

## ❖ INTRODUCTION

- These Platinum Support Terms (the "Platinum Support Terms" or "Terms") set out the description of platinum Support Services when purchased from IFS and references to "Customer" means a customer who has purchased such platinum Support Services.

## ❖ MAINTENANCE AND NEW RELEASES

- For the term of Support Services:
  - IFS will maintain the Current Release so that it operates in substantial conformity with the Software Documentation and will make all reasonable efforts to resolve Errors of which IFS becomes aware.
  - Customer has the right to Resolutions related to Current Release(s) as made available by IFS.
  - Customer has the right to any new Release of the Application Software made available by IFS.
- Customer's use of Resolutions and any new Release made available hereunder will be subject to the software license terms applicable to the Application Software and/or, where relevant, the applicable third-party license terms.
- Resolutions are made solely for the purpose of the applicable Current Release and IFS do not warrant conformity with other Releases of the Application Software or any other software. The implementation of new Releases of the Application Software may require Customer to acquire new releases of, or additional, third-party software and hardware, and may not be compatible with, be based on, or include the same technology, architecture or functionality as prior Releases.

## ❖ SUPPORT

- IFS will during Service Hours or on a 24/7 basis for Severity Level 1 and Severity Level 2 Cases:
  - Assist Customer to evaluate and classify registered Cases and determine their route to Resolution.
  - Analyze documented and re-producible Errors.
  - Provide progress updates for Severity Level 1 and Severity Level 2 Cases.
  - Where the route to Resolution is by way of a Service Update or Update IFS will make such Service Update or Updates available for the Customer to download\*.
- Customer Care Advocacy
  - This service entails that IFS will enable the Customer to monitor open Cases; will provide or make available summary reports of active Cases; and make available Case statistics. Customer Care Advocacy may also serve as an additional escalation function (initiated through Case management) in relation to Severity Level 1 and Severity Level 2 Cases, which in exceptional cases, IFS may deem require special attention.
- Priority Queuing
  - IFS will provide increased priority for reported Cases and increased responsiveness for Severity Level 1 and Severity Level 2 Cases.
- Support Services are further described in IFS' Support Policy.

\* For Apps 10 and below IFS will perform an impact analysis in regards of the standard code of the Current Release and will package the Update before making it available for download.

## ❖ SUPPORT SERVICES – GENERAL PROVISIONS

- Support Services are delivered as remote services, and any reporting, communication and documentation hereunder will be provided in English. IFS may use personnel from IFS affiliates, subcontractors or partners around the world to provide the Support Services.
- In order to receive Support Services:
  - the Application Software must be maintained at a Current Release and be used on supported operating platforms and systems as designated by IFS from time to time;
  - the Support Services will only be provided in regards of the unmodified code of the Current Release, meaning that Support Services relating to any Customization or non-standard release or version will be provided only where specifically agreed in writing by IFS and subject to payment of applicable fees and charges;
  - IFS will have no obligation to backport a Resolution from a later Update, Service Update or Release of the Application Software to an earlier Update, Service Update or Release;
  - the Application Software will not be constantly available, uninterrupted or error free and not all Errors may be found to enable correction; and
  - all Resolutions must be tested by Customer in the applicable environment before use.
- IFS may track and analyze the usage of the Application Software and Support Services for purposes of assisting customers, security, and improving the Application Software and Support Services and improving the user experience.
- Any professional services or other services in conjunction with the Support Services, including without limitation Upgrades, work related to delivery and installation, training services, IFS cloud services, data repair or back-up, will only be provided on separate terms agreed by Customer and IFS and on payment of applicable fees and charges.

## ❖ CASE REPORTING

- First Line Support
  - Customer has the sole responsibility for organizing first line and end-user support to its Users, with adequately trained and qualified personnel; support related training may be provided by IFS as a separate chargeable service.



