

## Support Services Policy

The Supplier shall provide **Standard Support Services** in accordance with the terms of this policy, the terms of which may be amended by Supplier from time to time and shall be accepted by Customer.

The Supplier offers the following levels of support: **Standard Support Services** and **Extended Support Services** in relation to any product, platform, service or website provided to you (each, an "Amoeba Service"). All terms and conditions of this document shall apply to all levels of Support Services required.

### 1. DEFINITIONS

- 1.1. **"Acknowledge"** means the time the Supplier takes to acknowledge receipt of the reported Incident. This acknowledgment will be provided in the form of a ticket reference number via e-mail.
- 1.2. **"Business day"** a day other than a Saturday, Sunday or public holiday in the Republic of South Africa
- 1.3. **"Cloud Release/s"** means any progression or Update, of Supplier's Software-as-a-Service, and does not include version release numbers;
- 1.4. **"Customisations"** means approved changes made to features of the Solution by Supplier on behalf of the Customer;
- 1.5. **"Documentation"** in this policy refers to any user guides, technical guides, release notes;
- 1.6. **"End user"** means an End user not being able to complete a function in the fulfilment process.
- 1.7. **"Extended Support Services"** bears the meaning ascribed to it in clause 5.
- 1.8. **"Incident/s"** means any unplanned interruption, degradation, or failure of the Agility or Taskr Platforms provided by AmoebaTSC that impacts the Customer's ability to use such Services as intended.
- 1.9. **"Monthly Uptime Percentage"** means the Monthly Uptime Percentage calculated using the Supplier's automated systems, over the average of the last (3) three months. It is calculated to the nearest minute, based on the number of minutes in the given quarter (for instance, a 92-day quarter contains 132 480 minutes).
- 1.10. **"Normal Business Hours"**: 08:00 – 17:00 (Monday to Friday) excluding Public Holidays.
- 1.11. **"Parties"** means the Supplier and Customer as stipulated in the Master Services Agreement concluded between the Parties.
- 1.12. **"Public Holidays"**: means the Public Holidays in terms of the Public Holidays Act 36 of 1994.
- 1.13. **"Response Time"** means the time the Supplier takes to revert to the Customer with a proposed action plan to resolve the Incident, calculated from the time the support call is logged with the Supplier. For Severity 3 and 4 if this point in time does not fall within the Normal Business Hours as specified above, the reaction time shall start at the same time as the start of the next Normal Business Hours period.
- 1.14. **"Resolve Time"** means the actual time taken to resolve the Incident calculated from the agreed Response Time.
- 1.15. **"Standard Support Services"** bears the meaning ascribed to it in clause 4;
- 1.16. **"Update"** means a patch, bug fix or critical fix, issued by Supplier.
- 1.17. **"SaaS"**: Software-as-a-Service.
- 1.18. **"SaaS Subscription Term"** means the subscription term specified in a Work Order; and
- 1.19. **"Service Levels"** means the service levels as defined in **Table A** below or the agreed Work Order.

Where applicable, terms defined in the Master Services Agreement ("MSA") will have the same meaning when used in this policy, unless the context indicates otherwise.

**2. SUPPORTED VERSIONS OF THE SOLUTION**

- 2.1. Cloud Releases are supported for the SaaS Subscription Term.
- 2.2. The Supplier shall notify the Customer promptly in writing of the issue of any New Version, specifying the following:
  - 2.2.1. the charge for delivery and installation of the New Version if applicable.
  - 2.2.2. the licence fee payable for the New Version if applicable; and
  - 2.2.3. in what way the New Version differs from the previous version in terms of functionality, performance and compatibility.

