

## ❖ INTRODUCTION

- These IFS Cloud Support Terms (the “Cloud Support Terms” or “Terms”) set out the description of Support Services where provided in combination with the IFS Cloud Services. Stand-alone Support Services will be subject to separate terms and conditions. References to “Customer” means a customer who has purchased IFS Cloud Services. Terms not defined in these Cloud Support Terms will have the meaning given in the terms for IFS Cloud Services (including without limitation Cloud Platform, Cloud Platform Vendor, Content, and IFS Cloud 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

- During the applicable Service Hours:
  - IFS will assist Customer to evaluate and classify registered Cases and determine their route to Resolution or Service Restoration.
  - IFS will analyze documented and re-producible Errors.
  - Customer will have 24/7 access to phone support in regards of Severity Level 1 and Severity Level 2 Cases.
  - Regular progress updates will be provided for Severity Level 1 Cases on a 24/7 basis.
  - Where the route to Resolution is by way of a Service Update or Update IFS will perform an impact analysis in regards of the standard code of the Current Release and will apply and package the Service Update or Update and make it available for the Customer to download.
- Proactive Updates
  - This service entails that IFS, during the applicable Service Hours, will assist Customer in proactive Service Update or Update planning to an agreed schedule and delivery plan, with secured delivery capacity on a reasonable effort’s basis.
- Customer Care Advocacy
  - This service entails that IFS, during the applicable Service Hours, will assist the Customer in monitoring open Cases; discussing summary reports of active Cases; and scheduling quarterly case reviews. Customer Care Advocacy may also serve as an additional escalation function in relation to Severity Level 1 and Severity Level 2 Cases which in exceptional cases, IFS may deem require special attention.
- Severity Level 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’s Support Policy.

## ❖ 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 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.

❖ **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 Service Hour (24/7)	4 Service Hours (24/7)
Severity Level 2	2 Service Hours (24/7)	16 Service 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's 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's 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; and (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.
  - Prior to the Service Levels taking effect, IFS and Customer shall work jointly to secure that the Customer's solution is well-documented in English, that the required remote access is established and that the required Key User training has been obtained. Any work of IFS in relation thereto shall be provided as a separate chargeable service.
- Exclusions
  - The Service Levels shall not apply to the following Cases: (i) Cases constituting or resulting from Excluded Incidents; (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 to which any applicable software warranty applies; (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's ability to meet the applicable Service Level(s); and (iv) if, based on IFS's 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:
  - Additional Instance
    - IFS provide source code control for an additional instance of the Application Software. The additional instance may be on a different Release to the original instance. A different primary region to provide Support Services may be agreed in regards of the additional instance.
  - 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.

## ❖ 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's 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's case management portal. Such a message can be a report of an Incident, a request for information, modification or service, or other messages.
  - "Clock-Stop Events" means elapsed time (a) outside of the applicable Service Hours, (b) during Scheduled Downtime or installation of Critical Resolutions, Emergency Changes or Proactive Changes, (c) waiting for necessary and requested response, input, assistance or approval from the Customer upon which IFS's performance depends, and/or (d) during which an Excluded Incident exists.
  - "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).
  - "Critical Resolution" means any Resolution addressing critical vulnerabilities (having a total score of 9.0 or higher using the base metrics under the latest published version of the Common Vulnerability Scoring System standard) or critical operational issue(s), as determined by IFS.
  - "Customer-Induced issue" means issues arising out of (a) specifications, instructions or input provided by Customer; (b) Customer's use of services, hardware, software, integrations, extensions or interfaces not forming part of the Software or the Services (c) issues caused by inadequate sizing or bandwidth in Customer's systems or delays or failures in Customer's network or on-line connectivity; (d) issues caused by incorrect or unpermitted use by Customer of the Services or the Software, or use beyond the applicable Use Level, or a manner otherwise not permitted under the AUP which has not been separately approved by IFS in writing; or (e) breach by Customer or otherwise caused by Customer (and, for the avoidance of doubt, each applicable whether induced by Customer or any third party acting on its behalf).
  - "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.
  - "Emergency Change" means a change or other Resolution that is triggered by a Severity Level 1 Incident. Emergency Changes follow an escalated approval process and will bypass Customer approvals.
  - "Environment" means the complete infrastructure and Software installation running on the Cloud Platform, which makes up the technical solution for a particular purpose, as specified in the applicable order. For example, "Production" or "Test".
  - "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.
  - "Excluded Incidents" means (a) issues outside the control of IFS or the Cloud Platform Vendor or by other elements outside the reasonable control of IFS; (b) issues relating to Content or Configurations; (c) Customer-Induced issues or issues arising as a result of Customer's failure to comply with reasonable instructions regarding the use of the Services; or (d) Incidents occurring or extending beyond the applicable Deferral Period or Support Period, or occurring as a result of an Environment being in a Non-Current State for reasons not attributable to IFS.

- “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 other Excluded Incidents.
- “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.
- “Incident” means an identified Error, Outage or other event impacting the performance of the Services.
- “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.
- “Non-Current State” means where an Environment that is not current, i.e. that does not have the latest Resolutions installed and/or for which the applicable Support Period has expired.
- “Outage” means the elapsed net-resolution time during which it is not possible to log-in to the Production Environment by any User, as determined by IFS or the Cloud Platform Vendor from automated health monitoring and system logs, due to a failure in the Cloud Platform. The duration of an Outage is measured during Service Hours on a net-resolution time basis from which the accumulated time for all Clock-Stop Events related to the Outage will be deducted, until the Outage has been temporarily or permanently resolved.
- “Proactive Change” means a change or other Resolution reasonably deemed necessary by IFS to pre-empt any Severity Level 1 or 2 Incidents based on available monitoring information
- “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 measure by which an Incident is resolved or pre-empted hereunder. Errors are resolved by way of 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 (“Resolution Action”).
- “Scheduled Downtime” means any period of scheduled maintenance used to perform any necessary changes, including any period scheduled by the Cloud Platform Vendor. Scheduled Downtime comprises: (a) planned and scheduled maintenance periods, as notified by IFS from time to time with reasonable notice; (b) where necessary, scheduled additional maintenance windows, as agreed with Customer, to implement Customer-approved changes of the IFS Cloud Services; and (c) Cloud Platform maintenance operations (scheduled by the Cloud Platform Vendor with notice provided approximately one week in advance).
- “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.
- “Services” means the IFS Cloud Services and Support Services.
- “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 different Service Hours can apply for different services. 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’s 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.

## IFS CLOUD SUPPORT TERMS



- “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’s 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 Content stored on the Cloud Platform, and other related professional services