

Appendix 3 – Maintenance and Support Services

<https://akirolabs.com/assets/>

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This Appendix "Maintenance and Support Services" together with the main body of the Service Agreement and its other integral components constitutes the "Agreement". Capitalized terms used herein that are not otherwise defined herein shall have the meaning assigned to them in the Agreement.

1. Definitions

“**Account Representative**” means the Customer’s primary akirolabs relationship management point of contact.

“**Authorized Support User**” means a named Customer representative who coordinates with akirolabs for the submission and completion of requests.

“**Business Day**” means 9:00am to 5:00pm Monday to Friday (excluding public holidays at the registered seat of akirolabs) in the time zone where an Authorized User logged an Incident support request.

“**Disaster**” means an unplanned interruption of the SaaS Solution resulting from the interruption of the IT infrastructure components used to support the SaaS solution.

“**Executive Sponsor**” means the akirolabs’ senior business sponsor for premium accounts.

“**Incident**” means an unplanned interruption to the usage of a SaaS Solution or a reduction in the quality of the SaaS Solution. The term Incident does not include:

- missing features;
- a design flaw if the SaaS Solution is working as designed or described in the Documentation;
- issues which are attributable to the Authorized User, including Authorized User’s work environment and other actions, and are not attributable to the SaaS Solution;
- deficiencies associated with Internet access, bandwidth, or continuity, or other telecommunications issues;
- issues attributable to a third-party application;
- any change request or other administrative service requests is not considered an Incident (and will be excluded from the Support Objectives (defined below)); and/or
- issues arising as a result of a Force Majeure Event.

“**New Release**” means a new version of a SaaS Solution that either provides additional functionality or corrects a fault in the prior version.

“**Pooled Technical Support**” means a shared service support model.

“**Recovery Point Objective**” (RPO) means the amount of data, measured in the number of minutes during which such data had been entered into the SaaS Solution by Authorized Users, which may be lost due to the Disaster.

“**Recovery Time Objective**” (RTO) means the amount of time that may pass before the SaaS Solution is restored to the recovery point.

“**Response Time**” means the elapsed time from when an Incident is reported by an Authorized User pursuant to the agreed communication protocols and the time that akirolabs contacts or attempts to contact the affected Authorized User to begin the resolution process.

“**Severity Level**” means the degree to which an Authorized User is impaired from utilizing the SaaS Solution as designed as the result of an Incident. There are four Severity Levels:

- Severity Level 1 – Incident that results in the loss of access to, or all capability of, a SaaS Solution and for which there is no suitable Workaround. akirolabs will work continuously until a Severity Level 1 Incident is resolved or a suitable Workaround is in place.
- Severity Level 2 – Incident that disables major fundamental functions from being performed and therefore affects the normal operations of the SaaS Solution and for which there is no suitable Workaround.
- Severity Level 3 – Incident that disables non-essential functions but that does not impair the normal operation of the akirolabs Services.
- Severity Level 4 – Intermittent Incidents that do not materially affect normal operation of the akirolabs Services.

“**Support Desk**” means the online support portal of akirolabs, accessible via support.akirolabs.com, for initiating an Incident request and otherwise communicating with akirolabs regarding all support issues for any Incident request.

“**Workaround**” means a feasible change in operating procedures whereby an Authorized User can avoid the detrimental effects of an Incident without material inconvenience.

2. Software support terms

2.1. Support Desk and New Release

The Customer will use the akirolabs Support Desk to initiate Incident support requests.

The Customer will receive technical support via the Support Desk. akirolabs will assign each Incident with a Severity Level and use its reasonable efforts to respond to all support requests within the timeframes listed in Section 3 below.

akirolabs, in its sole discretion, will determine the location and level of staffing required to deliver the Maintenance and Support Services to the Customer. akirolabs employs a Pooled Technical Support service model.

akirolabs will maintain and manage a role and access matrix for all Authorized Users, confirming designated Authorized User access with the Customer sponsor, and on an ongoing basis, provide

the building, configuration and changes for all Authorized User accounts in accordance with Authorized User administration policies.

akirolabs provides the Support Desk to assist the Customer in identifying and resolving technical queries and problems with the akirolabs Services. The Customer will not use the Support Desk to learn how to use the akirolabs Services or as a substitute for training.

akirolabs will not provide support for third party software, such as Internet Explorer, Microsoft Office products or HTML customizations.

akirolabs will, from time to time, issue a New Release and the Customer is obliged to accept and use such New Release. The further use of a previous Release will not be possible.

