

VISUAL KNOWLEDGE SHARE LTD.

Support Terms

Unless otherwise agreed to in writing between Visual Knowledge Share Ltd. ("Company") and the Customer, these Support Terms shall apply to the provision of support by Company for supported versions of the Software.

1. **DEFINITIONS**

1.1. In these Support and Maintenance Terms the following terms shall have the following definitions:

"After Hours Support" means the services described in paragraph 2.3 hereof.

"Business Day" means a regular business day, Monday through Friday, 8:00 a.m. to 6:00 p.m. (EST/EDT), which exclude weekends, and Canadian statutory holidays.

"Customer Support Request" or "CSR" means the report described and defined in paragraph 5 hereof.

"Designated Customer Support Contact" means up to two (2) employees of Customer who have been identified in writing by Customer as being authorized to issue a Customer Support Request to Company or to otherwise contact Company for Support.

"Maintenance" means the services described in paragraph 2.4 hereof.

"Maintenance Release" means a release or version of the Software that contains Problem corrections, software patches, and/or bug fixes for the Software that have been developed by or for Company and made generally commercially available by Company to its customers and which is designated by a change in the digit(s) of the release number to the right of the decimal point (for example, X.1 to X.2).

"Major Release" means a release or version that adds significant new functionality to the Software and which is designated by Company by a change in the digit(s) to the left of the decimal point of the release number.

"Problem" means an error, mistake, failure, or fault in the VKS Service, Software or related Documentation that prevents it from performing in accordance with the Specifications.

"Release" means a Major Release or a Maintenance Release.

"Software" means the supported version or versions of the Company software.

"Specifications" means the specifications set forth in the user documentation for the VKS Service and the Software.

"Support" means the services described in paragraph 2.2 hereof.

"Workaround" means a solution to a Problem that is delivered as instructions on how to avoid the Problem and achieve equivalent functionality.

1.2. Unless the context otherwise specifies or requires, capitalized terms used herein and not defined herein shall have the meanings given to such terms in the VKS Terms of Service.

2. **CUSTOMER SUPPORT AND MAINTENANCE SERVICES**

- 2.1. **Eligibility.** The Customer is eligible to use Support if the Customer is using the VKS Service or Software versions that are currently supported by Company as defined in paragraph 2.2 and if the Customer is:
- (a) Operating under a valid and current subscription license;
 - (b) Operating under a valid and current on-premise Software support contract; or
 - (c) A certified Company Business Partner requiring assistance on a customer-related, installation and usage issue.
- 2.2. **Support.** Company shall provide live telephone, on-line and electronic mail support to Designated Customer Support Contacts on technical issues relating to the VKS Service and the Software from 8:00 a.m. to 6:00 p.m. (EST/EDT) on Business Days. Company will provide Workarounds, Maintenance Releases or Major Releases for reported Problems in accordance with paragraph 4 hereof. Company will provide Support for the most recent Major Release and all subsequent Maintenance Releases of the Software and will support the preceding Major Release and all subsequent Maintenance Releases of the Software. If the Customer reports a Problem that has been resolved by a Maintenance Release or a Major Release, the Customer will be required to upgrade to such Release. If support is requested regarding a business problem (e.g. How do I modify an existing guidebook?), the call will be referred to the Customer's Designated Support Contacts as the first line of contact. It is expected that the Designated Support Contacts will not call the help desk with business related questions, as those should be answered internally within the Customer's organization.
- 2.3. **Contact Information.** Help desk contact information:
- Phone: 1-855-201-4656
- Email: support@vksapp.com
- 2.4. **After Hours Support.** If Customer contacts Company Support outside of our normal business hours of 8:00 a.m. to 6:00 p.m. (EST/EDT) on Business Days you may leave a detailed message in voicemail or e-mail and your request will be promptly addressed the following Business Day or within four (4) hours for Severity 1 Problems.
- 2.5. **Maintenance.** From time to time, Company shall make available to Customer the following (hereinafter referred to as "Maintenance"):
- (a) any documentation relating to relevant, known bugs or errors in the Software;
 - (b) any available Workarounds; and/or
 - (c) Maintenance Releases and Major Releases.

