

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.

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
Support Hours and Availability	24x5 (the work week within Subscriber’s local time zone)	24x7	24x7
Support Team Engagement Model	General Support	Named Support	Named Support and Platinum Support Champion
Number of Authorized Support Contacts	2	6	9
Ticket Support Interface	Support Portal + Email	Support Portal + Email	Support Portal + Email + Phone
Customer Support Reviews	Not Applicable	Quarterly	Monthly
Request Ticket Support	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 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.

Error Classification	Standard	Gold	Platinum
Critical	<p>Initial Response: 2 hours</p> <p>Ongoing Communication: Once every four hours</p> <p>Target Resolution or Workaround: 2 Business Days</p>	<p>Initial Response: 1.5 hours</p> <p>Ongoing communication: Once every hour</p> <p>Target Resolution or Workaround: 1 Business Day</p>	<p>Initial Response: 1 hour</p> <p>Ongoing Communication: Once every hour</p> <p>Target Resolution or Workaround: 8 hours</p>
High	<p>Initial Response: 1 Business Day</p> <p>Ongoing Communication: Once every 2 Business Days</p> <p>Target Resolution or Workaround: 5 Business Days</p>	<p>Initial Response: 4 hours</p> <p>Ongoing Communication: Once every 6 hours</p> <p>Target Resolution or Workaround: 2 Business Days</p>	<p>Initial Response: 1 hour</p> <p>Ongoing Communication: Once every 6 hours</p> <p>Target Resolution or Workaround: 1 Business Day</p>
Medium	<p>Initial Response: 2 Business Days</p> <p>Ongoing Communication: Once every week for non-</p>	<p>Initial Response: 1 Business Day</p> <p>Ongoing Communication: Once every 3 Business Days</p>	<p>Initial Response: 2 hours</p> <p>Ongoing Communication: Once</p>

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

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
Critical	Error that results in the loss of all capability of the SaaS and for which there is no suitable then-existing Workaround.
High	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.
Medium	Error that disables only certain non-essential functions but that does not affect the normal operation of the SaaS.

Low	Intermittent Errors that do not materially affect normal operation of the SaaS.
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