

SaaS Support Services Terms

These SaaS Support Services Terms (“Support Terms”) shall apply if you have purchased Services that include SaaS support services. These Support Terms are in addition to and do not nullify any other agreement between you and APEX Analytix, LLC (“APEX,” “we,” or “us”). You are called a “Customer” of the APEX SaaS Support Services. Capitalized terms not defined here shall have the meaning set forth in other agreements between you and us.

General

APEX will provide access to the SaaS on its infrastructure in the United States. For more information on the data processing standards and information security measures used, see the Data Processing Addendum (DPA) <https://legal.apexanalytx/data-processing-addendum>.

The Customer will provide a primary contact to receive updates and maintenance notices. All data will be transmitted using one of the standard integration options provided by APEX.

As applicable, the Customer must periodically provide APEX with corresponding information in ASCII or Unicode data in APEX’s standard format from such Customer’s ERP so that the Customer Data in the SaaS can be synchronized with the Customer’s ERP System. Additional ERP or application systems requiring separate data exchanges with APEX are subject to additional fees each and will be quoted as needed.

Support and Maintenance

APEX shall provide SaaS Support Services for the Service at the Customer’s request.

The Customer shall support its Authorized Users and escalate technical problems with the SaaS to APEX through its Authorized Support Contacts (defined below).

All APEX SaaS Support Services will be provided in English only.

APEX provides the most current searchable user guide for each of its standard SaaS software modules for use by the Customer and its Authorized Users.

The Customer’s Authorized Support Contacts may submit support tickets through the APEX Support Portal. APEX shall provide live technical support through telephone (US toll-free +1.877.506.2739, outside US +1.336.291.1070) and e-mail (support@apexanalytx.com) between the hours of 8 a.m. and 6 p.m. EST/EDT on business days, excluding weekends and United States holidays (“Standard Hours”), and on a 24-hour, 7-day-a-week basis for Level 1 and 2 incidents (defined below). Support outside Standard Hours for Level 3 and 4 incidents is available at APEX’s then-standard professional service rates.

Support Procedures.

When the Customer’s Authorized Support Contact submits a support request, APEX will confirm that the request has been received. Incidents that cannot be replicated or reproduced by APEX cannot be addressed until a basis for the review is established. APEX shall have no obligation to provide direct support to anyone other than the Authorized Support Contacts.

All incidents reported to APEX will be handled based on an assigned Priority Level (defined below). APEX will investigate the Priority Level of all incidents upon submission and reserves the right to adjust the severity as initially submitted by the Customer's Authorized Support Contact.

All Priority Levels apply to Services in production use only (and do not apply to any Service in user acceptance testing ("UAT") or other environments). Level 4 - Low priority shall apply to *all* non-production incidents.

Priority Levels are defined as follows:

Level 1 - Critical: This level is assigned when all functionality in the SaaS is unavailable, causing a critical impact on the Customer's business operations. No workaround is available. All Level 1 incidents require telephone notification to the APEX Support Services help desk to be resolved promptly.

Level 2 - High: This level is assigned when the incident does not cause all functionality of the SaaS to be unavailable but instead causes a severe loss or degradation of the performance of a critical core function of the SaaS. All level 2 incidents require telephone notification to the APEX Support Services help desk to be resolved promptly.

Level 3 - Medium: This level is assigned when the incident does not cause all functionality of the SaaS to be unavailable but causes a partial loss or degradation of performance of a function of the SaaS (or is a verified functional defect in the SaaS) with limited impact on the Customer's operations. Resolution of the incident may require a temporary workaround to maintain the functionality until a more permanent solution is developed.

Level 4 - Low: This level is assigned when the support request is not a Critical, High, or Medium level incident. Any non-production requests are, by default, Low priority. Level 4 incidents may include but are not limited to the following: (1) requests for information; (2) minor functional problems causing a minor impact on the performance of the SaaS; (3) cosmetic defects; (4) other minor failures of the SaaS to conform to its Documentation; and (5) general SaaS functionality questions.

Production Enhancement Requests. Requests to enhance or modify any standard SaaS solution will be added to the enhancement request log and considered for a future roadmap release.

Response to Incidents. APEX shall use commercially reasonable efforts to resolve incidents. Responses may include temporary fixes and workarounds until a permanent solution is developed. Response to an incident may consist of one or more of the following: (1) information that corrects the error; (2) information that identifies the error as being resolved using a new or upcoming release of the application; (3) a workaround (based on the incident severity); (4) the error is caused by a known, unresolved issue or Service incompatibility issue; or (5) the incident has been identified as an issue with Third-Party Software or the Customer's System.

Response times are as follows:

Level 1—Critical: Incidents must be addressed within four (4) hours of receiving notification of a support request. APEX shall communicate hourly status reports.

Level 2 - High: Incidents within ten (10) hours of receipt of notification of a support request. APEX will communicate hourly status reports.

Level 3—Medium: Incidents within five (5) days of receiving notification of a support request, excluding weekends and holidays. APEX shall communicate daily status reports.

Level 4—Low: Incidents will be addressed in the next maintenance release. APEX will communicate weekly

status reports.

Exclusions. SaaS Support Services do not include: (i) support for malfunctions of any Third-Party Software not supplied or maintained by APEX; (ii) problems caused by negligent or improper use, accident, neglect, or misuse by Customer, Authorized Users or third parties; (iii) operational errors which are the result of Customer's System, third-party operating systems, device drivers, cabling, cabling services, peripherals and other products and services necessary to access and use the SaaS not provided by APEX, as well as any failure or fluctuations in electrical power; (iv) failure of Customer to fulfill its obligations under its written agreements with APEX; (v) faults due to Customer and its Authorized User's use of the Service in a manner inconsistent with the Documentation; (vi) any use by Customer and its Authorized Users of a non-current release of the SaaS; (vii) incidents arising from a Force Majeure Event; (viii) resolution of Level 3 and 4 incidents outside of Standard Hours; or (ix) other non-APEX incidents which impair the functionality of the SaaS and which are the result of actions or negligence by Customer, its Authorized Users, or any System Implementer. Correction of a problem or error traceable to the Customer, an Authorized User, or any System Implementer will be billed at APEX's then-standard professional services rates.

