

## PROSPEROWARE SUPPORT SERVICES

This Support Schedule contains the terms for Support provided by Prosperoware for the Prosperoware Product Customer has licensed pursuant to a product agreement entered into between Prosperoware and Customer (the “**Product Agreement**”). Defined terms not otherwise defined herein shall have the meaning as set out in the Product Agreement.

**Updates.** Prosperoware may amend this Support Schedule from time to time in its sole discretion. Updates to the Support will be posted to this website (<http://www.prosperoware.com/supportterms>) (“**Support Website**”).

**Authorized Partner Support.** If the Product is subscribed to or licensed through a Prosperoware Authorized Partner that is authorized to provide Support, the Authorized Partner will provide details of the Support, which shall be governed solely by the agreement between the Authorized Partner and the Customer. In such a situation the Support may be performed by the Prosperoware Authorized Partner or its designee, which in some cases, may be Prosperoware.

### 1. DEFINITIONS.

- 1.1. “**Business Day**” shall mean Monday through Friday, excluding nationally recognized holidays in the United States, the United Kingdom, India and Kosovo.
- 1.2. “**Error**” shall mean a material failure of the Product to conform to the Documentation. Prosperoware is not responsible for Errors caused by: (i) any software, hardware, operating system or network infrastructure not supplied by Prosperoware; (ii) unauthorized modifications to the Software; (iii) Customer’s failure to follow the operating procedures described in the Documentation or use of the Product outside the scope of the license rights; (iv) errors in the Software that Customer cannot reproduce under test conditions; or (v) Customer’s failure to update the Software when the relevant Error is corrected in a Software Update, and such Update has been made available to Customer.
- 1.3. “**Fix**” shall mean, in Prosperoware’s discretion, a bug or error fix, patch, or temporary work-around, or other resolution provided by Prosperoware in order to diminish or avoid the effect of an Error.
- 1.4. “**Support**” means provision of Customer support services in respect of the Product comprising technical support, Product Updates, and access to the Support Portal. The level of Support provided to Customer shall depend on the Support package purchased by Customer as detailed below.
- 1.5. “**Support Hours**” means the relevant support hours as detailed in Table 1 below.
- 1.6. “**Support Portal**” means the support portal found at [support.prosperoware.com](http://support.prosperoware.com).
- 1.7. “**Support Ticket**” means a Support request raised by Customer via the Support Portal to Fix an Error.
- 1.8. “**Target Response Time**” shall mean the estimated time for initial response to a Support Ticket during the relevant Support Hours, which may be provided by the .
- 1.9. “**Updates**” means (a) subsequent releases of the Product which Prosperoware makes generally available, subject to Customer paying all Support Fees as due (if applicable): (i) that add new features, functionality, and/or improved performance; (ii) operate on new or other databases, operating systems or platforms; or (iii) add new foreign language capabilities; (b) bug or error fixes, patches, workarounds and maintenance releases to address Errors; (c) new point releases, including those denoted by a change to the right of the first decimal point (e.g., v3.0 to 3.1); and (d) Documentation updates which describe changes made to the Product and help files.

2. **SUPPORT COVERAGE AND FEES.** *Paragraphs 2.1-2.3 shall not apply where Customer has purchased a Subscription Product in which case the Support shall be made available on the Subscription start date, pursuant to the Product Agreement.*

- 2.1. **Support Term.** Subject to Customer’s payment of the applicable Support Fees, Prosperoware will provide Support for the duration specified in the Order Form, or if no duration is specified, on an annual basis. First year Support shall commence on the date the Product is made available to Customer, or on the date of invoice for additional licenses of the Product ordered by Customer, whichever is applicable.
- 2.2. **Support Fees.** Unless otherwise provided in an Order Form, Support Fees are due thirty (30) days from the date of Prosperoware’s invoice. Thereafter, Prosperoware will provide Customer with a

'yearly renewal' notice prior to the expiration of the then current Support term. In order to reinstate or renew Support, Customer must first pay Prosperoware the then current annual Support Fees and all past unpaid Support Fees. Prosperoware reserves the right to suspend Support to Customer on written notice if payments to Prosperoware are thirty (30) days past due, until such time Prosperoware has received payment in full for Customer's purchase of such Support.

- 2.3. **Reinstatement.** Should Customer allow Support to lapse, reinstatement will be subject to the payment of applicable Support Fees for the lapsed period plus a reasonable reinstatement fee.
- 2.4. **Scope of Support.** Prosperoware will provide Support during the Support Hours, and in accordance with the procedures described below, as updated from time to time. Prosperoware will provide Customer with information on any significant changes via the Support Website. Prosperoware will provide Support coverage to Customer during the Support Hours as specified in Table 1 below.

