

S3 GROUP, INC.
SUPPORT SERVICES POLICY

Last Updated: January 2025

This Support Services Policy (“SSP”) describes the support and maintenance services provided by S3 Group (i) as Professional Services with respect to the support and maintenance of Third Party Products), pursuant to the Supplemental Terms for Professional Services; (ii) with respect to any warranty claim with respect to Deliverables consisting of implementation, integration, customization or enhancement of Third Party Products or Hosted Services pursuant to the Supplemental Terms for Professional Services (collectively, “Implementation Services”), or (iii) in connection with the Hosted Services and S3 Software, pursuant to the Supplemental Terms for Hosted Software Services, as applicable. This SSP is subject to the terms of the Agreement. Capitalized terms not otherwise defined in this SSP shall have the meanings ascribed to them in the Agreement. The term “Applicable Software” means (x) to the extent the Client has purchased support and maintenance services for Third Party Products pursuant to an Order for Professional Services, such Third Party Products; (y) with respect to any warranty claim in connection with Implementation Services, the applicable Deliverables; and (z) to the extent the Client has subscribed to the Hosted Services pursuant to an Order for such Hosted Services, such Hosted Services.

1. Support Requests. All support requests should be submitted to S3 Group’s support team via the means indicated in the support services agreement (the “Support Center”). Access to the Support Center is limited to Client’s designated technical support contacts (“Support Contacts”). Except as otherwise set forth on the applicable Order, all support Services will be provided remotely via email, phone or S3 Group’s support ticketing system.

2. Remote Access Software. Client acknowledges and agrees that provision of support Services to Client with respect to Third Party Software or any Deliverable related thereto (if included as Professional Services under an Order) may require Client to install (or to permit S3 Group to install) remote access software (“Remote Access Software”) on Client’s systems to enable S3 to assist in analyzing and resolving any Error. The Remote Access Software contains technological measures designed to collect and transmit to S3 Group certain diagnostic, technical, usage, and related information, including information about Client’s computers, systems, network, and any Third Party Products or related materials relating to or derived from Client’s use of the Third Party Products. Client acknowledges and agrees that: (a) S3 Group may collect, maintain, process, and use this information in the course of performing the support Services under the applicable Order; and (b) all or portions of the Remote Access Software may remain on Client’s system after an Error is resolved. Except as otherwise agreed to by the parties in an Order or otherwise in writing, Client is responsible for removing the Remote Access Software from Client’s systems following termination or expiration of the applicable Order.

2. Tier 1 Support – Support Contacts. Client’s Support Contacts are the sole liaisons between Client and the Client Support Center and will be responsible for communicating with and providing timely and accurate information and feedback regarding any failure of the Applicable Software to conform to the specifications applicable to such Applicable Software, as described in this Agreement (the “Specifications”) that results in the inability to use, or material restriction in the use of, the Applicable Software (each, an “Error”) that Client encounters and submits to the Support Center. Client’s Support Contacts must be knowledgeable about the Applicable Software and the environment to help resolve service issues and to assist S3 Group in analyzing and resolving the issues submitted to the Support Center. When submitting an issue to the Support Center, Client’s Support Contact should have a baseline understanding of the Error being encountered and an ability to reproduce the Error to assist S3 Group in diagnosing and triaging the Error. The Client Support Contact must also provide all necessary and appropriate screenshots, data, details about the Error or other information S3 Group may request in order to help diagnose the issue and reproduce it in a quality assurance (“QA”) or non-production environment. To avoid interruptions in support Services, Client must notify S3 Group whenever Support Contact responsibilities are transferred to another individual.

3. Tier 2 Support – Other End Users. S3 Group will provide “2nd Tier” support with respect to Client’s other End Users under this SSP. In this regard, Client’s Support Contacts will be responsible for routine troubleshooting and intake of all issues and questions of other End Users related to the Applicable Software. The Support Contacts will then make commercially reasonable efforts to address and to correct such issues or problems of any other End Users. If, after making such reasonable efforts, the Support Contacts cannot correct an error or problem related solely to the Applicable Software,

the Support Contact will notify S3 Group, and S3 Group will assist the Support Contact (not any other End User) in diagnosing and correcting such error or problem. S3 Group may also provide support and technical assistance or reference guides to End Users online, via the S3 Software (if applicable) or at such other locations as S3 Group may elect, in its sole discretion.

4. Response and Resolution of Reported Errors. When submitting a support request, Client should include its suggested severity level designation based on the questions asked by the Support Center, Error or issue ticket entry system and in a manner consistent with the definitions in the table below (each such submitted request, “Support Ticket”). S3 Group shall use commercially reasonable efforts to respond to such Support Ticket in accordance with the severity level designation determined by S3 in its sole discretion through the Support Center ticket management system. All Support Tickets submitted to the Support Center are assigned to S3 Group’s product support specialist and prioritized based on the severity and visibility of the request or issue identified in the submitted Support Ticket. If the Support Ticket includes identification of an issue, the Support Center shall attempt to troubleshoot such issue and provide a resolution of the Error. A “resolution” can be any of the following: (i) an update, modification or additions, workaround, hotfix, service release, procedure, routine, or configuration changes that may solve, bypass, or eliminate the practical adverse effect of an Error; (ii) provision of an action plan for Client to implement to address identified Error; or (iii) the provision of notice to Client that the Error is caused by a known, unresolved issue in the Third Party Software, or an incompatibility issue with any applicable Third Party Software, that cannot be further resolved by S3 Group or would require additional Professional Services with respect to the Hosted Software (if applicable) to resolve. The Error will also be considered resolved if the applicable Support Contact does not respond to a query or request from S3 Group after 5 (five) consecutive business days. S3 Group will use reasonable efforts to meet the target response times, set forth in the table below from the date and time the S3 Group first becomes aware of the Error, but such times are not guaranteed.

