

CelerData Inc.

Support and Maintenance Services

Last updated October 16th, 2024

1. Definitions

Unless otherwise defined in this Exhibit A, capitalized terms have the meanings set forth in the Agreement.

2. Support and Maintenance

(a) CelerData Support. Customer's Order will identify the level of Support Customer purchases for the applicable CelerData Software. A summary of the different support programs and levels are described here: Support cases are handled based on case severity levels as described in Section 2(b). When submitting a case, Customer will select the priority for initial response by logging the CelerData ticket system online, in accordance with the severity guidelines set forth in Section 2(b). When the case is received, CelerData Support may change the priority if the issue does not conform to the criteria for the selected severity and will provide Customer with notice (electronic or otherwise) of such change.

(b) Case Severity Levels. Case priorities below are assigned based on the technical importance of the problem as reasonably determined by CelerData.

S1 = The CelerData Software purchased by Customer will not start or operate. The Customer's mission critical business system is down. Major development system has serious issues and cannot perform normal functions.

S2 = The CelerData Software purchased by Customer will start but with limited functions or the performance is degraded with an implemented workaround.

S3 = The CelerData Software purchased by Customer will start but is exposed with minor issues. Such CelerData Software can operate during a time range that Customer allows or with a workaround that customer accepts.

S4 = The CelerData Software purchased by Customer will start and operate but customers either have questions or need a reasonable suggestion.

(c) Target Response Times.

Target Response Time by Case Severity			
Severity Level	Basic Support Service	Standard Support Service	Premium Support Service
S1	N/A	2 Hours	1 Hour
S2	1 Business Day	8 Hours	4 Hours
Other	6 Business Days	2 Business Days	1 Business Day

(d) Authorized Support Contacts. Support will be provided solely to the authorized individual(s) specified by Customer that CelerData will communicate with that individual(s) when providing Support (“**Support Contacts**”). Customer will be asked to designate Customer’s authorized support contacts, including their primary email address and CelerData login ID, following CelerData’s acknowledgment of Customer’s Order.

(e) Defect Resolution. Should CelerData in its sole judgment determine that there is a defect in the CelerData Software purchased by Customer, it will, at its sole option, repair that defect in the version of the CelerData Software that Customer is currently using or instruct Customer to install a newer version of the CelerData Software with that defect repaired. CelerData reserves the right to provide Customer with a workaround in lieu of fixing a defect should it in its sole judgment determine that it is more effective to do so.

(f) Support Hours. Support is provided via telephone, and web portal. Support will be delivered by a member of CelerData’s technical support team during the hours of operation listed below.

Basic/Standard Support Service	Premium Support Service
9 AM - 5 PM (Pacific Standard Time) Monday - Friday	24 Hours / 7 Days

(g) Customer’s Obligation to Assist. Should Customer report a purported defect in the CelerData Software to CelerData, CelerData may require Customer to provide them with the following information: (i) a general description of the operating environment, (ii) a list of all hardware components, operating systems and networks, (iii) a reproducible test case, and (iv) any log files, trace and systems files. Customer’s failure to provide this information may prevent CelerData from identifying and fixing that purported defect.

(h) Software Upgrades and Software Support Policy. When available, CelerData may provide updates, upgrades, maintenance releases and reset keys (the “**Supported Versions**”) of the Software to its Customers. Notwithstanding the foregoing, CelerData shall not be obligated to provide any Supported Versions to Customers unless otherwise required in the Agreement.

3. Fees

For the Services described in this Exhibit A, Customer shall pay CelerData the following fees: N/A

4. Exclusions

(a) CelerData will have no obligation of any kind to provide Support for issues caused by or arising out of any of the following (each, a “**Licensee-Generated Error**”): (i) modifications to the Software not made by CelerData; (ii) use of the Software other than as authorized in the Agreement or as provided in the documentation for the Software; (iii) damage to the machine on which the Software is installed; (iv) Customer’s continued failure to use the Software without reference to the documentation; (v) versions of the Software other than the Supported Version (defined in Section 2(h)); (vi) third-party products not

expressly supported by CelerData and described in the documentation; or (vii) conflicts related to replacing or installing hardware, drivers, and software that are not expressly supported by CelerData and described in the documentation. If CelerData determines that support for an issue caused by a Licensee-Generated Error, CelerData will notify Customer as soon as reasonably possible under the circumstances. If Customer agrees that CelerData should provide support for the Licensee-Generated Error via written confirmation, then CelerData will have the right to invoice Customer at CelerData's then-current time and materials rates for any such support provided by CelerData.

(b) Support is delivered only in English unless Customer is in a location where CelerData has made localized Support available.

5. Changes in Support and Software

Subject to Section 2(h), Customer acknowledges that CelerData has the right to discontinue the Support for any old versions of the Software at any time in its sole discretion. CelerData reserves the right to alter Support from time to time, using reasonable discretion but in no event will such alterations result in (i) diminished support from the level of Support set forth herein; (ii) materially diminished obligations for CelerData; or (iii) materially diminished Customer's rights. CelerData will provide Customer with thirty (30) days' prior written notice (delivered electronically or otherwise) of any permitted material changes to the Support contemplated herein.