- Customer shall coordinate, manage and supervise its Cases centrally to avoid duplicate reports, through a limited number of designated Key Users having the appropriate competences regarding the functionality of the Application Software and related business processes, database administration, third-party hardware and software which interoperates with the Application Software, and the use of the IFS case management portal, as directed by IFS.
- IFS Case Management Portal
  - Customer is granted access to IFS' case management portal where the designated Key User can create and manage Cases, view statistics on Case performance, and search available Resolutions in a mature knowledge database.
  - The IFS case management portal is normally constantly available (subject to any downtime experienced due to periodic maintenance or network unavailability), which allows Cases to be reported 24/7.
  - The IFS case management portal is accessible using individual log-in details. Customer shall keep confidential any such log-in details and shall take reasonable measures to prevent any unauthorized access or use thereof.
- Reporting of Cases
  - Cases must always be registered in the IFS case management portal before IFS will commence any work on such Case.
  - Cases shall be reported by the Key User, who shall:
    - Make reasonable efforts before the Case is reported to IFS to (i) isolate and identify the related non-conformity to establish that it constitutes a re-creatable Error in the Supported Software and (ii), by searching the IFS case management portal, check for a Resolution to the Error;
    - Combine the Case report with a detailed written description to enable IFS to diagnose the Case and to isolate, identify and re-create the Error; and
    - Provide reasonable and timely assistance to IFS in providing the Support Services and tracking a Case.
  - If IFS must perform additional work due to the inability of the Key User to provide the requested information, materials or assistance IFS will not be required to investigate further and/or IFS may charge Customer for its efforts on a time and material basis, but Customer understands that any attempted Resolution may not be successful.
- Case Handling and False Alarms
  - If IFS confirm the existence of a reported Error, it will be addressed by IFS in accordance with these Terms. If it is reasonably confirmed that no Error exists, or if the Error cannot be re-created, despite IFS and Customer complying with their respective obligations set out in these Terms, the Case will be closed.
  - IFS will have no responsibility for False Alarms. Customer understands that any work performed by IFS in regards of any False Alarm may involve additional charges, whether or not the Case is successfully resolved. IFS will notify the Customer without undue delay when the relevant IFS resource realizes that a Case constitutes a False Alarm.
- Test and Verification
  - It is the Customer's sole responsibility to test and verify Resolutions, Releases and other deliverables hereunder to satisfy itself as to their suitability for Customer's business purposes and IFS accepts no responsibility in this respect regardless of the testing done.
- Additional Training
  - Customer acknowledges that Improvements provided by IFS may require additional training of Key Users and Users.

❖ **SERVICE LEVELS**

- The following Service Levels shall apply to Cases duly submitted by Customer and registered in the IFS case management portal and which IFS accepts as being Severity Level 1 or Severity Level 2 and meeting the prerequisites set out below.

| Case Severity Level | Initial Response Time from Case Registration | Maximum Net Time for Resolution Action from Case Registration |
|---------------------|--|---|
| Severity Level 1    | 0.5 hours (24/7)                             | 4 hours (24/7)  |
| Severity Level 2    | 2 hours (24/7)                               | 16 hours (24/7)   |

- Service Levels for Initial Response Times
  - For Severity Level 1 or Severity Level 2 Cases, IFS shall provide an initial response to Customer within such times as indicated in the table above.
- Service Levels for Resolution Action
  - For Severity Level 1 or Severity Level 2 Cases IFS shall make a Resolution Action available to Customer within such net times as indicated in the table above subject though to the additional conditions below.
  - Where the Resolution Action entails an action plan, such action plan shall include: (i) Resolution status; (ii) planned next steps, including identifying responsible IFS resources; (iii) required Customer actions to support the Resolution of the Case; (iv) to the extent possible, planned dates for IFS' actions; and (v) date and time for next status update from IFS. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update.
  - The Service Level for Resolution Action shall be calculated on a net-time basis, excluding "Clock Stop Events".

- The Service Level for Resolution Action shall be deemed met if within the applicable net time: IFS propose a solution, a workaround, an action plan or other Resolution Action to Customer; or if Customer agrees, acting reasonably, to reduce the Severity Level of the Case. For the avoidance of doubt, if the Severity Level of a Case is downgraded from Severity Level 1 to Severity Level 2, then the applicable net time for the lower Severity Level shall be applied for the Case as a whole.

