

## Support Services

The following describes the support services (“**Support Services**”) Icertis will provide the support level applicable to Subscriber (“**Support Level**”) as stated on the Order Form. If nothing is stated on the Order Form, Icertis will provide Standard support to the extent that subscriber has a paid-for subscription to a SaaS offering from Icertis. The following terms may be updated from time to time, however, for each Order Form, the terms effective as of the execution of the Order Form will apply for the duration of the applicable Subscription Term. The definitions are set out at the bottom of this Support Services Exhibit. Exhibit A-2 sets forth the Icertis Upgrade Policy.

### Support Service & Levels

Icertis will provide the applicable Support Services within the scope, access and availability parameters set forth below.

Support Service	Standard	Gold	Platinum
<b>Support Hours and Availability</b>	24x5 (the work week within Subscriber’s local time zone)	24x7	24x7
<b>Support Team Engagement Model</b>	General Support	Named Support	Named Support and Platinum Support Champion
<b>Number of Authorized Support Contacts</b>	2	6	9
<b>Ticket Support Interface</b>	Support Portal + Email	Support Portal + Email	Support Portal + Email + Phone
<b>Customer Support Reviews</b>	Not Applicable	Quarterly	Monthly
<b>Request Ticket Support</b>	Not Applicable	Up to 5 per month	Up to 10 per month

### Support Model

Subscriber will be permitted to access the Support Services via its own authorized support contacts. The number of such contacts the Subscriber is permitted is set forth above. Issues and requests are logged via the support interface available to the Subscriber, either [support@icertis.com](mailto:support@icertis.com) or the portal within the product, or via a provided phone number if applicable. Support Services will be provided via “**named**” or “**champion**” support engagement models at the Gold and Platinum levels. Subscribers that enjoy named support will have access to a named group of specialized resources with knowledge of that Subscriber’s specific implementation. Subscribers with access to a “champion” will additionally have a named and

designated support point of contact that can serve as a single point of contact for the Subscriber for matters related to the Support Service such as Support ticket updates, escalations, follow-ups, support service quality and efficiency review meetings, general product guidance and future release/update planning.

#### Request Tickets

Request Tickets are any tickets logged by the Subscriber that require a change to a data value within the Subscriber's production database and are not caused by any error or gap in functionality of the SaaS. Request Tickets also include tickets for which a user-interface based approach is available to the Subscriber to achieve the same desired outcome as sought by the Request Ticket.

#### **Error Response, Communication and Resolution**

Ticket requests made at the correct interface shall be responded to within the timeframes set forth in the table below, at which time, in each instance, a call tracking/ticket number shall be assigned. Each Error shall be assigned one of four severity classifications by Icertis based on the Error descriptions below: Critical, High, Medium or Low. This classification determines the target response and resolution time as provided below. "**Business Day**" means Monday to Friday unless public holiday in the time zone where the Subscriber logged the support request.

<b>Error Classification</b>	<b>Standard</b>	<b>Gold</b>	<b>Platinum</b>
<b>Critical</b>	<b>Initial Response:</b> 2 hours  <b>Ongoing Communication:</b> Once every four hours  <b>Target Resolution or Workaround:</b> 2 Business Days	<b>Initial Response:</b> 1.5 hours  <b>Ongoing communication:</b> Once every hour  <b>Target Resolution or Workaround:</b> 1 Business Day	<b>Initial Response:</b> 1 hour  <b>Ongoing Communication:</b> Once every hour  <b>Target Resolution or Workaround:</b> 8 hours
<b>High</b>	<b>Initial Response:</b> 1 Business Day  <b>Ongoing Communication:</b> Once every 2 Business Days  <b>Target Resolution or Workaround:</b> 5 Business Days	<b>Initial Response:</b> 4 hours  <b>Ongoing Communication:</b> Once every 6 hours  <b>Target Resolution or Workaround:</b> 2 Business Days	<b>Initial Response:</b> 1 hour  <b>Ongoing Communication:</b> Once every 6 hours  <b>Target Resolution or Workaround:</b> 1 Business Day
<b>Medium</b>	<b>Initial Response:</b> 2 Business Days	<b>Initial Response:</b> 1 Business Day	<b>Initial Response:</b> 2 hours

