



Software Support, Service Availability and Maintenance

Our Software support, maintenance and service availability for **FoundationIP** is outlined below.

Service availability

We endeavor to ensure 100.0% availability of our software and make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends or outside regular business hours (i.e. after regular end of business Pacific Time and before start of business Eastern Time).

Credits

We will provide you a credit in accordance with the credit percentage and calculation set forth below, provided you promptly inform of us of such service disruption in accordance with the support channels set forth below. Credits will not be provided for scheduled maintenance or if downtime is caused by circumstances beyond our reasonable control (such as failures of equipment or software of upstream service providers or at your location). You must notify us through the support process below of any disruptions to be eligible for a credit. You may monitor the uptime status at <https://status.cpaglobal.com/>.

Credits will be calculated as follows: *Credit percentage x Monthly service charge paid for the affected services.*

System uptime per calendar month	Credit Percentage
98 to 100% (Less than or equal to 864 mins)	0%
95% - 97.9% (Less than or equal to 2,160 mins but greater than 864 mins)	25%
50% - 94.9% (Less than or equal to 21,600 mins but greater than 2,160 mins)	50%
0% - 49.9% (Greater than 21,600 mins)	100% – Uptime %

Support

We will provide support for your designated administrators Monday to Friday (excluding local/bank holidays) during the hours below. Support includes issue analysis, support case management, prioritization of issues, tracking and investigation of issues and explanation of error messages. You must provide us with the information we need to resolve your problem. This includes relevant contact information, details about the problem, error messages, user IDs, and any other necessary information.

	North America	EMEA	Asia Pacific
Help Desk Hours	8AM to 8PM US ET	9:00AM to 6:00PM CET	9AM to 6PM HKT

Contact Information. If you have problems using our software, your designated administrators can contact us during normal hours in the following ways:



- Customer Community Portal (available 24/7). The recommended method is to log support requests via the Customer Community. When the request is entered via this method, an automatic email notification is sent to the Support Team. We acknowledge and provide a ticket number for each request entered in the Customer Community. Critical issues should also be raised here in English language so that they can be picked up by our regional support teams or Global Incident Management team.
- Email requests come into our support email box. We request that Customers only use email if the Customer Community is not available. The email box should not be used for emergency requests. Email are handled as follows:
 - (i) Email enquires are routed into the call tracking system in the same manner as a telephone call;
 - (ii) With the basic level of service, we monitor the email box during its US business hours; we acknowledge and provide a ticket number for each email received.
- Telephone requests come into our support center call number and call loop. Upon reporting an issue to us, you shall inform us of the severity level and the rationale for such determination.

Response. We will use commercially reasonable efforts to meet the service level objectives stated below. Target response times to confirm receipt and begin troubleshoot and diagnosis of the problem are below. Resolution times cannot be guaranteed, although we undertake every effort to resolve your issues as soon as possible.

Priority	Response Due	Criteria
Severity 1	4 Business hours	An issue which (a) causes all live system processing to stop; and/or (b) causes a corruption which threatens the deadline of time-critical business processes.
Severity 2	1 Business Day	An issue (other than a Severity 1) which causes a problem which severely impairs the normal functioning, which affects most users and/or disrupts time-critical business processes.
Severity 3	2 Business Days	An issue (other than a Severity 1 or 2) which (a) has no direct and material impact on business processes, (b) has an impact only on a segment of users, or (c) does not yet disrupt time-critical business processes.
Severity 4	2 Business Days	A cosmetic defect or error (other than Severity 1, 2 or 3). These will be logged but no immediate action will be taken. We will generally monitor the situation but will not be obliged to provide any solution.

Escalation Path. If you do not receive a response within the timeframe designated above, please reach out to your Customer Success Manager or Account Manager.

Disclaimer

Support services do not include visits to your site, any services for third party equipment or software, problems stemming from a change you made to the software, or consulting services related to client specific configurations or implementation (such as interactions between the software and your hardware, installations at your site, assistance with acceptance testing, client specific templates or reports, etc).

We have no obligation to correct any error resulting from a failure by you to implement a third-party software modification or update recommended by us and provided to you at no charge. We are not responsible for downtime or any other failure to meet the availability requirement if the root cause of the disruption is (i) your breach of the



agreement; (ii) your failure to use minimum recommended browser standards for access to and use of the software; or (iii) outside of our control including, but not limited to, failures of hardware or software of upstream service providers or at your location or improper use of the software. Any additional services which you may request and we may agree to perform will be billed on a time and materials basis subject to our current applicable rates.

Changes to Support Policy

This policy may be updated by us from time to time, in our sole discretion.

Last updated: November 2021