

This version of Support and Maintenance is effective from: August 12, 2022

Support and Maintenance

1. Support

1.1 The Provider shall provide to the Customer, support according to the business plan chosen by the Customer in the Purchase Order.

1.1.1 Starter/Trial Business Plan (Starter Support)

- Software maintenance (as per article 1.2)
- Software upgrades (as per article 1.3)
- Defect reporting (as per article 1.4)
- Feature request definition (as per article 1.5)

1.1.2 Professional Business Plan (Professional Support)

- Software maintenance (as per article 1.2)
- Software upgrades (as per article 1.3)
- Defect reporting (as per article 1.4)
- Feature request definition (as per article 1.5)
- Feature/roadmap prioritization (as per article 1.6)
- Online training (as per article 1.13)

1.1.3 Premium Business Plan (Premium Support)

- Software maintenance (as per article 1.2)
- Software upgrades (as per article 1.3)
- Defect reporting (as per article 1.4)
- Feature request definition (as per article 1.5)
- Advanced training covering customer use cases (as per article 1.13)
- Feature/roadmap prioritization (as per article 1.6)
- Premium support (as per article 1.7)
- Critical defect fixed in the next release (as per article 1.7)

- Possible hotfixes (as per article 1.7)
- Guaranteed response times (as per article 1.9)
- Guaranteed support days and times of day (as per article 1.8)

1.1.4 **Additional Custom Support – as per article 1.10**

- Defects Service Level Agreement (SLA)
- Possible 24/7 support
- Dedicated support person
- Individual training plan
- Specific response time
- Access to resource section/Accurity download portal (for on-premises users)

1.2 **Software Maintenance (All Business Plans)**

1.2.1 During the term of this agreement, the Provider shall provide the Customer with copyrighted patches, and releases of the Software along with other generally available technical material. These maintenance materials, including the Software, may not be used to increase the licensed number of versions or copies of the Software.

1.3 **Software Upgrades (All Business Plans)**

1.3.1 The Provider shall provide the Customer with all minor/major software version releases during the term of their subscription. The Customer agrees that the releases of software upgrades are at the sole discretion of the Provider and shall follow the Provider's internal quality standards. Further, the Provider shall choose software features to be removed, deprecated, or included.

1.3.2 All possible patches provided by the Provider are based on the latest version of the Accurity.

1.4 **Online Support and Defect Reporting (All Business Plans)**

1.4.1 The Provider shall provide to the Customer one Accurity Support Desk account that the Customer may use for support ticket creation. More accounts can be requested

by the Customer through the Accurity Support Desk or by emailing support@accurity.ai.

1.4.2 The Customer or Partner may manage an existing ticket or create a new support ticket through the online Accurity Support Desk at <https://accurity.freshdesk.com/>.

1.4.3 **Support Priority Definitions (All Business Plans)**

1.4.3.1 The initial classification of the ticket can be set by the Customer, priority issues are classified into: P1, P2, or P3. A priority issue may only be reclassified to a lower or higher priority issue, upon the prior approval of the Provider.

Priority Issue (“P1”)

- Any defect which causes failure of a critical feature
- Significant loss of visibility of application performance or irreparable loss of data within the application (such as connectivity to the host server)
- Any defect that keeps the system from meeting regulatory and safety standards
- Discovery of an application defect with NO short-term workaround

Priority Issue (“P2”)

- There is an area of functionality or a system component that is not working properly or has limited usability, however there is a simple workaround to be used if required
- The problem impacts desired behavior of the system
- There is a workaround that is acceptable for the medium term
- Any defect which causes failure of a non-critical feature of the application
- Failures in application performance that require additional dedicated resources to maintain core application elements

Priority Issue (“P3”)

- A minor issue exists, but the software is usable, and it is not impacting upon functionality
- Loss of administrative capabilities (non-P1/non-P2)

- Loss of full feature functionality (non-P1/non-P2)
- The workaround is barely noticeable, it is practical and commercially efficient in the long term