Table 1	
Error Resolution Coverage	Scope
Support Hours	<p>The following support hours are provided on Business Days:</p> <ul style="list-style-type: none"> <li>9am – 11pm Greenwich Mean Time (GMT) / 3am – 5pm Central Standard Time (CST).</li> </ul> <p>Telephone support is available during the Support Hours provided a Support Ticket has been raised and confirmed by Prosperoware.</p> <p>Additional Support Hours are provided for Customers who have subscribed to Premium Support packages in accordance with paragraph 5 below.</p>
Number of Support contacts authorized to contact Prosperoware for Support (“ <b>Support Contacts</b> ”)	Up to 5 Support Contacts. Support Contacts must have been trained to use the relevant Product in order to effectively communicate with the Support team. Additional Support Contacts may be added to Customer's account for an additional fee.
Telephone Support within Coverage Period	Included
Secure access to Prosperoware Support Website	Included: <a href="http://support.prosperoware.com/">http://support.prosperoware.com/</a>
Priority 1 Target Response Time	1 Support Hour
Priority 2 Target Response Time	4 Support Hours
Priority 3 Target Response Time	2 Business Days
<p><b>NOTES:</b></p> <ol style="list-style-type: none"> <li>Prosperoware Support Phone Number: +44 20 3880 1550 for the UK and EMEA and +1 312 462 3800 for all other locations; please do not use to open a Support Ticket. These numbers are available <i>only after</i> the Support Ticket is opened on a matter.</li> <li>Additional Support Contacts may be added for additional Support Fees.</li> </ol>	

- 2.5. **Technical Support.** Upon identification of an Error, Customer shall notify Prosperoware of such Error by raising a Support Ticket. Upon receipt of a Support Ticket describing the Error, a Prosperoware Support representative will communicate with the Support Contact during the Support Hours by telephone or email to discuss, assist, attempt to replicate, and report the status of Prosperoware's efforts to correct an Error. Customer shall provide Prosperoware with enough information to reproduce the Error.

- 2.6. **Access.**

- 2.6.1 **Customer systems.** Access to Customer's systems shall be controlled at all times by Customer. Access shall be provided to Prosperoware on an as needed basis, as approved by Customer. Customer agrees to permit Prosperoware to use a software tool to view Customer's desktop environment using a secure, encrypted connection in order to facilitate access and resolution of Errors or, with respect to Software, to promptly apply critical Software repairs. During any Support session in which Prosperoware has been given electronic access to Customer's systems, access to such systems will include sufficient connectivity, throughput and bandwidth to enable Prosperoware to perform the necessary functions of the remote Support. All changes by Customer to electronic access should be communicated to Prosperoware in a timely manner.
- 2.6.2 **Least Privilege.** The Product connects to other Third Party Applications and systems using their APIs. Prosperoware will store the relevant authentication token for the Third Party Application in its database. Customer is responsible for providing Prosperoware with a least-privileged account sufficient to meet all Product features Customer is using.
- 2.7 **Customer Obligations.** Wherever possible, Customer must indicate the priority or severity of the Error while opening a Support Ticket. New Support Tickets will be assessed through discussion with Customer and the priority may be downgraded if it does not conform to the criteria detailed in Table 2 below. Customer must be prepared to provide Prosperoware with sufficient information to enable Prosperoware to identify the Error, including but not limited to remote demonstration of the Error, remote access to all applicable machines, information on the location of the Product, a detailed written description of the Error, including a description of the hardware on which the Product is installed, or through which access to the Product is made, names and versions of any operating systems, software browsers, database information, networks, and other software running with the Product, including patches and fixes. Prosperoware may ask Customer to take certain actions to determine whether the issue or problem is related to the Product or to another item. Customer must reasonably cooperate with Prosperoware during this process.
- 2.8 **Reproducing an Error.** It can be difficult to replicate and diagnose an Error due to unique aspects in customers' computing environments. Prosperoware does not provide Support for problems that cannot be reproduced while running the Product in a configuration that meets Prosperoware's specifications.
- 2.9 **Backup and Restore.** Customer must keep adequate backup copies of data, databases, and application programs. Customer is solely responsible for any restoration or reconstruction of lost or altered files, data, and programs.
- 2.10 **Upgrade Procedure.** While upgrading Products from one version to another, Customers must test the upgrade in a test environment, including key use-cases, to verify all services and jobs are scheduled and running as per previous versions. For the avoidance of doubt the foregoing shall not apply to upgrades to the Cloud Services. Customer must make backups of the Prosperoware database as well as other Prosperoware supported databases and repositories running in Customer's environment, and as well as all Customer Data.

### **3. ERROR CORRECTION.**

- 3.1. Error Procedures. Prosperoware will exercise commercially reasonable efforts to replicate, diagnose and correct any Error raised by Customer through a Support Ticket according to the procedures set forth in Table 2 below.