Use of Maintenance shall be governed by the terms and conditions of the license agreement for the Software.

3. SEVERITY LEVELS FOR REPORTED PROBLEMS

- 3.1. **Severity Levels.** When the Customer reports a Problem Company will follow the procedure outlined in paragraph 5 hereof and Company will assign a severity to the Problem according to the following definitions:

- (a) *Severity 1:* A Severity 1 Problem (Critical) is any detected condition that results in (i) a mission-critical production emergency where the organization is directly impacted; (ii) a serious problem causing business critical or common operations to halt; and (iii) no Workaround is available at time of the CSR. For a Problem to qualify as a Severity 1 Problem, Customer must make available to Company a dedicated resource to work with Company on the resolution of the Problem for the duration of the CSR.
- (b) *Severity 2:* A Severity 2 Problem (High) is any detected condition that results in (i) a severe loss or reduction of service; or (ii) an important function is experiencing a reproducible problem causing serious inconvenience and business critical or common operations to fail occasionally and is due to substantial non-conformance of the Software to the Specifications.
- (c) *Severity 3:* A Severity 3 Problem (Medium) is any operational deficiency or detected condition that presents a small loss or reduction of service required by Customer resulting in (i) a secondary function experiencing an intermittent problem, or (ii) a less common operation fails frequently but with some inconvenience and a medium effort Workaround is available. Severity 1 and Severity 2 Problems occurring in a non-production environment will also be classified as a Severity 3 Problem.
- (d) *Severity 4:* A Severity 4 Problem (Low) is a deficiency that results in (i) a minimal or no loss or degradation of Software functionality, or (ii) a minor inconvenience of service, or (iii) a less common operation fails occasionally causing low level inconvenience; and (iv) a low effort workaround is available.
- (e) *Feature Request:* A Feature Request is a request by Customer for additional functionality or a new feature for the Software.
- (f) *Question:* A Question is a request for information which is not necessarily related to an operational or performance Problem.

3.2. **Determination of Severity Level.** In the event of any dispute between the Customer and Company as to the severity level of a Problem reported to Company by the Customer, Company and the Customer shall escalate the dispute to the next level of management for resolution of the dispute, provided that if Company and the Customer cannot agree upon the severity level of a reported Problem the final determination of the severity level shall be made by Company, in its sole discretion.

4. **RESPONSE PROCEDURES AND TIMES**

4.1. **Response Types.** Company shall respond to Customer Support Requests in two stages:

- (a) *Acknowledgement:* Written or verbal acknowledgement of a Customer Support Request and assignment of Ticket Number.
- (b) *Company Support Action:* Provision of a solution as either a Workaround, Maintenance Release or Major Release, or, in the event that the Problem could not be resolved, the Customer Support Request will be closed.

4.2 **Response Times.** Company shall use commercially reasonable efforts to meet the following response times:

Severity Level	Acknowledgement	Company Support Action
----------------	-----------------	------------------------

Critical	4 hours	<p>Critical Problems are worked on continuously until a Workaround is found.</p> <p>Critical Problems are immediately escalated to Support Senior Management and, after 24 hours, to the CTO.</p> <p>A dedicated team comprising Software Support staff, QA testers, and/or developers as required, work to identify the source of the Problem, and if necessary create a Workaround or other resolution in order to restore mission critical operations in the shortest time possible. At that point the severity level is downgraded.</p>
High	8 hours	<p>Technical Rep will engage with Software Support staff, QA testers and/or developers as appropriate to identify the source of the Problem, and if necessary create a Workaround or other resolution in order to restore normal business operations as soon as possible.</p>
Medium	24 hours	<p>Company will use commercially reasonable efforts to provide an acceptable Workaround and incorporate a solution to the Problem in the earliest possible scheduled Release. Contact Software Support to monitor status of any bug.</p>
Low	48 hours	<p>Company will use commercially reasonable efforts to provide a Workaround. As appropriate the Problem will be logged as a bug or Feature Request and a Ticket Number provided; every effort will then be made to incorporate a solution in a future Release. Software Support may be contacted for status monitoring of any bug.</p>
Feature Request	48 hours	Determined by Company.
Question	48 hours	Determined by Company.