1.5 Feature Request Definition (All Business Plans)

1.5.1 The Customer may submit a new feature request as a new ticket through the online Accurity Support Desk at <https://accurity.freshdesk.com/>. In this ticket, the Customer should clearly describe their desired change in the software, along with a rationale for why this change is useful:

- Briefly summarize the request
- Describe the current situation
- Describe the desired outcome
- Describe the benefits of the change
- Describe the negative effects of the change

1.5.2 A new feature request shall be analyzed and evaluated by our internal team and, if approved, it will be prioritized and added into the Accurity product backlog. All requested features are maintained in a feature table in the Accurity Support Desk at <https://accurity.freshdesk.com/>.

1.6 Feature/Roadmap Prioritization (Professional and Premium Business Plans)

1.6.1 A Customer with this level of support has the privilege to affect the existing roadmap. Discussion about upcoming features is regularly discussed with customers at individual meetings.

1.7 Premium Support (Premium Business Plan)

1.7.1 The Provider shall undertake all reasonable efforts to provide technical assistance under this Agreement and to rectify or provide solutions to problems where the Software does not function as described in the General product documentation, but the Provider does not guarantee that a product shall be error free. To that extent,

the Customer waives their right from a defective performance of the Accurity and the Agreement.

- 1.7.2 The Customer may manage existing tickets or create a new one through the online Accurity Support Desk at <https://accurity.freshdesk.com/>.
- 1.7.3 Support assistance will be available via the Accurity Support Desk plus telephone, email, and/or the internet e.g., web meetings.
- 1.7.4 The Provider shall respond to the Support ticket in accordance with classification in Article
- 1.7.5 The Support shall be provided to the Customer for assistance with software defects, repair of known issues, and troubleshooting of software malfunctions.
- 1.7.6 The Provider shall fix approved and prioritized Customer's issues with priority P1 as soon as possible and issues with priority P2 in a future release.
- 1.7.7 The Customer may ask for a "hotfix" (quick patch).
- 1.7.8 The Provider is not responsible for software or hardware of the third parties, but may, at the discretion of the support engineer, assist in troubleshooting these third-party hardware/software issues.
- 1.8 **Support Hours (Premium Business Plan)**
 - 1.8.1 The Provider shall provide support Monday through Friday from 8:00 AM to 5:00 PM CET/CEST with the exception of the Provider's holidays (i.e., public/bank holidays in the Czech Republic). If the Customer requires support outside of normal support hours, this can be arranged on a case-by-case basis. It is subject to support engineer availability and it may require a minimum of at least 48 hours advance notice to the Provider, via email to support@accurity.ai or through the Accurity Support Desk: <https://accurity.freshdesk.com/>.

1.9 The Response Time (Premium Business Plan)

1.9.1 Reasonable efforts shall be made to respond to service requests per the Response Times set forth in the guidelines below. However, the Provider’s failure to adhere to the times stated shall not constitute a breach by the Provider. The guidelines are for informational purposes only and subject to change at the Provider’s discretion.

Classification	Initial Response Time
P1 – High	1 business day
P2 – Medium	2 business days
P3 – Low	*

* Low priority issues do not have a set initial response time. However, all created issues shall be prioritized and evaluated by Accurity development.

1.10 Custom Support

1.10.1 The Customer may request additional Custom Support. Such support can be provided by The Provider based on a prior agreement with the Customer. Upgrades for this additional support is set according to the Price List and in the Purchase Order.

1.11 Training Centre

1.12 Access to the basic training (Professional Business Plan)

The Provider shall provide to the Customer the Training Centre. In case of unavailability of the Training Centre, the Provider shall provide the Customer with online Professional training of at least 2 hours. Professional training covers basic use cases and functionalities that are part of the Professional business plan.

1.13 Advanced training (Premium Business Plan)

The Provider shall provide to the Customer the Training Centre. In case of unavailability of the Training Centre, the Provider shall provide the Customer with online Advanced training of at least 8 hours. Advanced training covers advanced use cases and functionalities that are part of the Premium business plan.