➤ Prerequisites

- The Service Levels shall only apply when the following prerequisites are met for the applicable Case: (i) the Case shall relate to a live production environment of the Application Software; (ii) the Case shall relate to the unmodified code of a Current Release which has the latest Resolutions installed; and (iii) the Case shall be duly submitted by Customer in English via the IFS case management portal, in accordance with IFS' then current Case reporting procedure and shall contain the relevant details necessary for IFS to take action on the reported Case.
- For Severity Level 1 Cases, the following additional prerequisites must be fulfilled by Customer: (i) the issue and its business impact must be described in sufficient detail to allow IFS to assess the issue; (ii) Customer shall make available for dialogue with IFS, 24/7, an English speaking Key User with training and knowledge sufficient to assist IFS in resolving the Case; and (iii) Customer shall designate a contact person who shall provide requisite remote connection and log-on data for IFS to access the applicable Customer environment at OS level, including applications, database, etc.
- Prior to the Service Levels taking effect, Customer shall work to secure that its solution is well-documented to enable Key User to assist IFS in the provision of Support Services, that the required remote access is established and that the required Key User training has been taken.

➤ Exclusions

- The Service Levels shall not apply to the following Cases: (i) Cases regarding Application Software which is non-current, i.e. does not have the latest Resolutions installed (based on the required Update or Service Update as per the Support Policy) and/or for which the applicable Support Period has expired; (ii) Cases relating to Customized Software or otherwise modified code; or third-party software; (iii) Application Software which is not in a live production environment; or (iv) Cases constituting False Alarms.

➤ Service Credits

- IFS shall be deemed to have met its obligations pursuant to the Service Levels outlined above by reacting within the applicable timeframes in ninety-five percent (95%) of all reported Cases for which a Service Level applies, in the aggregate, within a Calendar Quarter.
- Where Customer, in any Calendar Quarter, submits less than twenty (20) Cases for which a Service Level applies, in the aggregate, Customer agrees that IFS shall be deemed to have met its obligations hereunder if IFS has not exceeded the applicable timeframe in more than one Case during that Calendar Quarter.
- Subject to the above conditions, in the case of a Failure, the following terms and procedures shall apply: (i) Customer shall inform IFS in writing of any alleged Failure; (ii) IFS shall investigate any such claims and provide a written report proving or disproving the accuracy of Customer's claim; (iii) Customer shall provide reasonable assistance to IFS in its efforts to correct any problems or processes inhibiting IFS' ability to meet the applicable Service Level(s); and (iv) if, based on IFS' report, a Failure is proved, IFS shall apply a Service Level credit ("Service Credit") to Customer's next invoice for Support Services equal to one quarter percent (0.25%) of the portion of the fee attributable to the applicable Calendar Quarter for each Failure reported and proved in that Calendar Quarter, subject to a maximum cap per Calendar Quarter of five percent (5%) of the portion of the fee for Support Services attributable to such Calendar Quarter. Customer has the responsibility of notifying IFS of any Service Credit within one (1) month after the end of the Calendar Quarter in which a Failure occurs and it is acknowledged that no Service Credit will be paid unless notice of Customer's well-founded claim for Service Credit(s) is received by IFS in writing within such time. For the avoidance of doubt, a Service Credit for a Failure shall only be applied once per Case. For the purposes of Service Credit calculation, where the Current Release is licensed on a subscription basis, as agreed and specified in the applicable order, the fees for Support Services shall be deemed to be 50% of the applicable subscription license fee, unless otherwise is set forth in the order. The Service Credits stated in this section is Customer's sole and exclusive remedy with respect to any alleged or actual Failure.

❖ **CUSTOM SERVICES**

- To the extent specified in the applicable order, the custom services entail the following:
  - Third-party software
    - Support Services in respect of any third-party software will be provided by IFS only where agreed and specified in the applicable order for such Support Services, and any Resolution of Errors in such third-party software will be of the same nature and extent as IFS receives from the applicable third-party software vendor, subject to these Terms and/or any separately agreed terms.

