releases on the Xpertdoc Knowledge Base or Xpertdoc Support Portal
- 5.2.2. In principle, Preventive Maintenances for SAAS Software is typically scheduled at a time with minimal impact to customers' operations (outside of regular Business Days and Business Hours). As such, Xpertdoc is scheduling such maintenances outside of Business Days and Business Hours for the location (Region) of the hosted service(s). The Software Preventive Maintenance does not apply to on-premise Software's.

5.3. Software Upgrade Maintenance (Product Updates & Releases)

- 5.3.1. An Upgrade maintenance consists of extending the functionality of the application(s). It concerns the generic functionalities of the application(s). This results in a new product update or release. Updates usually contain Corrective and Preventive maintenances and limited associated new functionality. New releases, usually occurring once or a few times per year, contain new functionality and previously issued updates. Please note that any new release that materially changes the functionality of the Software will be considered to be a new Software which will require payment of fees and purchase of a new Order Form between the Parties.
- 5.3.2. Packages for updates or releases are made available to on-premise Customers on the MyXpertdoc Portal available at: <https://my.xpertdoc.com>.
- 5.3.3. Release notes and installation instructions for each release/update SAAS Software's are located on the Xpertdoc Knowledge Base.

- 5.3.4. Updates and releases are always subject to Annual Support and Maintenance fees having been paid as invoiced by Customer. Some upgrades and enhancements issued by Xpertdoc may provide functionalities which will be offered to the Customer at an additional charge.
- 5.3.5. In the case of deployments or services hosted by the Customer itself, the packages to deploy are made available to the Customer, the Customer's organisation decides and proceed with the deployment at the time of its choosing.
- 5.3.6. In the case of deployments or services hosted by Xpertdoc, Xpertdoc decides of the version, update or release to be implemented and will follow the procedures and timing outlined in this agreement for the implementation.

5.4. Scheduled Maintenances

- 5.4.1. For Private Hosted Systems hosted by Xpertdoc, flexibility regarding the schedule planned for a specific maintenance can be accommodated, on case by case basis, if requested in advance by the Customer. This accommodation is to be agreed by both parties and may incur additional costs if a resource has to work outside of regular business hours. Also, it may be possible that, following an agreement with the Customer's designated responsible, the System will down during the Customer's office hours, and the Scheduled Maintenance will thus be the cause of the unavailability of the System. Unavailability due to these types of scheduled interruptions will not affect the calculation of the actual Service Level.
- 5.4.2. In general, the implementation of maintenance operations will be communicated to the Customer by Xpertdoc with at least 48 hours of notice sent to the email address provided by the Customer. In cases where Xpertdoc determines, in good faith, that an Outage is necessary to address an emergency such advance notice period may be shortened as reasonably determined by Xpertdoc.

5.5. Software Support Period

- 5.5.1. For on premise or private deployments, when an issue can be resolved by upgrading to a newer version of the Licensed Software, Xpertdoc reserves the right to require the Customer to upgrade to the newer version of the software to resolve an issue. The Customer can decide at its discretion whether and when to upgrade to the new version, but in all instances the issue will be considered resolved from a support perspective.
- 5.5.2. Only the current Software version will be provided with new functionality via minor updates and/or major upgrades.
- 5.5.3. Products for which an End-of-Life has been announced will receive support within the limits of the communicated details and schedule regarding this product retirement. Unless stated otherwise in the product retirement notice, End of Life products do not receive any technical updates or upgrades following the announcement.

6. STANDARD SUPPORT SERVICES

6.1. Support Plans

- 6.1.1. Xpertdoc offers three (3) different support service plans to its Customers:
 - 6.1.2. Standard Support, which is described herein and provides a response based on best effort guided by the Service Level Objectives detailed herein;
 - 6.1.3. Premium Support, which is an Additional Service and which provides priority support, as more fully described in Section 7.5 herein; and

- 6.1.4. Premium Support with 24/7 Extended Support, which is an Additional Service and which includes the Premium support, with, in addition 24 hours /7 days a week assistance in case of critical Incident, as more fully described in Section 7.6 herein.