	<b>Ongoing Communication:</b> Once every week for non-defects and 4 weeks for product defects that are not yet resolved or slated for an Upgrade  <b>Target Resolution or Workaround:</b> 10 Business Days	<b>Ongoing Communication:</b> Once every 3 Business Days for non-defects and 2 weeks for product defects that are not yet resolved or slated for an Upgrade  <b>Target Resolution or Workaround:</b> 5 Business Days	<b>Ongoing Communication:</b> Once every 3 Business Days for non-defects and 2 weeks for product defects that are not yet resolved or slated for an Upgrade  <b>Target Resolution or Workaround:</b> 3 Business Days
<b>Low</b>	<b>Initial Response:</b> 2 Business Days  <b>Ongoing Communication:</b> Once every week for non-defects and 4 weeks for product defects that are not yet resolved or slated for an Upgrade  <b>Target Resolution or Workaround:</b> 20 Business Days	<b>Initial Response:</b> 1 Business Day  <b>Ongoing Communication:</b> Once every week for non-defects and 3 weeks for product defects that are not yet resolved or slated for an Upgrade  <b>Target Resolution or Workaround:</b> 10 Business Days	<b>Initial Response:</b> 3 hours  <b>Ongoing Communication:</b> Once every week for non-defects and 3 weeks for product defects that are not yet resolved or slated for an Upgrade  <b>Target Resolution or Workaround:</b> 7 Business Days

The Target Resolution or Workaround commitment is met if and when Icertis provides Subscriber with a Workaround or Plan for resolving the Error; however, the actual Fix for the Error may be included in the next planned Upgrade or such other scheduled Upgrade as timing and planning permits. Icertis' Workaround and Target Resolution time commitments above are contingent on Subscriber meeting its assistance obligations set forth below.

Icertis is not required to provide resolutions for immaterial defects or defects due to modifications of the SaaS made by anyone other than Icertis (or anyone acting at Icertis' direction). Support Services do not include the following nor extend to the following: Professional Services, implementation change requests, integration or customization of a SaaS or custom software development, training or assistance with administrative functions. Additional Professional Services may be required for Subscriber specific change requests, data changes, or modifications and updates to technical configurations or customizations.

Icertis is not required to correct any errors in uploaded legacy contract data, relationships, files or mappings. Subscriber is obligated to verify the completeness and accuracy of such data and files before they are loaded into the product.

## Subscriber Obligations.

*Support Contacts.* Subscriber must initiate all requests for Support Services through their designated support contact(s), and Subscriber must notify Icertis in writing of any changes to the designated members. The Subscriber will be responsible for (a) obtaining, maintaining, installing and configuring hardware and third party software meeting requirements provided by Icertis for proper use and access to the SaaS, (b) providing support for the SaaS directly to Authorized Users, (c) validating critical failures by testing that they are reproducible and providing Icertis with all necessary documentation (such as screen shots and database query outputs), and (d) providing Icertis with remote access to Subscriber's physical computers or virtual machines/workloads in the cloud, as needed, for providing Support Services.

*Reasonable Assistance and Access.* Subscriber must provide Icertis with reasonable access to all necessary personnel and information and promptly answer all questions regarding Errors and other problems reported to Icertis, and Icertis will have the right to access the production instance of Subscriber's SaaS for purposes of issue reproduction and validation, implementing Fixes and Upgrades and supporting the SaaS. For Critical and High severity tickets, Subscriber is expected to be available during the workaround/resolution time to provide information as needed (even if it is afterhours for Subscriber).

*Supported Versions.* Icertis will only be obligated to support the then-current commercially available version of the SaaS and the immediately prior major release (the "Supported Versions"). Warranty and SLA commitments herein will not apply to the extent a nonconformity is due to use of a version other than a Supported Version. For any versions deployed on a single tenant, the Supported Versions will be expanded to include the then-current commercially available version and the two most recent prior major releases.

## Definitions.

**"Error"** means a failure of the production instance of the SaaS to operate in material conformance with their Documentation and applicable specifications but does not include failures that result from a disaster that requires a disaster recovery response.

**"Fix"** means a temporary software patch designed to mitigate the impact of an Error, notwithstanding that the Error still exists.

**"Plan"** means a description of the steps being taken by Icertis to resolve the Error which includes: (i) a description of the skill sets of the Icertis staff that have been assigned to work on the Error, (ii) a high level description of the actions those staff are taking as part of the effort to resolve the Error, and; (iii) a preliminary technical plan for how the Error will be resolved.

**"Upgrade"** means upgrades, updates, patch fixes, improvements or changes to the SaaS designed to enhance operating performance without changing the basic functions of the SaaS and as made generally available by Icertis at no additional charge to its licensees of the SaaS.

