

# Appendix – Support Services & Availability

## 1. Technical Support

### 1.1. **Scope of Support.** Technical support includes:

- (a) Cority User Community (<https://uc.cority.com>): Online portal that enables members to connect, collaborate and engage with other members. All members are encouraged to participate in forum discussions, review knowledgebase articles/documentation, and submit questions to assist with getting the most out of the Cority platform. The Cority User Community is also an important hub for information on product updates, training, events, and news.
- (b) Support: Phone, email (emergency support only), and online case portal.

Prior to using the technical support services, Client’s personnel should have a reasonable familiarity with the Software either through formal training provided by Cority or the equivalent in informal training provided by Client. Technical support is available for the purpose of responding to possible errors in the Software and other issues of a technical nature. Technical support does not include implementation services, programming, report generation or resolution of the Client’s computer system problems that are unrelated to the operation of the Software.

Cority’s Maintenance and Support Guide is available to Client via the Cority User Community and sets out additional details relating to Cority’s technical support services. Cority may modify the Maintenance and Support Guide from time to time in Cority’s sole discretion, and updated versions will be made available to Client via the Cority User Community.

### 1.2. **Support Hours.** The Cority User Community is available twenty-four hours a day, seven days a week (except during scheduled or emergency maintenance). Phone support is available 24 hours a day Monday through Friday (Eastern time) excluding holidays, and on an emergency basis at all other times (to report critical issues or outages).

### 1.3. **Client Assistance.** Client will promptly provide Cority with reasonable assistance to determine the cause of and resolve support issues, including where necessary authorizing Cority to remotely access the Client’s instance of the Software and sending information or system data to Cority.

### 1.4. **Support Requests.**

- (a) All requests for technical support must be submitted to Cority via the channels set out in section 1.1(b) above (each, a “**Support Case**”). Each Support Case will be assigned a unique case number. Cority will use commercially reasonable efforts to reproduce and diagnose all Support Cases and correct all issues that it is able to reproduce.
- (b) Client may, acting reasonably, indicate the Severity Levels for each Support Case from the levels set out below. Notwithstanding Client’s selection, Cority may modify the Severity Level assigned to a Support Case in its sole discretion, acting reasonably.

Priority	Definition
<b>Critical</b>	<p><b>Critical Business Impact/Service Down:</b></p> <ul style="list-style-type: none"> <li>• A Production issue impacting all users.</li> <li>• Business critical functionality is inoperable, or system has failed.</li> <li>• This only applies to a production environment and indicates an inability to access services resulting in a critical impact on operations.</li> <li>• The condition requires an immediate solution.</li> <li>• Complete platform unavailable.</li> </ul> <p><b>** Production Environment Only **</b></p>
<b>High</b>	<p><b>Significant Business Impact:</b></p> <ul style="list-style-type: none"> <li>• Major functionality is impacted, or significant performance degradation is experienced.</li> <li>• Issue is persistent and impacts many users and/or major workflow functionality.</li> <li>• No reasonable alternative is available.</li> </ul> <p><b>** Production Environment Only **</b></p>
<b>Medium</b>	<p><b>Minor Business Impact:</b></p> <ul style="list-style-type: none"> <li>• The service or functionality is usable.</li> <li>• The issue does not represent a critical impact on your day-to-day business workflow/operations.</li> <li>• Non-critical functional impact.</li> </ul>

Priority	Definition
	<b>General Usage Questions and Feature Requests:</b>
<b>Low</b>	<ul style="list-style-type: none"> <li>• Issues that do not impact application functionality.</li> <li>• General inquiries.</li> </ul>

- (c) Cority will use commercially reasonable efforts to provide Client with an initial responses and resolution of each Support Case within the Response Time Objective and Resolution Time Objectives set out below. The timelines set out below are targets and not a guarantee of performance. For the purposes of this provision, “**work around**” means a remedy that temporarily circumvents or temporarily solves the issue until a permanent resolution is found and “**resolution**” means a permanent remedy that resolves the issue.