6.2. General

- 6.2.1. In order to provide the Customer with effective support of the functionality provided by the Software or System, a two-tier technical support model is employed where the Customer Representatives are providing first-tier technical support to their internal users in accordance with the procedures and quality standards described below. Except as may otherwise be determined by Xpertdoc to be appropriate or necessary on a case-by-case basis, Xpertdoc will not provide technical support resources or services directly to Customers end users, but rather will provide second tier technical support, on an escalated basis, to the Representatives.
- 6.2.2. The necessary knowledge that should be available within the Customer's company or organisation should be acquired through training covering user knowledge, system management knowledge of the installed applications, and limited configuration knowledge of the installed applications. These components will not be included in the planned training sessions at time of purchasing the System. Further training can be extended, at a cost, upon request. The management tasks which must be performed on the application provided relate to regular system management. The content and extent of these tasks will be covered during the relevant training courses.

6.3. Standard Support Services Access

- 6.3.1. The Support Services will be accessible to Customer Representatives:
 - 6.3.1.1. through the Xpertdoc Support Portal, which can be accessed at the following address: <https://support.xpertdoc.com> and which provides the Customer the ability to submit and follow support requests (online ticketing system). Support requested should be submitted through the Xpertdoc Support Portal;
 - 6.3.1.2. By email at the following address: support@xpertdoc.com. Requests submitted via email will be receiving a low priority by default;
 - 6.3.1.3. through the Xpertdoc Knowledge Base, which can be accessed at the following address: <https://kb.xpertdoc.com> and which provides Customer with 24/7 access to frequently asked questions, information and articles.
- 6.3.2. In addition, access will be given to the MyXpertdoc Portal, where deployment packages and other resources will be provided.
- 6.3.3. Should the Xpertdoc Support Portal be unavailable, or a response from Xpertdoc hasn't been provided within the response time objectives described in Section 7.2, any Representative can contact Xpertdoc's Helpdesk, during Business Hours, via phone at the following numbers:

Canada: 1-450-961-9111, option 2

Belgium: +32 (0) 52 52 27 70

In such cases, a member of our staff will record the request or incident in the name of the authorized Notifier and document it in the online Support Portal. Xpertdoc Support Representatives have both technical and functional knowledge of the relevant application and may therefore answer some of the Customer's questions on the spot. If they cannot, support through

the Xpertdoc Support Portal, once the availability has resumed, will be offered or the request will be escalated to the next line of support, as more fully described in Section 7.4.

6.4. Standard Support Services Availability

- 6.4.1. The Xpertdoc Support Portal and Xpertdoc Knowledge Base are available 24/7.
- 6.4.2. Xpertdoc's Helpdesk is available during Xpertdoc's Canada and European offices Business Days and Business Hours. Support services outside the Business Days and Business Hours may be provided, on a case by case basis and upon agreement between the Parties, charged on a time and material basis (prepaid or on occurrence).
- 6.4.3. Note that while Customers may obtain support from any of Xpertdoc's offices, there might be restrictions or limitations to the support available at each office depending on the Xpertdoc Software the Customer is requesting support for. APAC Customers may contact either office for support Services.