Table 2	
Priority Level	Description, Procedure
Priority 1	Priority 1 Error is an Error that: (i) causes system-wide Product failure in production; (ii) the substantial corruption or loss of Customer Data and/or restricted availability to such Customer Data or (iii) is otherwise unusable resulting in massive disruption of production use. When the Error can be replicated, Prospereware will commence work to provide Customer with a Fix and provide Customer with periodic reports on the status of such Fix. Prospereware will use commercially reasonable efforts to deliver a Fix to Customer, and to correct such Error in an Update. The timeframe for providing a resolution of a Priority 1 Error is dependent upon the specific situation, and is typically jointly determined by Customer and the Prospereware Support manager. Priority 1 cases are eligible for continuous effort by Prospereware Support personnel during the Support Hours, provided Customer's resources are made similarly available, until relief is provided.
Priority 2	Priority 2 Error is an Error that: (i) degrades system-wide performance of the Product in production; or (ii) causes system-wide failure of a primary function of the Product in production, but does not result in extended downtime. Prospereware will use commercially reasonable efforts to provide Customer with a Fix to such Error. The time frame for providing a resolution for a Priority 2 Error is dependent on the specific situation, and is typically jointly determined by Customer and the Prospereware Support manager.
Priority 3	Priority 3 Error is the Prospereware default severity, and is always used for new Support Tickets unless otherwise requested by Customer. Priority 3 Errors include those involving the failure of a feature or function which results in the Product not working as described in the Documentation. The time frame for providing a resolution for a Priority 3 Error is dependent on the specific situation, and is typically jointly determined by Customer and the Prospereware Support manager.

3.2. **Escalation.** In those instances where: (i) Prospereware cannot provide a fix to a Priority 1 Error within a reasonable period of time; or (ii) Customer is not satisfied with the progress attained, Prospereware will review the plan for addressing such Error with Customer. Customer may escalate the matter to Prospereware's management if it reasonably determines the plan of action does not demonstrate Prospereware is making commercially reasonable efforts to correct the Error in light of its impact on Customer's business.

#### 4. **SOFTWARE UPDATES.**

4.1. **Updates.** Updates shall not include new or separate Products which Prospereware offers only for an additional fee to its customers generally, including those customers purchasing Support.

4.2. Whenever Prospereware makes an Update generally available to its customers, for Software Updates, Prospereware will provide a copy of such Update to Customer at no additional charge so long as Customer is enrolled in a Support program. Prospereware may deliver Updates to Customer electronically. For Cloud Services, Prospereware will use all reasonable endeavours to implement Updates across the platform during Planned Downtime, of which Customer's registered administrative users will receive email notifications. Prospereware determines at its sole discretion the timing and content of any Software Update. Customers with Subscription Products, and those

under current paid Support agreements can obtain new versions of the Software by downloading the Updates from the Prosperoware Support Website. Upon delivery to Customer, or in the case of Cloud Services, implementation, any Update will be considered a “**Product**” for purposes of the Product Agreement.

- 4.3. **Restrictions.** For the Software, provision of Updates does not include installation services, which Customer may purchase from Prosperoware subject to Prosperoware’s standard rates and terms. Unless you have a Subscription Product no Updates may be copied by Customer to update any copies of the Software made by Customer unless Support has been purchased for such copies.
- 4.4. **Prior Versions.** Prosperoware’s obligations with respect to Support are expressly conditioned upon the installation and use by Customer of either: (i) the most current version of the Software; or (ii) the immediately preceding version, for a period of twelve (12) months after the most current version is made available to Customer. For Cloud Services, the platform is updated on a continuous basis.

## **5. PREMIUM SUPPORT.**

- 5.1 Premium Support applies to customers that have purchased Premium Support pursuant to the Product Agreement and as detailed in the relevant Order Form. Premium Support. There are three tiers of Premium Support: Silver, Gold and Platinum as described below and in Table 3.

- 5.2 **Silver Premium Support.** Silver Premium Support includes the following services in addition to the standard Support, detailed above:

- **Named Prosperoware Support Representative.** Customer is assigned a named Prosperoware Support representative.
- **Architecture Review.** Prosperoware will perform a periodic review of Customer’s architecture to ensure best practices.
- **Pro-active Monitoring.** Prosperoware will perform periodic monitoring of Customer’s installed Prosperoware Software or Cloud Services for Errors, performance or integration issues.
- **Configuration Changes and External System Integration Updates.** Upon Customer request, Prosperoware will: (i) make configuration changes such as template changes, metadata changes, workspace metadata and security updates, adjustments to out of the box settings and adjustments to notifications, as applicable; and (ii) test and implement minor upgrades or adjustments to external system integration and workflows, provided such requests require no more than 4 hours of work per request with no more than 15 requests per year in total.
- **Annual Health Reports.** Prosperoware will provide an annual report that outlines the overall health of the Product.