5. **PROBLEM REPORTING**

5.1. **Customer Support Requests.** For each request by Customer for Support, Customer shall provide Company with a written or verbal report (a "Customer Support Request" or "CSR") including, where possible:

- (a) a clear, detailed description of the problem, question or suggestion;
- (b) identification of the Software Release affected;
- (c) identification of the operating environment in which the Problem exists, including the operating system, hardware, build tools, etc.

- (d) a description of how to repeat the condition that brought about the Problem and the observed system behavior;
- (e) a complete and compilable sample of not more than 500 lines of code that demonstrates the reported Problem; and
- (f) additional relevant content, such as screenshots.

A Customer Support Request shall be mailed electronically, entered via web Customer Support Request system or communicated verbally. Company shall use reasonable commercial efforts to acknowledge the receipt of CSRs and issue a Ticket in a timely manner after receipt in accordance with the priority level of the reported Problem. Company shall identify each outstanding issue relating to CSRs or technical issues with a unique "Ticket Number" for tracking purposes. Upon request, Company shall provide Customer with a status on any Problem logged for Customer, provided that Customer identifies the particular Problem by the Ticket Number assigned to it by Company.

5.2. **Resolution of a CSR.** A Customer Service Request will not be closed until (a) the Customer has notified Company Customer Support that the Customer is satisfied with the resolution of the reported Problem or, (b) 30 days has passed since receiving resolution notification, whichever occurs first. If the Problem recurs, the CSR will be re-opened and Company will continue to research the issue.

5.3. **Closing a CSR.** If Company has requested further information and the information has not been received within a certain period of time, Company may decide to close the CSR. Time limit guidelines for further information requests:

- (a) the ticket is a Severity 1 and Customer does not update the ticket with the required information within 5 Business Days, Company may close the ticket. There will be a warning when 5 Business Days approaches and on the 5th Business Day. After 5 Business Days the CSR may be closed.
- (b) the ticket is a Severity 2 and Customer does not update the ticket with the required information within 10 Business Days, Company may close the ticket. There will be a warning when 10 Business Days approaches and on the 10th Business Day. After 10 Business Days the CSR may be closed.
- (c) the ticket is a Severity 3 and Customer does not update the ticket with the required information within 20 Business Days, Company may close the ticket. There will be a warning when 20 Business Days approaches and on the 20th Business Day. After 20 Business Days the CSR may be closed.

6. **SUPPORT NOT INCLUDED**

Support does not include (a) custom programming services; (b) training; (c) hardware and related supplies; (d) any support services provided at the Customer's site; or (e) any support for third party tools, operating systems and products.

7. **WARRANTY DISCLAIMER**

Company makes no warranties that the Support and Maintenance provided will be successful in resolving all Problems or in diagnosing Problems reported by Customer. Support is provided to Customer on an "as is" basis. To the maximum extent permitted by applicable law, Company disclaims all warranties and conditions, whether express or implied, including, but not limited to,

implied warranties of merchantability and fitness for a particular purpose for the Support and Maintenance provided by Company to Customer.

8. LIMITATION OF LIABILITY

Company' entire liability to Customer and Customer's exclusive remedy shall be the resupply of the Support by Company. Company shall not, under any circumstances, be liable for special damages, punitive or exemplary damages, damages for loss of profits or interruption of business or for loss or corruption of data.

9. INTELLECTUAL PROPERTY RIGHTS

Company shall own all proprietary rights, including patent, copyright, trade secret and other proprietary rights, in and to the Software, and any corrections, bug fixes, software patches, enhancements, Major Releases or other modifications to the Software, including custom modifications, and any intellectual or other property rights therein shall be the exclusive property of the Company. Any Releases provided to the Customer by Company shall be subject to and governed by the VKS Terms of Service.

10. LANGUAGE

The parties hereto confirm that they have requested that this agreement and all related documents be drafted in English. Any French translation hereof has been provided for information purposes only and does not have any legal value nor create any contractual relationship between the parties. Les parties aux présentes ont exigé que la présente entente et tous les documents connexes soient rédigés en anglais. Toute traduction de celle-ci est non-officielle, est fournie à des fins d'information seulement et ne crée aucun lien contractuel entre les parties.