6.5. Support Requests through Xpertdoc Support Portal

- 6.5.1. Once the Representative has filed a Support Request through the Xpertdoc Support Portal, such Support Request shall be deemed to be recorded in the Xpertdoc Support Portal and an Xpertdoc support representative shall be assigned to such Support Request and shall be responsible for such Support Request until resolution of such Support Request. From time to time, reassignment of a Support Request from one Xpertdoc support representative to another may occur to facilitate a timely resolution of any Support Request, at Xpertdoc's sole discretion.
- 6.5.2. The Customer will receive an "Acknowledgment of Receipt" for the Support Request via an email from the Xpertdoc Helpdesk. This "Acknowledgment of Receipt" will contain an allocated unique ticket number and is considered to be a confirmation that the request has been recorded.
- 6.5.3. The assigned Xpertdoc support representative will contact the Representative through the Xpertdoc Support Portal (with email notification) and/or phone, as deemed appropriate, during the resolution process of the Support Request.
- 6.5.4. The number of participants to any Support Request should be kept to a minimum to facilitate communications and timely resolution of any such Support Request.
- 6.5.5. Communications pertaining to a Support Request shall remain within the Xpertdoc Support Portal until resolution of the Support Request and shouldn't be mixed with other existing or future requests.
- 6.5.6. The Xpertdoc support representative will work with the Representative to resolve the issue, taking whatever steps are necessary to first fully diagnose the problem, then to find a solution to the Support Request. This may involve, but is not limited to, the following:
 - 6.5.6.1. Requesting the Customer for more information;
 - 6.5.6.2. Requesting the Customer to install specific software and/or patches where applicable;
 - 6.5.6.3. Requesting for specific dubbed data from Customer system (and, if necessary, conducting tests to generate this data);
 - 6.5.6.4. Trying to reproduce the issue, in production, or on test machines, when applicable;
 - 6.5.6.5. Requesting the Customer to submit template and/or data;
 - 6.5.6.6. Remote assistance using remote sessions, or direct access through Virtual Private Network, as required.

6.5.7. The Representative can track the progress of any Support Request via the Xpertdoc Support Portal. The Representative will also receive an email notification whenever there is an important change or update regarding any Support Request.

7. SERVICE LEVELS OBJECTIVES

7.1. Priority Levels

7.1.1. In any Support Request filed through the Xpertdoc Support Portal by a Representative, an initial Priority Level (as more fully described in Section 7.1.2 herein) of any request or Incident should be estimated and indicated within the Support Request by the Representative or in consultation with the Xpertdoc support representative if communication has already occurred between Xpertdoc and the Representative and the Representative was unable to estimate such Priority Level.

7.1.2. The following Priority Levels may be allocated in any Support Request:

Incident	Priority Level	Description
Critical Incident	Priority 1	<ul style="list-style-type: none"> - An Issue that results in a critical business impact for a production System where customer experiences a complete or substantial loss of service; - There is no possible alternative or workaround.
Major Incident	Priority 2	<ul style="list-style-type: none"> - A function of the service is degraded, resulting in non-trivial impairment of work or other non-trivial business impact - High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-sensitive issue important to long term productivity that is not causing an immediate work stoppage; or there is significant customer concern.
Minor Incident	Priority 3	<ul style="list-style-type: none"> - Important issue that does not have significant current productivity impact - An Issue that results in a moderate business impact for a production System; - Customer experiences partial non-critical functionality loss; - The Incident has no effect on the global usability of the Software; - The application is not fully available but is not having a significant effect on production; - A short-term work around is available.
Regular request for information or assistance	Priority 4	<ul style="list-style-type: none"> - Informational request with no impact on the business. - An Incident that results in a minimal business impact for a Production or Development System; - There is no impact to quality, performance, or functionality of the application; - Requests for general information, template design, optimization, application usage or configuration. - Any request not directly related to the application itself or its functional purpose.

7.1.3. The Support response procedure to be provided by Xpertdoc will depend on the content of the Support Request recorded by the Customer and the Priority Level allocated to it. During the initial analysis of the Support Request, the Priority Level will be revised by the Xpertdoc support representative and an initial response to the Representative will be provided. This initial response may contain information concerning the next steps to be taken, a request for more information and/or an adjustment of the Priority Level.

7.1.4. For the purposes hereof:

7.1.4.1. Scheduled Maintenances resulting in the unavailability of the System will not be considered to be Incidents for the purposes hereof.

- 7.1.4.2. Force majeure events will not be considered to be Incidents for the purposes hereof.
- 7.1.4.3. Incidents which are caused by Third parties or third-party applications will never apply to the Service Level Objectives mentioned herein;
- 7.1.4.4. Interruptions, network delays (e.g. long response times) and system failures which occur in a communication or other network will never apply to the Service Level Objectives mentioned herein.