Severity Level	Description	Target Initial Response*
Severity 1 – Critical	The Applicable Software is unavailable or inoperable, resulting in a critical impact on the operation of the Applicable Software, and no workaround is available. Severity 1 Errors are limited to production critical events.	60 minutes
Severity 2 - High	The Applicable Software is accessible or operable, but the error results in a lack of core functionality and materially degrades significant aspects of Client’s business operations. No workaround is available.	4 Hours
Severity 3 – Non-Critical	The Applicable Software operates with limitations that are not critical to the overall operation of the Applicable Software or a workaround is available. For example, a workaround forces an End User to use a time-consuming procedure to operate the Applicable Software; or removes a non-essential feature, or Client can use the Applicable Software and all core functionalities with only slight inconvenience.	2 Business Days
Severity 4 – Feature Request or Enhancement	The Applicable Software operates according to the Documentation or as tested and approved by the Client, but Client requests a change or modification to existing features or functionality.	2 Business Days

* Time interval is only applicable during S3 Group’s normal business hours, which are 8:00 AM EST to 8:00 PM EST, excluding holidays

5. Excluded Errors. Notwithstanding any term to the contrary in the Agreement, S3 Group will not be responsible under the Agreement or this SSP for correcting errors the following errors (each, an “Excluded Error”):

(a) With respect to any Deliverables resulting from Implementation Services or the Hosted Services: (i) Client's failure to use any modifications or corrections to the Deliverables furnished by S3 Group; (ii) Client's misuse of the Deliverables or Hosted Services or failure to comply with the terms of this Agreement (including, without limitation, (x) Client's failure to operate the Deliverables or Hosted Services in accordance with the applicable Documentation or S3 Software Requirements, if applicable, (y) Client's use of an operating system for the Deliverables or Hosted Services other than at the release levels specified by S3 Group, or the version then approved by S3 Group of any Third Party Products that operate with the Deliverables or Hosted Services); (iii) any changes in the formatting, specifications, configuration or content of the Client Data, other Client-provided materials (or delivery method of the same), or Client systems or software or use of hardware or software that has not been recommended by S3 Group or approved by S3 Group in writing; (iv) modifications, alterations or additions to the Deliverables or the Hosted Services performed by any person other than S3 Group or without the express approval of S3 Group; (v) errors resulting from any software, hardware or equipment other than the Deliverables or the S3 Software (including, without limitation, any errors resulting from failures or interruptions in Client's or its vendors' networks or systems or any Third Party Provider's software, network or systems); (vi) modifications, alterations or additions to any Third Party Products relevant to the operation or use of the Deliverables or Hosted Services; (vii) events of force majeure, as described in the General Terms; or (ix) Client's or any End Users' negligence or willful misconduct.

(b) With respect to any Third Party Products for which S3 Group has been engaged to provide support and maintenance Professional Services: (i) Client's failure to use any modifications or corrections to the Third Party Products furnished by S3 Group or the applicable Third Party Provider; (ii) Client's misuse of the Third Party Products or failure to comply with the terms of this Agreement or the applicable license or subscription agreement with the Third Party Provider (including, without limitation, (x) Client's failure to operate the Third Party Software in accordance with the applicable documentation, or (y) Client's use of an operating system for the Third Party Product other than at the release levels specified by the Third Party Provider); (iii) any changes in the formatting, specifications, configuration or content of the Client Data, other Client-provided materials (or delivery method of the same), or Client systems or software, or use of hardware or software that has not been recommended by the Third Party Provider in writing; (iv) modifications, alterations or additions to the Third Party Provider performed by any person other than the Third Party Provider or third party authorized by the Third Party Provider for such purpose; (v) errors resulting from any software, hardware or equipment other than the Third Party Product (including, without limitation, any errors resulting from failures or interruptions in Client's or its vendors' networks or systems, other than the Hosted Services, to the extent subject to an active subscription with the Client); (vi) events of force majeure, as described in the General Terms; or (vii) Client's or any End Users' negligence or willful misconduct

6. **Limitations.** Other than with respect to validated warranty claims for Implementation Services, support Services may be subject to usage limits as set forth in the applicable Order. In the event S3 Group provides any support services to Client or its End Users in excess of such usage limits (or in the event that S3 Group elects, in its sole discretion, to provide any support services with respect to Excluded Error, including in connection with any asserted warranty claim for Implementation Services), Client will pay the corresponding usage Fees set forth in such Order for such additional Services (or, if no such usage Fee is set forth on the Order, at S3 Group's then-current time and material rates for Professional Services), with any such additional Fees invoiced monthly in arrears. S3 Group reserves the right to require the parties execute and deliver an Order or change order for Professional Services in connection with any such additional Services.