❖ **OTHER CUSTOMER RESPONSIBILITIES**

- Test Environment
  - Customer shall at its own cost maintain a test environment to be used for reproduction of reported Errors and for the Customer to test and verify Resolutions and new Releases.
- Remote Access
  - Except to the extent otherwise expressly agreed by IFS in writing, Customer shall allow and enable IFS to perform its services using commercially available remote-control software as directed by IFS. Customer agrees to enable such remote-control access and provide such assistance as reasonably necessary to facilitate such services.
  - If the required connection method contravenes Customer's own connection policy, any appropriate alternative must be agreed by IFS before it is implemented. Any such agreed alternative will be conducted at the Customer's expense and may incur an increase in the fees for Support Services.
  - If remote access cannot be established, it is acknowledged that the Support Services can only be performed using reference environments available to IFS.
- Infrastructure

- Except to the extent otherwise expressly agreed by IFS in writing, Customer is responsible to maintain required infrastructure and environments (a) to upgrade and maintain hardware, operating system and applicable third-party software if a new Release of the Application Software so requires; and (b) to upgrade the Supported Software to a new Release if hardware, operating system and/or third-party software so requires.
- Configurations, Security Safeguards and Customer Content and Data
  - Except to the extent expressly otherwise agreed by IFS in writing, Customer is solely responsible, and IFS disclaims any liability, for any Configurations, content and data, including database monitoring, systems and data security safeguards, back-up, and data or content inadequacy, disruption, error, recovery, restoration, or repair.
  - IFS may need to access or view Customer's content or data in order to provide the agreed services. IFS will not access or view Customer's content or data, except as reasonably necessary to provide such services. Failure by Customer to provide such access to content or data may prevent IFS from performing its obligations and IFS disclaims any liability in regards thereof. Customer is aware that IFS, for the purposes of providing Support Services, may permit Customer data to be accessed or viewed by other IFS affiliates, subcontractors or partners, including foreign nationals, located in and/or outside of the country or countries in which Customer operates. IFS remain responsible for IFS affiliates, subcontractors and partners in such respect.

❖ **UPDATES**

- The Support Services and these Terms may be updated from time to time, any such updates will not materially reduce the overall Support Services available to the Customer from IFS.

❖ **GLOSSARY OF TERMS**

- The following terms used in these Terms shall have the meaning as given to them below, unless the context requires otherwise.
  - "Application Software" means IFS' standard, unmodified proprietary application software products, modules, applications, "apps" and programs (but, for the avoidance of doubt, excluding any third-party software included therein or associated therewith) which Customer has licensed and/or been granted the right to access and use under an order. It is limited to machine readable code (generally referred to as executable or object code) and the user instructions included in the Software Documentation. It does not include vocabularies and other items generally referred to as source code, nor any descriptions not included in the Software Documentation.
  - "Calendar Quarter" means the three-month period ending on March 31, June 30, September 30 and December 31 respectively of any given calendar year.
  - "Case" means a unique message, identified with a number, reported by the Customer into IFS' case management portal. Such a message can be a report of an Error, a request for information, modification or service, or other messages.
  - "Clock Stop Events" means elapsed time (a) where the Case is handed over to Customer for necessary and requested response, input, assistance or approval upon which IFS' performance depends; and/or (b) during the existence of network issues or other elements outside IFS' reasonable control.
  - "Configurations" means such capabilities in the Application Software to individually tailor the application, consisting of configurations (such as custom fields, custom objects, custom events, custom menus, custom business rules, client scripting, report layouts, etc) and personalizations (such as shortcuts, saved searches, screen layouts, etc).
  - "Customer-Induced issue" means issues arising out of (a) specifications, instructions or incomplete or erroneous information or input provided by Customer; (b) Customer's use of services, hardware, software, integrations, extensions or interfaces not forming part of the Application Software or issues caused by inadequate sizing or bandwidth in Customer's systems or delays or failures in Customer's network or on-line connectivity; or (c) issues in regards of the Application Software related to Customer's incorrect or unpermitted use or modification, excessive use, or deployment of Resolutions or new Releases in a manner not prescribed in the applicable IFS documentation or otherwise directed by IFS in writing.
  - "Current Release" means the latest Release offered by IFS for general commercial distribution and other currently supported Releases as designated by IFS in the then current IFS Support Policy.
  - "Customized Software" or "Customization" means any Application Software code modified or amended on behalf of the Customer. Setting of parameters, parameterization or configuration is not a Customization.
  - "Error" means a software defect in the Application Software, which consists of a nonconformity between the unmodified software and its applicable functional specifications, which for the Application Software are set forth in the Software Documentation.
  - "Failure" means the timeframes for the Service Levels are not met in regard to a reported Case, subject to any exclusions or pre-requisites.
  - "False Alarms" means Customer-Induced issues or issues which relate to Configurations, content or data or to software not forming part of the Application Software or other elements outside IFS' reasonable control.
  - "Fix" means a correction to an Error or a Security Vulnerability in the Application Software. Fixes are compatible with the applicable Current Release designated by IFS.
  - "Improvement" means a functional change made by IFS to improve or enhance the Application Software e.g. to implement new capability and address legal requirements. Improvements are compatible with the applicable Current Release designated by IFS.
  - "Key User" means a person appointed by the Customer who is trained and qualified to handle initial problem resolution and report Errors in the Supported Software.
  - "Release" means a version of the Application Software designated by IFS as a "release" and made available for general commercial distribution, typically containing new functionality, a cumulative set of Fixes and Improvements, as well as potential architectural changes, for example FSM 6.x, IFS Applications 10, IFS 2020 R1.
  - "Resolution" means a Fix, Service Update, Update or other solution, circumvention, software re-start, etc, by IFS to resolve an Error. A Resolution may consist of a temporary solution, including the creation of a by-pass or workaround, to restore the affected functionality and that will apply until the Error has been permanently resolved, it being understood that such permanent solution may only be made available in a future Release.