7.2. Target Response Time Objectives

- 7.2.1. The response time to any new Support Request is defined as the actual time in working hours, subject to the Standard Support Services Availability as described in Section 6.4, which elapses between the time that a Support Request is electronically recorded in the Xpertdoc Support Portal and the time when an Xpertdoc’s support representative shares an initial response with the Representative via the Xpertdoc Support Portal.
- 7.2.2. The initial response between Xpertdoc’s support representative and the Representative will be sent electronically via the Xpertdoc Support Portal and contain the following information as a minimum (the “**Support Request Initial Response**”):
 - 7.2.2.1. Acceptance of the Support Request and the allocation of a new priority level for the incident (where applicable);
 - 7.2.2.2. Ticket number;
 - 7.2.2.3. Solution, guidance, or request for information to engage in the analysis related to the Support Request;
 - 7.2.2.4. Indications regarding the plan for resolution (where applicable).
- 7.2.3. Xpertdoc shall use commercially reasonable efforts to resolve Customer’s Incidents, according to the Priority Level allocated, within the following response time frames (the “**Response Time Objective**”):

Incident type	Target Response Time
Critical incident (P1)	1 Business hour
Major incident (P2)	4 business hours
Minor incident (P3)	8 business hours
Regular request for information or assistance (P4)	12 business hours

- 7.2.4. The response time for an Incident, and the content of the response, will depend on the type and extent of the Support Request and the Priority Level allocated to it. In any case, following consultation, an agreement will be made regarding the report or request strategy. The strategy can vary widely, from a simple request to a major change in the application, or even the start of a new project.
- 7.2.5. Results against the above listed target Response Time Objectives values are reviewed internally by Xpertdoc on a monthly basis and at year-end, with a target objective of 95% of response time objectives being met.
- 7.2.6. Representatives not receiving a Support Request Initial Response from Xpertdoc within the prescribed target response time while taking into account of the “Standard Support Service Hours” listed under the Section 6.4 of this Agreement, may request escalation of the Support Request, or

contact our Xpertdoc Helpdesk over the phone, during Business Hours, as indicated in Section 6.3.3 above.

- 7.2.7. Customer acknowledges that said target Response Time Objectives are only provided for reference purposes only and the Customer understands and agrees that they must never be interpreted as creating an obligation, guarantee or representation for the Customer. Moreover, Xpertdoc reserves the right, at any time and at its sole discretion, to modify said Response Time Objectives.

7.3. Target Resolution Time Objectives

- 7.3.1. The resolution time to any new Support Request is defined as the actual time in working hours, subject to the Standard Support Services Availability as described in Section 6.4, which elapses between the Support Request Initial Response and the time when the Support Request is resolved.
- 7.3.2. Xpertdoc shall use commercially reasonable efforts to resolve Customer’s incidents, according to the Priority Level allocated, within the following resolution time frames (the “**Resolution Time Objective**”):

Incident type	Resolution Time Objective
Critical incident (P1)	2 Business Days
Major incident (P2)	4 Business Days
Minor incident (P3)	10 Business Days

- 7.3.3. Resolution may take the form of a permanent solution or a temporary fix allowing a satisfactory level of service until a permanent solution can be implemented. In cases where resolution is not possible within the limits listed above, a comprehensive action plan will be sent to the Customer. In this instance the resolutions time objectives will be replaced with the detailed schedule provided by Xpertdoc.
- 7.3.4. Customer acknowledges that said Resolution Time Objectives are only provided for reference purposes only and the Customer understands and agrees that they must never be interpreted as creating an obligation, guarantee or representation for the Customer. Moreover, Xpertdoc reserves the right, at any time and at its sole discretion, to modify said Resolution Time Objectives.

