

# **SUPPORT RESPONSE POLICY**

## **INITUS TECHNOLOGIES INC.**

**THE FOLLOWING SUPPORT RESPONSE POLICY APPLIES TO ALL CUSTOMERS WITH A VALID PRODUCT SUBSCRIPTION IN GOOD STANDING WITH INITUS TECHNOLOGIES INC. (THE "SUBSCRIPTION PROVIDER")**

The terms of this Support Response Policy (SRP) prevail over any of the Customer's general terms and conditions regardless of whether or when the Customer has submitted its request for proposal, order, or such terms. Provision of licenses to the Customer does not constitute acceptance of any of the Customer's terms and conditions and does not serve to modify or amend these terms.

1. **Support Request.** Any Support Request received by the Subscription Provider through the application support request submission page [here](#) shall be deemed to have been duly submitted, authorized, validated and approved. The Subscription Provider shall be under no obligation to provide a Response to any Support Request that is not submitted through the application support request submission page. The Subscription Provider will provide support only via the Wrike during the hours of 8:00AM to 6:00PM between Monday and Thursday, and 9:00AM to 1:00PM Friday Eastern Standard Time, *excluding* evenings, weekends and United States of America public holidays (“**Business Hours**”). The provisions of this SRP do not apply to any Support Request made outside of the prescribed Business Hours.

2. **Levels of Priority.** The Subscription Provider will utilize the following priority categorizations to classify Support Requests:

| <b>Severity Level</b> | <b>Priority</b>                         | <b>Definition</b>   | <b>Estimated Response Time</b>   |
|-----------------------|---|---|--|
| P1                    | <b>C1 – Critical Business Down</b>      | System/Function outage and business operation is directly impacted.<br><br>Functionality critical to the business is impacted and there is no workaround.   | During Business Hours, the Subscription Provider will endeavor, using commercially reasonable efforts, to provide a Response to a Support Request within four (4) Business Hours.  |
| P2                    | <b>C2 – Urgent</b>                      | Issue has an impact on functionality or data and must be resolved to ensure the system functions as defined in the requirements specification.<br><br>The system remains available and there may be a workaround. | During Business Hours, the Subscription Provider will endeavor, using commercially reasonable efforts, to provide a Response to a Support Request within six (6) Business Hours.   |
| P3                    | <b>C3 – How to/Non-Urgent Questions</b> | Desired change/question that does not directly affect data or functionality but may be related to process or user interface or experience.  | During Business Hours, the Subscription Provider will endeavor, using commercially reasonable efforts, to provide a Response to a Support Request within eight (8) Business Hours. |

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| P4 | <b>C4 – Enhancements</b> | Cosmetic or wish-list item that has no material impact on currently specified functionality. | During Business Hours, the Subscription Provider will endeavor, using commercially reasonable efforts, to provide a Response to a Support Request within twenty-four (24) Business Hours. |
|----|--------------------------|--|---|

3. Issue Escalation. The Customer may request that the “Severity Level” assigned by the Subscription Provider to an active Support Request be escalated if there are material changes in the impact of the Support Request on the business of the Customer, or if there is no Response from the Subscription Provider within one (1) Business Day in the case of a P1 or P2 Support Request. Notwithstanding the foregoing, the severity classification of any Support Request is in the sole discretion of the Subscription Provider.

Customer’s Failure to Respond. The Subscription Provider may: (i) lower the priority of any task, if the Customer does not respond within sixteen (16) business hours to a request for information or an update from the Subscription Provider; (ii) mark an issue as “Blocked”, if the Customer does not respond to a request for information or an update from the Subscription Provider within thirty two (32) business hours; and (iii) change the status of an issue to “Closed”, if the Customer does not respond to a request for information or an update from the Subscription Provider within forty eight (48) business hours.

The Customer shall compensate the Subscription Provider on a time and materials basis or as outlined in maintenance support plan (if purchased) for time expended or committed by the Subscription Provider (based on the Subscription Provider standard rates, as may be established from time to time) when working on Support Requests made necessary due to the fault of the Customer.

4. Exclusions. The obligations of the Subscription Provider under this SRP shall not apply to any unavailability, suspension or termination of the Subscription (or any part thereof), or other performance issues arising from a suspension or termination of the Subscription; or any actions or inactions of the Customer or any third party, including the Customer’s failure to respond as set out in Section 3 of this SRP.