**3. AVAILABILITY (SaaS only)**

- 3.1. For Customers with a valid and paid-up subscription, the Supplier shall use commercially reasonable efforts to ensure a Monthly Uptime of 99.5% with regards to the Core SaaS functionality during any given month of the SaaS Subscription Term, excluding the periods:
  - 3.1.1. in which any of the Parties are performing scheduled maintenance;
  - 3.1.2. that result from a termination as described in the MSA;
  - 3.1.3. that result from suspension due to overdue payments;
  - 3.1.4. caused by factors outside of the Supplier's reasonable control, including any *force majeure* event;
  - 3.1.5. that result from any actions or inactions of the Customer or any third party on behalf of Customer;
  - 3.1.6. that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology, contracted by the Customer;
  - 3.1.7. caused by the Customer's use of the Software in a manner inconsistent with the documentation or the Supplier's guidance;
  - 3.1.8. caused by the Customer's use of the Software after the Supplier advised the Customer to modify its use of the Software;
  - 3.1.9. attributable to acts by persons gaining unauthorized access to or use of the Software due to the Customer's failure to maintain and control security and access to the Software;
  - 3.1.10. attributable to the acts or omissions of the Customer or its employees, agents, contractors, or vendors, or anyone gaining access to the Software services by means of Customer's credentials or equipment.
- 3.2. **It is agreed that the Service Levels will not** apply during the initial customisation and onboarding Phase / Enabling and Implementation Period, the Standard Support Service measurement will start on signature of Acceptance Certificate pursuant to a Work Order.

**4. ITEMS COVERED BY STANDARD SUPPORT SERVICES**

**"Standard Support Services"** shall be defined as:

- 4.1. Support for all technical issues relating to the use of the Solution (including errors or problems with the Solution, issues during setup, and assistance in understanding specific features);
- 4.2. Availability of assistance / problem solving via the communication channels set out below during the hours specified in **Table A**;
- 4.3. Reporting and communication of all errors and problems with the Solution shall be sent to [support@amoebatsc.com](mailto:support@amoebatsc.com)
- 4.4. The Supplier shall assign a ticket reference number to each reported issue and shall respond to and resolve the issue in accordance with the Service Levels set out in Table A;
- 4.5. Provision of Cloud Releases as they become available;
- 4.6. Standard Support Services between the hours of 08:00 and 17:00 on weekdays, are included in the Platform Fees. Any **Extended Support Services** (for example, support outside of the standard business hours specified in **Table A**, such as extended weekday support until 20h00 or Saturday support until 13h00) shall not form part of the Standard Support Services and will be governed under a separate SLA contained in a Work Order agreed with the Customer, with associated costs based on the Customer's specific requirements.

## 5. EXTENDED SUPPORT SERVICES

**“Extended Support Services”** shall be defined as:

- 5.1. Any support and maintenance services provided by the Supplier beyond the scope of the Standard Support Services included in the Subscription Services. Extended Support Services may include, without limitation,
  - 5.1.1. after-hours support (outside of the standard business hours set out in Table A),
  - 5.1.2. weekend or public holiday support,
  - 5.1.3. enhanced or prioritised response and resolution times,
  - 5.1.4. the provision of dedicated resources,
  - 5.1.5. on-site assistance, or
  - 5.1.6. other premium or customised support offerings as may be required by the Customer.
- 5.2. Extended Support Services shall be provided only where expressly agreed between the Parties in a Work Order described under a **Support Service Bundle**, which shall set out the applicable service levels, service windows, escalation matrix, and associated fees. In the event of any inconsistency or conflict between the Standard Support Services described in this Policy and the Extended Support Services set out in a Work Order, the terms of the Work Order (including its service levels, escalation matrix, and associated costs) shall prevail and override the Standard Support Policy.

## 6. SCHEDULED MAINTENANCE

- 6.1. From time to time, the Supplier or its nominees reserves the right to perform maintenance interventions. These interventions update the Software to ensure the Customer benefits from new capabilities and defect fixes.
- 6.2. In the event of **Scheduled Maintenance**:
  - 6.2.1. The Supplier will carry out Scheduled Maintenance during the maintenance window of **23:00 to 05:00 South African** time.
  - 6.2.2. The Supplier will use commercially reasonable efforts to notify Customers with at least **2 (two) Business Days** in advance.
  - 6.2.3. The Supplier will notify all technical contacts associated with the Customer via email.

## 7. SCOPE OF THE SUPPLIER STANDARD SUPPORT SERVICES

- 7.1. Our Standard Support Services levels cover only production issues of the Software, not development and testing environments, including:
  - 7.1.1. Troubleshooting unexpected behaviours by the Supplier with the Software;
  - 7.1.2. Troubleshooting performance issues that can be linked directly to a specific misbehaviour of the Platform;
  - 7.1.3. Best-effort support in several underlying technology stacks which are dependencies of the Software, including networking, storage, and hardware management; and
  - 7.1.4. Performing system administration tasks.