7.4. Escalation Process

- 7.4.1. Xpertdoc has established an escalation process to help facilitate the resolution of service issues relating to Xpertdoc’s Service Level Objectives (the “**Escalation Process**”). The Escalation Process takes places, upon request by a Customer or Representative, if an Incident was not answered within the targeted Response Time Objectives or Resolution Time Objectives listed above.
- 7.4.2. The table below lists the levels and typical flow in case of an Escalation Process:

Escalation Level	Title
Level 1	Support representative
Level 2	Senior Technician
Level 3	Director Customer Service
Level 4	CTO

- 7.4.3. Escalation Process requests must be formulated within the Xpertdoc Support Platform. Should the Escalation Process not be performed in a timely manner, the Customer may request the Xpertdoc support representative currently working on the case to provide the coordinates of its immediate superior.
- 7.4.4. During the Escalation Process, the assigned Xpertdoc support representative will collaborate and develop a communication plan. If needed, a technical plan of action will be co-developed to ensure resolution of the issue. The Xpertdoc support representative will also update the Customer of the case progression.
- 7.4.5. A unique ticket reference number will be allocated to the Escalation Process request and must be used as reference in all levels of the Escalation Process.

7.5. Support Services and Service Level Objectives for Premium Support

- 7.5.1. Should a Customer have purchased as an Additional Service and for an additional fee, the Premium Support, the following shall apply:
- 7.5.1.1. Customer shall be prioritized in the handling of the Support Requests over Customers who do not have the Premium Support;
 - 7.5.1.2. Faster support with facilitated access to a senior technical resource as part of the standard Escalation Process;
 - 7.5.1.3. Includes 8 hours of Professional services, to be used within 12 months.
- 7.5.2. Customer may opt to select Premium Support Services at any time during the Term of the Agreement for a minimum term of one (1) year (12 months), subject that such term may not be longer than any term provided for in any Order Form. The 8 hours of Professional services included in the Premium Support may only be used during the term of the Premium Support Services and such hours may not be used during any other additional term of the Premium Support which may be purchased by Customer once any term of the Premium Support has expired. Such Professional services will at the effective date of the Order Form relating thereto is and shall end, or be renewed, at the term indicated in such Order Form, which shall not be longer than the term of the Premium Support Services.

7.6. Support Services and Service Level Objectives for Premium Support with Extended Hours 24/7 Support (Add-on to the Premium Support plan)

- 7.6.1. Should a Customer have purchased as an Additional Service and for an additional fee, the Premium Support, he may also purchase the Premium Support with the extended Hours 24/7 Support, the following shall apply, in addition to what is described in Section 7.5 applicable to the Premium Support:

- 7.6.1.1. Customer shall have access to a 24/7 assistance in case of production Outage impacting the whole service (P1 – Critical Incident);
 - 7.6.1.2. Customer will be provided with a distinct communication method allowing the possibility to place a Support Request for urgent assistance outside of Xpertdoc's regular Business Hours and rapidly get a response from an Xpertdoc support representative.
 - 7.6.1.3. During an Incident, once the request is placed, an Xpertdoc representative on stand-by will contact the Representative by phone or email to address the Customer's/Representatives questions and remedy simple faults. He or she can also make a preliminary diagnosis in the event of catastrophic failure. Depending on the results of the analysis, the contact person may suggest and implement workarounds or provisional recovery measures. During the intervention, the Representative will record the report in the Xpertdoc Support Portal, which will allow to resume the resolution in accordance with the conditions detailed in this Agreement during Business Hours.
- 7.6.2. It is important to note that the Premium Support with Extended Hours 24/7 Support plan covers the processing of the recorded request for assistance in accordance with the Service Level Objectives for critical Incidents (Priority 1) only. This support does not include visits to the Client's site, regular assistance or any Professional services outside of the hours purchased through the Premium Support. All work activities will be performed solely from the offices of Xpertdoc.

8. AVAILABILITY

8.1. Availability for operational functionality of hosted service as a software

8.1.1. General

- 8.1.1.1. Xpertdoc will make every reasonable effort to ensure maximum availability of the service or Private Hosted System allocated to the Customer.
- 8.1.1.2. The service offered by Xpertdoc as a SaaS would be deemed to be unavailable if it stops performing the tasks or providing the services for which it has been deployed or, if the service is degraded to a point where it is unusable.
- 8.1.1.3. Preventive maintenances performed outside of regular Business Hours at any given datacentre location is not counted in the service availability calculation.
- 8.1.1.4. The services are hosted through a third-party. Xpertdoc shall not be liable for any problems relating to availability and functionality of such third-party hosting services.