- "Resolution Action" means for Severity Level 1 or Severity Level 2 Cases a Resolution or action plan for Resolution.
- "Security Vulnerability" means a weakness in software code, a product or a system that leaves it open to the potential for exploitation in the form of unauthorized access or malicious behavior.
- "Service Credit" means as set forth in the Service Levels section above.
- "Service Hours" means 7am to 7pm during the working week of the physical country and time zone named in the applicable order, it being understood that some services can however have different hours. Where a service has different hours, these are set forth in the IFS Support Policy. Where the physical country named in the order has more than one time zone, the central time zone is utilized. Where the physical country named in the order has an even number of time zones, the easternmost of the two central time zones is used.
- "Service Levels" in means as set forth in the Service Levels section above.
- "Service Restoration" means where IFS assist Customer to bring the Application Software back to being available for productive use.
- "Service Update" means a cumulative set of high severity Fixes for a Release ("high severity" being as designated by IFS as set forth in the IFS Support Policy). Service Updates are compatible with a specific Release of the Application Software as designated by IFS and released in accordance with IFS' release schedule as applicable from time to time.
- "Severity Level" means the applicable severity level assigned by IFS to a Case, as it may be re-classified by IFS based on information gathered throughout the Case life-cycle.
- "Software Documentation" means the reference on-line manual produced by IFS describing the function of, and provided together with, the Application Software. It does not include any general descriptions, collateral, training material or other materials not included in the on-line manual.
- "Support Services" means the technical support and maintenance provided or made available by IFS and purchased by Customer for particular Application Software, which includes different support options, as specified on the applicable order for such Support Services. Support Services may be limited to certain software installation(s), instance(s), environment(s), language version(s), and country(ies) /site(s) as specified in the applicable order.
- "Support Period" means the period designated by IFS during which a particular Release of the applicable Application Software product or module will be supported and maintained by IFS.
- "Support Policy" means [IFS's policy document](#), as applicable and amended from time to time, further describing the contents and delivery of the Support Services.
- "Update" means a cumulative set of Fixes and Improvements for a Release. Updates are compatible with a specific Release of the Application Software as designated by IFS and released in accordance with IFS' release schedule as applicable from time to time.
- "Upgrade" means an upgrade from one Release of the Application Software to another, which requires a project assignment separately agreed in writing between the Parties, that may include implementation services, migration of Customer data, and other related professional services.
- "Users" means Customer's permitted individual end users of the Application Software, subject to the applicable license terms, limitations and restrictions separately agreed by the Parties.