

## MAINTENANCE AND SUPPORT AGREEMENT

This Maintenance and Support Agreement is incorporated into the Master Terms and Conditions between IPRO and Customer (the "Master Agreement") and outlines the terms for maintenance and support of the IPRO Solution. During the term of any subscription, or for any license for which Customer has purchased Maintenance according to the applicable Order Form, IPRO shall provide maintenance and support for the Solution, subject to the terms set forth set forth below. Customer shall be solely responsible for any support or maintenance to be provided to internal users.

The following definitions apply to this Maintenance and Support Agreement. Capitalized terms used in this Maintenance and Support Agreement and not defined have the meanings assigned in the Master Agreement.

**"Customer Success Manager"** means a dedicated resource that Licensee will have as a resource to ensure of full value is obtained, outside of Technical Support assistance.

**"Issue Resolutions"** mean fixes, patches and workarounds that resolve errors, problems and nonconformities of the Solution with the Documentation.

**"Maintenance"** means the optional annual Support and Issue Resolution that may be purchased by licensees of the Solution for an additional fee.

**"Onboarding Services"** means the time during the deployment of the product, which is roughly the first 60 days from the purchase of the product.

**"Support"** means technical support via telephone, chat, or ticket portal during IPRO's standard support hours.

**"Premium Support"** means the additional enhancements to Support and Issue Resolution that may be purchased by licensees of the Solution for an additional fee. (as defined in Section 1.4)

**"Technical Escalation Support"** means emergency technical support for Critical issues (as defined in Section 1.2).

**"Upgrades"** means any generally released revisions, modifications, updates, corrected versions, new sequels and new versions of the Solution.

### 1. Maintenance and Support

IPRO shall use commercially reasonable efforts to diagnose, and remedy reported reproducible errors. IPRO will provide Customer with contact information for such requests. IPRO will provide technical support with multiple methods to contact support including phone, email, ticket portal and chat.

## 1.1 Hours of Operation

IPRO will provide 24/7 Support, where Customers can engage in any communication method to obtain Support during business days Monday through Friday during business and after-hours (critical issues or emergency support only). IPRO will provide Technical Escalation Support during the weekends for Critical severity level issues only. All Critical issues must be reported via phone call in order to escalate to appropriate personnel as required.

## 1.2 Issue Resolutions

IPRO will provide the following levels of Support to Customer or shall cooperate with Customer in the provision of Support to its users:

**Critical** – The IPRO Solution is down and unable to login or process a core function and consequently, a critical system is non-functioning. IPRO will respond and escalate to the event within 1 hour after receipt of notification from Customer via phone call.

**High** – The IPRO Solution is not down, but some functionality of the production application is not working, and consequently, a key function is not working but a critical process is not affected. IPRO will respond to the event no later than one hour after receipt of notification via phone call and will escalate within 4 hours of receipt of notification if a resolution has not been identified. If other communication methods are used, IPRO will follow the default Support response to Medium priority issues.

**Medium** – An event occurs that is either a non-production system or a non-priority production system event, including requests for updates, enhancements, or assistance to resolve functional issues. IPRO will respond to the event no later than 24 Hours after receipt if notification by any communication method.

**Low** – Any other request is an information event, including but not limited to roadmap questions, supporting of related technologies or how-to questions on how to operate the Solution. IPRO will respond to the event no later than 24 hours after receipt of notification.

IPRO responses are based upon a first-come first-served phone queue. IPRO's average waiting time is less than five (5) minutes. Each of the response times set forth above is an initial response time, and Customer agrees and acknowledges that the full and complete resolution of any of the foregoing categories of events may require additional time to complete by IPRO.

IPRO provides Support and Issue Resolutions for the current version and the prior version as well as any version for the first twelve (12) months from its general release. IPRO has no obligation to provide any Maintenance after the end of life of the applicable Solution version. IPRO's Solution calendar can be viewed at [Product Lifecycle Calendar](#).

### 1.3 Solution Upgrades

IPRO will provide assistance with installations, Upgrades, and patches released. IPRO will setup pre-install sessions with Customer to ensure all requirements are met prior to scheduling a downtime for the Solution. IPRO will be available to perform such routines after-hours or on the weekends.

IPRO will provide technical bulletins when any potential critical security vulnerability or data integrity issue has been identified and will perform an Upgrade to the Solution immediately. Additionally, IPRO will identify the impact and will promptly develop a remediation plan for Customer.

### 1.4 Premium Support

Premium Support is a paid support offering intended for organizations requiring faster response times, expanded contact-hours, and heightened issue priority. Premium Support includes all features of Standard Maintenance, plus the following:

- Calls and tickets are routed to IPRO technical experts, who have deep product knowledge across IPRO product offerings.
- Support hours are broadened, and response time is shortened.
- After-hours coverage is expanded to include 'High' priority issues (as defined in Section 1.2).

To purchase Premium Support, contact IPRO Sales or your Customer Success Manager.

	Standard	Premium
<b>Cost</b>	Included	15% of Contract (minimum \$15,000 per year)
<b>Business Hours</b>	9 AM - 5 PM (ET) Mon-Fri	8 AM - 12 AM (ET) Mon-Fri
<b>After-Hours</b>	Critical Issues Only	Critical and Serious Issues Only
<b>Support Team</b>	Technical Support Engineers	Pre-Qualified Technical Support Engineers
<b>Calls and Tickets</b>	Standard Prioritization	Elevated priority (using a unique PIN)
<b>Installs, Upgrades, &amp; Patches</b>	Included	Priority on Software Upgrades
<b>Initial Response Time (IRT)</b>		
<b>Critical (P1)</b>	1 hour	1 hour
<b>Serious Degradation (P2)</b>	4 hours	2 hours
<b>Moderate Impact (P3)</b>	1 business day	4 hours
<b>Low Impact / Inquiry (P4)</b>	1 business day	14 hours

## 1.5 Additional Terms

IPRO will provide the Maintenance services described in this Agreement if (i) Customer has paid all fees for such services; (ii) the issue has not been fixed in a subsequent release; (iii) Customer has not made any modifications to the Solution or Services; and (iv) Customer is not in breach of this Agreement or any other agreement between Customer and IPRO. Customer will have at least two representatives certified in the IPRO Solution where an enterprise product has been deployed on-premise. Once the Solution has been released to Customer, IPRO will provide Customer's designated representative(s) with administrative access to the Solution to enable Customer to manage its data and users' access to the Solution or Services.

## 2. Customer Success Manager

IPRO will provide a Customer Success resource that will assist through the onboarding process to ensure the deployment of the Solution is successful. The Customer Success resource will receive support from multiple teams within IPRO to ensure full knowledge and adoption is obtained and transferred to Customer including the infrastructure, application workflows, system settings, and the like. If required and approved by Customer, a Customer Success Manager or Professional Services individual can be engaged for Consulting sessions or have a regular cadence with Customer to ensure customized workflows can be built, custom training is provided and full value of the IPRO Solution is obtained during the duration of this Maintenance and Support Agreement. The set fee for this Consulting and Professional Services is \$250 per hour.

The Customer Success Manager or Account Manager may schedule regular Quarterly Business Reviews to ensure we take feedback and better align and understand both IPRO and Customer's vision of the Solution.

Training is available 24/7 via online self-guided learning. All available Training Courses can be found at <https://learn.iprotech.com/>.