- 5.3 **Gold Premium Support.** Gold Premium Support includes the following services in addition to the Silver Premium Support:

- **Monthly Support Meeting:** Monthly Support meetings (1/2 hour) to include reporting on Service Tickets (number opened, resolution time, current status), status of open defects and feature requests, details on latest sprint update. Once per quarter the meeting shall be extended to 1 hour and includes longer term roadmap discussions and any planned changes to governance model.
- **24X7 Priority 1 Error Support.** 24X7 Support for Priority 1 Errors with a 15 minute Target Response Time. An initial status update for Priority 1 Errors will be provided one hour from the initial response (See Table 3).

- 5.4 **Platinum Premium Support.** Platinum Premium Support includes the following services in addition to Silver and Gold Premium Support:

- **24X7 Support:** 24X7 Support for Priority 1, 2 and 3 Errors with the following Target Response Times (see Table 3):

- P1 – 15 minutes
  - P2 – 2 hours
  - P3 – 4 hours
- **Status Update:** An initial status update will be provided as follows:
    - P1 – one hour after initial response
    - P2 – two hours after initial response
    - P3 – 4 hours after initial response

5.5 **Premium Support Services Levels.** The table below illustrates the additional services that are included with each level of Premium Support in addition to the Standard Support package.

<b>Table 3</b>			
Feature	Silver Premium Support	Gold Premium Support	Platinum Premium Support
Named Support Representative	✓	✓	✓
Architecture Review	✓	✓	✓
Periodic Monitoring	✓	✓	✓
Configuration Changes	✓	✓	✓
Minor Upgrades	✓	✓	✓
Annual Health Report	✓	✓	✓
24 X7 Support		✓ - Priority 1 only	✓ - Priority 1, 2 and 3
Monthly Status Meetings		✓	✓
<b>Target Response Time</b>			
Priority 1	1 hour	15 minutes	15 minutes
Priority 2	4 hours	4 hours	2 hours
Priority 3	2 business days	2 business days	4 hours
<b>Initial Status Update Commitment</b>			
Priority 1	N/A	1 hour after initial response	1 hour after initial response
Priority 2	N/A	N/A	2 hours after initial response
Priority 3	N/A	N/A	4 hours after initial response

5.6 **Exclusions.** Premium Support does not include major upgrades or changes to underlying systems, integration of an additional system, monitoring of iManage, NetDocuments, Office365 or any other underlying system.

## 6. Emergency Support.

6.1 Customer may request emergency Support outside of the Support Hours as follows:

- **On Call Weekend Support** – Subject to Customer giving not less than 72 hours advance notice to Prosperoware, Customer may request an assigned engineer for on call weekend Support (“**On Call Weekend Support**”). The additional Support Fee for On Call Weekend Support is \$500 (exclusive of tax) for every 8 hour period, which is the minimum period the Customer can request (“**Scheduled Reservation Period**”), plus a \$350 (exclusive of tax) surcharge per hour for all Support delivered to Customer by the assigned engineer during the Scheduled Reservation Period. All such Support shall be billed on a time and materials basis in hourly increments.
  - *Example: Customer requests On Call Weekend Support commencing from 9am Saturday until 8am Sunday (23 hours). During this period a Support session is initiated and lasts for 1.5 hours. Customer will be billed \$2,200 in total (\$500 X 3 to reserve the assigned engineer for three 8 hour periods and \$350 X 2 for the Support time delivered to Customer).*
- **Unscheduled Weekend Support** – Where Customer has been unable to provide the relevant advance notice for On Call Weekend Support, Customer may request an assigned engineer for unscheduled weekend Support (“**Unscheduled Weekend Support**”). The additional

Support Fee for Unscheduled Weekend Support is \$2500 (exclusive of tax) for every 8 hour period, which is the minimum period the Customer can request (“**Unscheduled Reservation Period**”), with a \$450 (exclusive of tax) surcharge per hour for all Support delivered to Customer by the assigned engineer during the Unscheduled Reservation Period. All such Support shall be billed on a time and materials basis in hourly increments.

- *Example: Customer requests Unscheduled Weekend Support commencing from 9am Saturday and the assigned engineer works with the Customer until 7pm Saturday. Customer will be billed \$9,500 (\$2500 x 2 for two 8 hour periods and \$450 X 10 for the Support time delivered to Customer).*

- 6.1 The provision of emergency Support by Prosperoware shall be subject to the availability of a Support engineer, which shall be confirmed to Customer following receipt of the request.

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