2.2. Conditions and Exclusions

akirolabs will only provide the Authorized Support User support via the Support Desk. Upon the Customer's request, akirolabs will provide on-site support at its standard rates and charges, plus reimbursement of travel and lodging expenses.

The Customer will initiate an Incident request for support by sending the request to the Support Desk. The Customer will provide akirolabs with complete information related to any such request. akirolabs will not be required to provide support, or akirolabs may stop providing support already commenced, if akirolabs reasonably deems the information provided by the Customer to be incomplete.

akirolabs may adopt such other procedures as akirolabs deems necessary and appropriate to provide the akirolabs Services. These may include satisfaction surveys, fault notification procedures and the maintenance of fault logs. The Customer agrees to follow any such procedures.

akirolabs is not responsible for Incidents caused by the Customer third party software nor will akirolabs be required to provide any support in respect to the Customer third party software. akirolabs is not responsible for the Customer introduced software and hardware incompatibilities.

The Support Desk does not include support related to Incidents caused by: (a) the operation of the akirolabs Services by the Customer incorrectly or in a manner other than expressly authorized by akirolabs in its documentation, or (b) the failure of the Customer to provide suitably qualified and adequately trained staff for the use of the akirolabs Services.

The Support Desk is not available during the Holiday Schedule.

3. Maintenance and Support

Maintenance and Support Plans		
	Standard Plan	Gold Plan
Support Plan Pricing	Included in the price of subscription	Additional fee to subscription
Support Coverage	24/5	24/7
Support Resources	Pooled Technical Support	
Support Scope	Break-Fix Out-of-Box Functionality	
Weekend Support	Not available	Sev 1 Incident request submission
Account Assignment	Named Account Representative	
Executive Sponsor	Yes	
Account Review per year	1	2
Fees	Included in the subscription fee	Fee stated in Order Schedule

3.1. Incident Severity

akirolabs will endeavour to resolve an Incident within the response and resolution timeframes set forth in the table below (the “**Support Objectives**”):

Support Objectives		
	Standard-Plan	Gold Plan
Severity Level 1		
Initial Response	2 hours	1 hours
Resolution/Workaround	2 Business Days	1 Business Days
Severity Level 2		
Initial Response	1 Business Days	12 hours
Resolution/Workaround	6 Business Days	4 Business Days
Severity Level 3		
Initial Response	2 Business Days	1 Business Day
Resolution/Workaround	10 Business Days	7 Business Days

Severity Level 4		
Initial Response	3 Business Days	2 Business Days
Resolution/Workaround	25 Business Days	18 Business Days

3.2. Account Review

akirolabs and Customer will meet annually for an account review during which the parties will discuss Customer’s receipt of Services and future needs for services, and akirolabs will report on service level performance, survey results, modifications and improvement of the Services, and plans for future enhancements.

3.3. Escalation Process

In the event either Party believes the Maintenance and Support Services provided by akirolabs are not in compliance with the terms described in this Appendix, the Parties will follow escalation path as specified below:

- The Customer Account Team will notify the Account Director.
- The Customer Account Team will work with the akirolabs support team and the Account Director to prioritize and work towards a resolution.
- For any Severity Level 1 issues that are not resolved in a reasonable amount of time, Customer will notify the Account Director.
- The Account Director will engage higher level support resources to provide visibility, and to request that the engineering team be engaged to work the issue directly along with the support team.
- For any Severity Level 1 or Severity Level 2 issues that are not resolved within the Resolution/Workaround time period, the Account Director will notify the Head of akirolabs’ Customer Success organization, who will work to engage the necessary akirolabs personnel to promptly resolve the issue. If such escalation remains unresolved for two (2) days, the Account Director will notify the Executive Sponsor who will promptly work with entire Account Team to define and communicate a resolution plan.

3.4. Disaster Recovery

In the event of a Disaster, akirolabs will use its commercially reasonable efforts to ensure an RPO of no more than 30 minutes and RTO of no more than 120 minutes.