Priority	Response Time Objective	Resolution Time Objective
<b>Critical</b>	1 hour	4 hours Case updates provided every hour until work around or resolution is available.
<b>High</b>	4 hours	10 days Case updates provided daily until work around or resolution is available.
<b>Medium</b>	1 business day	14 days Case updates every 3 business days until resolution or work around is available.
<b>Low</b>	1 business day	30 days Case updates every 5 business days until work around or resolution is available.

## 2. Availability

- 2.1. **Availability.** With respect to the Software, “**Available**” means that the Software is available to Client for normal use. The Software will be Available at least 99.5% of the time in any given calendar month, 24 hours a day, 7 days a week, 365 days a year. Availability will be expressed to one decimal point with the decimal place rounded up or down to the nearest one-tenth of a percentage point. Availability applies only to production instances of the Software. Availability will be calculated as follows for each calendar month:

$$\text{Availability} = 100 \times \frac{\text{Expected Availability} - \text{Unexcused Downtime}}{\text{Expected Availability}}$$

### 2.2. **Definitions.**

- (a) “**Downtime**” means any period during which the Software is not Available, in minutes.
- (b) “**Excused Downtime**” means Downtime resulting from: (i) the performance of Scheduled Maintenance or emergency maintenance; (ii) an event of force majeure; or (iii) any of the circumstances described in section 2.3 below.
- (c) “**Emergency Maintenance**” means downtime of the Software outside of the Scheduled Maintenance hours that is required to complete the application of urgent patches or fixes, or to undertake other urgent maintenance activities.
- (d) “**Expected Availability**” means 7 days per week, 24 hours per day, excluding Scheduled Maintenance, in minutes.
- (e) “**Scheduled Maintenance**” means planned downtime, including for server and network maintenance to replace or repair components, update, or upgrades. Cority will make commercially reasonable efforts to notify Client in advance of any Scheduled Maintenance, including through the Cority User Community.
- (f) “**Unexcused Downtime**” means any Downtime that is not Excused Downtime.

- 2.3. **Exclusions.** Unexcused Downtime does not include any Downtime arising from: (a) Client’s use of any systems that do not comply with the system requirements in the applicable documentation; (b) networks, systems, hardware, equipment, or software not provided by Cority that are installed on or used in connection with the Client’s systems; (c) Client’s negligence, operator error, or use of the Software other than in accordance with its documentation or applicable law; (d) Client’s failure to secure login and password information or otherwise safeguard the Software against unauthorized access; (e) Client’s system management or system administration, including connectivity issues caused by corporate networking (firewalls, proxies, etc.); (f) interruptions or delays in providing the Software resulting from power, telecommunication or Internet service provider failures outside of Cority’s datacenter or cloud hosting environment; or (g) a Disaster (as defined below).

- 2.4. **Emergency Maintenance.** If Emergency Maintenance is required, Cority will immediately contact Customer and provide the expected start time of the Emergency Maintenance, its planned duration, and whether Cority expects the Services to be unavailable during the Emergency Maintenance.
- 2.5. **Chronic Availability Failure.** If Cority fails to meet the Availability set out in section 2.1 in three consecutive calendar months or in four calendar months in any 12-month period, Client may terminate the Agreement, in accordance with the termination provisions thereunder and any pre-paid annual fees applicable to the post-termination period will be refunded to Client on a pro-rata basis.

**3. Backup & Recovery**

- 3.1. Cority will perform daily backups using industry standard practices and will provide offsite storage of backup files on a weekly basis. Cority will use commercially reasonable efforts to restore any corrupted files following a failure event within 24 hours (72 hours for backups in off-site storage) using the most current backup files available.

**4. Disaster Recovery**

**4.1. Definitions**

- (a) **“Disaster”** means a situation where data and services at Cority’s primary data hosting center become unavailable or are expected to be unavailable for more than four (4) consecutive hours.
- (b) **“RTO”** means the targeted length of time required to restore normal operations following a Disaster.
- (c) **“RPO”** means the targeted period in which data might be lost from a service due to a Disaster.

- 4.2. **Recovery Objectives.** In the event of a Disaster, Cority’s RTO and RPO are as follows:

Description	Time
RTO	24 hours
RPO	24 hours