8.1.2. Service Level Objective for hosted Software as a Service

- 8.1.2.1. The availability of the service offered by Xpertdoc as a SaaS with respect to the Service Window shall be 98% per year.
- 8.1.2.2. Xpertdoc will regularly undertake a review of performance against the Service Levels indicated in this Section and will take the necessary measures to continuously improve the quality of the services delivered. On demand by the Customer, Xpertdoc may present a Service Level report for the System covered by this agreement or redirect the Customer to an online resource presenting the information.

8.1.3. Service Availability Calculation

- 8.1.3.1. The services availability calculation measures the percentage of time during any calendar month that the production instance of the application is available, as measured by one or more automated monitor (s) defined and implemented within the Xpertdoc monitoring system (the “**Monitoring System**”).
- 8.1.3.2. Monitoring by Xpertdoc is carried out 24/7, 365 days a year in real-time by using specific systems that detect and indicate any failures or faults by notifying the support services.
- 8.1.3.3. In rare cases where unavailability of the services would be undetected by the Monitoring System, failures or faults can be reported by the Customer as indicated in Section 6.3. Upon reception and confirmation of the Incident, the unavailability of the System will be recorded for the purpose of Availability calculation.
- 8.1.3.4. The availability shall be calculated, for the service, as the total time in a calendar month excluding the total duration of unscheduled Outages in the same calendar month divided by the total time in that calendar month. It is expressed as a percentage rounded to 2 decimal places.

$$\text{Availability percentage} = ((\text{Total Time in a Calendar Month} - \text{Unscheduled Outages}) / \text{Total Time in a Calendar Month}) \times 100$$

PLANNED MAINTENANCES

Time for planned maintenance is not counted in the Availability calculation. Planned maintenance concerns activities regularly carried out by Xpertdoc to maintain or upgrade the functionality of the System and its components.

Xpertdoc is committed to making every reasonable effort to carry out the planned maintenance tasks at times with minimal impact to the Customer's System and will carry out the maintenances taking into account the Location of the datacentre where the service is hosted.

Preconditions, assumptions and exceptions

- As stated previously, before a “Preventive Maintenance” is performed, it is possible that, following consultation with the Customer's designated responsible staff member(s), the System will need to be down during office hours, and the Preventive Maintenance will thus be the cause of the unavailability of the System. Unavailability due to these types of scheduled interruptions will not affect the calculation of the actual Service Level.
- If several critical incidents reported at the same time appear to have the same cause, only the duration of the first-recorded critical incident will be used in the calculation of this Service Level.
Listed below are other conditions in the presence of which, despite the occurrence of any malfunction or apparent unavailability of the System, will not affect the calculation of the actual Service Level:
 - Incidents due to Force Majeure, as listed at the beginning of this agreement (i.e. events that, objectively would prevent Xpertdoc from intervening to perform the tasks set out by the Contract which are Xpertdoc's responsibility)
 - Incidents which are the result of networking environment(s) or hardware beyond Xpertdoc's perimeter.
 - Incidents which are caused by third parties, unless such third parties are working on behalf of Xpertdoc.

- Extraordinary interventions to be carried out urgently at the sole discretion of Xpertdoc to avoid hazards to safety and/or stability and/or confidentiality and/or integrity of the System allocated to the Customer and the data and/or information contained therein. (Execution of these measures will be communicated to the Customer via email sent to the email address provided by the Customer with less than 48 hours notice, or at the start of the operations in question or in any case, as soon as possible.)

- Unavailability of the System allocated to the Customer due to:
 - Incorrect or abusive use performed by the Customer;
 - Incorrect configuration performed by the Customer;
 - Fault and malfunctions of external systems connected by the Customer;
 - Non-fulfilment or breach of Contract due to the Customer.

- Causes that lead to total or partial inaccessibility to the System allocated to the Customer due to faults in the Internet network or components beyond Xpertdoc's perimeter, and therefore beyond its control (merely by way of example, failures or problems).