## 8. ITEMS NOT COVERED BY STANDARD SUPPORT SERVICES

The Supplier shall be relieved of its responsibility for meeting any Standard Support Services level where a failure to meet a service level was attributable to:

- 8.1. problems resulting from components (hardware/software/network) for which Customer or another third party is operationally responsible;
- 8.2. changes made by Customer, or a third-party Supplier, to the environment which were not communicated and authorised in accordance with Change Management Procedure;
- 8.3. circumstances that constitute an event of force majeure;
- 8.4. an event, action, or inaction outside the Supplier's control or influence including but not limited to externally integrated third party platforms like AWS, Azure, Netcash or Axiros downtime or failure;
- 8.5. Customer's failure to perform its obligations as set out in the Agreement to the extent such failure affects Supplier's ability to perform the Services to the specified Service Levels;

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- 8.6. performance or non-performance of third-party suppliers and vendors not directly contracted to the Supplier;
- 8.7. problems caused by End-Customer's negligence, abuse or misapplication or use of the Software other than as specified in the Documentation, in the Licensing Information or other causes beyond the control of the Supplier; and
- 8.8. software installed on any hardware and/or interfaces that are not supported by the Supplier.
- 8.9. a support request that is classified as an operational support activity—specifically where the Customer has already received training on the activity in question but still requests assistance from the Supplier.

Notwithstanding the aforementioned Standard Support Services level relief, the Supplier will nevertheless attempt to continue to render the Standard Support Services in accordance with the provisions of the MSA and the applicable Work Order to the extent that it is able to without incurring any additional cost, and taking into account any dependencies that it relies on to enable it to do so. However, if it is unable to do so for any reason without incurring any additional costs, it will be relieved from doing so until such time that the Customer has approved such additional costs.

## **9. CUSTOMER OBLIGATIONS**

- 9.1. Customer agrees to provide Supplier with all information and materials reasonably requested by Supplier for use in replicating, diagnosing and correcting an error or other support issue with the Solution reported by Customer.
- 9.2. Customer acknowledges that Supplier's ability to provide satisfactory Standard Support Services is dependent on Supplier having the information necessary to replicate the reported problem with the Service. In submitting a service ticket to Supplier, Customer will send a **complete and accurate report that includes**: -
  - 9.2.1. Customer name and technical contact information;
  - 9.2.2. a reasonably detailed description of the request, together with any supporting information that Customer believes will assist Supplier in its diagnostic process;
  - 9.2.3. any error message(s) or other message(s) generated by the system in association with the request;
  - 9.2.4. any applicable trace files and/or logs;
  - 9.2.5. a test case or instructions necessary to demonstrate the request; and
  - 9.2.6. the date and time that the Service Ticket is submitted to Supplier.
- 9.3. Supplier shall not have obligations under Standard Support Services to remedy issues that will be fixed by implementation of a Cloud Release other than by implementation of said Cloud Release.

## **10. SERVICE LEVEL MANAGEMENT – FAULT/ISSUE MANAGEMENT**

- 10.1. The Supplier shall use reasonable endeavours to correct defects notified to it by the Customer in a timely manner appropriate to the seriousness of the circumstances in accordance with the following procedure:
  - 10.1.1. The Customer shall promptly notify the Supplier of all defects. Where such notification is made orally, the Customer shall provide written confirmation (using communication methods defined in "Standard Support Services") of the notification within 2 (two) working days.
  - 10.1.2. The Supplier, on receipt of above notification, shall determine the severity level and respond and resolve as stated in Table A below.
  - 10.1.3. If the Customer logs or classifies an Incident at an incorrect severity level, the Supplier shall reclassify the severity level in accordance with the definitions set out in this Policy and shall notify the Customer in writing of the reclassification, together with a brief rationale for such reclassification.