**"Workaround"** means a feasible change in operating procedures whereby an end-user can avoid the deleterious effects of an Error without material inconvenience.

Error Classification	Description
<b>Critical</b>	Error that results in the loss of all capability of the SaaS and for which there is no suitable then-existing Workaround.
<b>High</b>	Error that disables major fundamental functions from being performed and therefore affects the normal operations of the SaaS and for which there is no suitable then-existing Workaround.
<b>Medium</b>	Error that disables only certain non-essential functions but that does not affect the normal operation of the SaaS.
<b>Low</b>	Intermittent Errors that do not materially affect normal operation of the SaaS.

## EXHIBIT A-2

### Support Services – Icertis Upgrade Policy

#### Icertis Releases.

Icertis releases two major versions of Icertis Contract Intelligence every year. The major releases are typically scheduled for June and December. In between these major releases, maintenance packs are typically delivered every 4 to 6 weeks.

#### Upgrade Calendar.

The current Upgrade calendar for major releases and maintenance packs can be accessed from the Icertis support portal. The calendar is typically updated every 6 months and provides visibility for the next 12 months. Single tenant subscribers may deviate from this calendar by scheduling their Upgrade directly with Icertis within the supported timeframe.

#### Upgrade Cadence.

Multi-tenant subscribers are automatically Upgraded to the latest release, maintenance pack or hotfix as per the Upgrade calendar.

For multi-tenant subscribers, Icertis offers a contingency opt-out from the Upgrade calendar that allows a subscriber to skip an Upgrade cycle once every two major releases (approximately once a year). The Opt-out will apply to all ICI environments for the subscriber. Any compliant opt-out must be requested through a support ticket at least 2 weeks prior to the applicable scheduled Upgrade as mentioned in the published calendar. If there is an opt-out for an Upgrade cycle, the subscriber will automatically get Upgraded in the next cycle and does not get an option of consecutive opt-out.

**Example:** In the normal cadence as per calendar, the current version 8.3 instance will automatically be Upgraded to 8.4. If the subscriber chooses to opt-out, they will be Upgraded to 8.5 instead, and 8.4 will be skipped.

#### Why Upgrade?

Staying current enables you to take full advantage of the latest features and capabilities. You may also miss out on certain quality, performance, stability, security, and self-service improvements if you choose to opt-out and not Upgrade.

#### Upgrade Notice

Icertis will provide at least 30-day notice before upgrading a subscriber's instance to a new release.

For maintenance packs or hotfixes on production environments, Icertis will use reasonable efforts to provide subscribers with 5-days prior notice before applying a patch or a hotfix. Icertis will use commercially and operationally reasonable efforts to ensure that maintenance packs or hotfixes are applied in the scheduled maintenance window, and that any related down time is limited to not more than 2 hours per month. If, in Icertis's reasonable judgement, a patch or hotfix is immediately necessary

to maintain the availability, security, and performance of the SaaS, Icertis may provide the subscriber with a shorter or no notice period before the maintenance pack or hotfix is applied.

#### Upgrade Validation.

Even though Icertis does thorough testing and validation of the ICI platform before any release, it is important and highly recommended that subscribers run their own tests to validate their implementation.

Once Upgrades are deployed, subscribers are responsible for testing pre-existing business-specific configurations, customizations, and integrations (collectively “Business Specific Implementations”) made to that subscriber’s ICI platform. If defects or inconsistencies are found as a result of the release, the subscriber is responsible for resolving the Business Specific Implementations. Subscribers may contract with Icertis or any of its partners to enable this activity. Icertis is responsible for supporting any product bugs that surface during this validation as per the Support Services Exhibit. For clarity, any defects found in the code of the release itself is the responsibility of Icertis.

#### Maintenance Packs & Hotfixes.

During the supported timeframe, Icertis provides maintenance packs at an approximate interval of 4 to 6 weeks. Hotfixes, which are urgent and critical, are provided as soon as reasonably possible.

While maintenance packs and hotfixes are lightweight deployments and do not warrant a rigorous validation exercise, there is no flexibility possible in the schedule for applying maintenance packs.

#### 3<sup>rd</sup> Party Software.

The technical requirements section of the ICI Release Notes provides a list of minimum and necessary requirements to use ICI. We recommend you refer the release notes when upgrading as these requirements are subject to change with every release.