**TABLE A**

DESCRIPTION	Hours	Acknowledge	Response	Resolve
<b>Support Desk Service Availability Hours</b>				
General Service availability hours (excluding Sat, Sun and Public Holidays)	08:00 – 17:00	-	-	-
Logging of Severity 1 incidents – URGENT	24/7	15min	1 Hour	2 Hours
Logging of Severity 2 incidents – HIGH	08:00 – 17:00	15min	2 Hours	8 Hours
Logging of Severity 3 incidents - MEDIUM	08:00 – 17:00	15min	8 Hours	16 Hours
Logging of Severity 4 incidents - LOW	08:00 – 17:00	15min	24 Hours	7 Days
<b>Severity 1 – URGENT:</b> Customer risking major financial loss or failure to meet contractual obligations as a result of application failure.				
<b>Severity 2 – HIGH:</b> Service Disruption to multiple users as a result of application failure although not necessarily causing major financial or contractual risk to Customer.				
<b>Severity 3 – MEDIUM:</b> Minor business impact, individual end users affected. The majority of end-user incidents will be assigned to this Severity.				
<b>Severity 4 – LOW:</b> Low impact incidents – does not affect the business financially and/or operationally.				

**KINDLY TAKE NOTE**

- Notwithstanding the Service Levels set out in Table A, the parties may agree in writing, through a specific Work Order, to vary such Service Levels. In the event of any inconsistency between the Service Levels in Table A and those set out in the applicable Work Order, the Service Levels in the Work Order shall prevail.
- Any **Severity 3 or Severity 4** Incident reported **outside of Normal Business Hours** shall be deemed received at **08h00 on the next Business Day**, as defined in this Agreement.
- In the absence of no severity classification the default severity will be 4;
- The resolution timeframes indicated herein represent average resolution times for logged Incidents or Events. The Supplier shall use commercially reasonable efforts to meet or improve upon such timeframes and shall at all times endeavour to provide a high standard of support.
- The time limits specified in Table A shall not apply during the Enabling and Implementation Period.

**11. ESCALATION**

11.1. The Customer shall be entitled to escalate any Incident with the Supplier (for purposes of 2<sup>nd</sup> Level Support), and the Supplier undertakes to escalate all Incidents internally, according to the following escalation levels and escalation intervals contained in **TABLE B**:

**Table B**

Escalation Level	Supplier Contact Person	Contact Detail	Escalation Interval
<b>First Escalation</b>	Support Desk	<a href="mailto:support@amoebatsc.com">support@amoebatsc.com</a>	Initial response upon ticket logging
<b>Second Escalation</b>	Stefan van Zyl	<a href="mailto:stefan@amoebatsc.com">stefan@amoebatsc.com</a>	If not resolved within <b>4</b> hours of initial response
<b>Third Escalation</b>	Bradley Mackenzie	<a href="mailto:Bradley@amoebatsc.com">Bradley@amoebatsc.com</a>	If not resolved within <b>8</b> hours of initial response
<b>Final Escalation</b>	Ashley Smith	<a href="mailto:ashley@amoebatsc.com">ashley@amoebatsc.com</a>	If not resolved within <b>12</b> hours of initial response
<b>Kindly note:</b> All escalation intervals refer to time period which has elapsed since the initial response to the Incident			

## **12. LEVEL OF SUPPORT**

12.1. For purposes hereof:

- 12.1.1. "**1<sup>st</sup> Level Support**" means first line support directly to any Authorised Users or End Users ("Users") of the Services in an operational environment offered by a helpdesk;
- 12.1.2. "**2<sup>nd</sup> Level Support**" means technical support that could not be resolved by 1<sup>st</sup> level support and requires domain specific qualified user support;
- 12.1.3. "**3<sup>rd</sup> Level Support**" means any support not covered by 1<sup>st</sup> Level Support and 2<sup>nd</sup> Level Support, specifically including programming support and transactional support of a technical nature; and

12.2. The Customer shall provide 1<sup>st</sup> Level Support services to the End Users. Should the Customer require assistance from the Supplier to provide the 1<sup>st</sup> Level Support services to the Users or additional training to the Customer's employees and representatives, the Customer shall pay for such assistance as an additional support fee against the then current rate of the Supplier.

## **13. TERM AND TERMINATION**

13.1. Standard Support Services will be provided for the duration of the Work Order where the Standard Support Services have been confirmed forms part of the Services. Any termination of the Work Order between Supplier and the Customer will automatically terminate these Standard Support Services.

13.2. Notwithstanding the foregoing, where reasonably required by the Customer and agreed by the Supplier, the Parties may provide for a **handover period** following termination, during which the Supplier will continue to provide Standard Support Services on a transitional basis to facilitate an orderly transfer of responsibilities. The scope, duration, and any applicable fees for such handover period shall be agreed between the Parties in writing.

**--END--**