Customer Duties

Customer shall provide APEX with, as requested, data dumps and sufficient support and test time on the Customer's System to duplicate the problem, certify that the problem is due to and with the SaaS, and certify that the issue has been corrected. Under APEX's supervision and direction, the Customer shall provide reasonable assistance in taking those actions required to diagnose and remedy the cause of incidents reported to APEX. Reasonable assistance may include but is not limited to personnel, resources, and access to the Customer's System (but only to the extent necessary) to help resolve a reported incident.

The Customer agrees to maintain a reasonable familiarity with and participate in Training using the Service. APEX's support for the Customer shall be limited to contact with three (3) named Customer employees who have completed administration training and who are at the level of a network administrator or database administrator or higher ("Authorized Support Contacts"). Upon request, the Customer will provide written notice of the names of such Authorized Support Contacts and will notify APEX in writing should the Authorized Support Contacts change.

Required for clients using SAP transport for integration with apexanalytix Portal. The Customer shall install and maintain a remote connection capability for APEX for the duration of the SaaS Support Term. The Customer shall pay for installation, maintenance, and use of such remote connection capability and related communications charges. APEX, at its option, may use this remote connection capability to provide the Customer with support. Such access by APEX shall be subject to prior approval by the Customer in each instance.

Data Backup and Retention

Full database backups are done weekly. Incremental backups are updated daily, and transaction log backups are completed every fifteen (15) minutes. Full backups are retained for six (6) months for production environments and three (3) months for non-production environments. All backups are cloned to a secondary data center.

Term

The term of APEX's obligation to deliver SaaS Support Services shall correspond to the Term specified in

the applicable Order.

SaaS Service Levels

SaaS Availability. The SaaS will achieve the Availability set forth below (Availability Calculation) during each calendar month of the Term within APEX's Direct Control (defined below). "Availability" (or "Available") means the average percentage of total time during which the SaaS is available to the Customer during a calendar month, excluding (i) any maintenance windows (set forth below); (ii) delays due to Force Majeure Events; (iii) delays caused by Systems outside of the SaaS, including, but not limited to, Customer's, Authorized Users' or a third-party's network, and Systems, or issues with Customer Content; (iv) micro outages (meaning inaccessibility that lasts less than fifteen (15) minutes, provided that there are no more than three (3) micro outages within a calendar month); and (v) inaccessibility, unavailability or functionality failures that the Customer configured. APEX's "reasonable control" includes network services to the Internet provider circuit termination point on the router in APEX's data center (i.e., public Internet connectivity) and all software applications provided by APEX. "Direct Control" means all of the following components: (A) network services to the Internet provider circuit termination point on the router in APEX's data center (i.e., public internet connectivity); and (B) all hardware and software applications (including the software capabilities provided according to the SaaS) provided by APEX.

Availability Calculation. The Availability percentage shall be calculated as follows:

$$x = \frac{(n - y) * 100}{n}$$

n

Where "x" is the actual availability percentage of the SaaS in each calendar month, "n" is the total number of hours in each calendar month, and "y" is the total number of hours service is not Available in each calendar month. The calculation of "x" shall be prorated in any month in which the SaaS commences on any day other than the first day of the month. Availability for the SaaS shall be ninety-nine percent (99.0%).

SaaS Availability Credits. Should the SaaS fail to achieve the Availability over a calendar month, as verified by APEX, then the Customer shall have the right to receive a credit equal to one percent (1%) of its SaaS Fee for the SaaS for that month for each one percent (1%) (or portion thereof) by which APEX fails to achieve such level, up to a maximum of ten percent (10%) of the SaaS Fee for such month. Claims under this warranty must be made in good faith by submitting a support case within ten (10) business days after the end of the relevant month. SaaS Availability Credits shall be applied as a credit to the next invoice issued to Customer unless such SaaS Availability Credits would be due at the end of the Term, in which case the Customer shall be provided a refund within 30 days of the termination date for the applicable SaaS. The Parties intend that the SaaS Availability Credits constitute compensation to the Customer, not a penalty. The Parties acknowledge and agree that the Customer's harm caused by APEX's failure to meet the Availability would be impossible or very difficult to estimate and that the SaaS Availability Credits are a reasonable estimate for the anticipated or actual harm that might arise from APEX's breach of the Availability in any given month during the Term. The remedy in this Section is the sole, non-cumulative, and exclusive remedy for failure to achieve Availability over any given calendar month during the Term.

Maintenance Windows.

The window during which scheduled maintenance or upgrades may be performed is from Friday at 10:00 p.m. to Monday at 6 a.m. EST and does not include any maintenance for Emergency Outages (defined below) ("Scheduled Maintenance Window"). Outages, whether scheduled maintenance, upgrades, or

Emergency Outages, are not included in the Availability. To the extent that maintenance is required other than during the Scheduled Maintenance Window, APEX will attempt to perform that maintenance from 10:00 p.m. to 6:00 a.m. ET. Except for critical security fixes to address worldwide cyberattacks or other malicious activity for which remedies just became available and which require remediation on an emergency basis (“Emergency Outages”), APEX will provide thirty (30) days’ notice via the SaaS or APEX’s website. APEX may change its Scheduled Maintenance Windows upon reasonable prior written notice to the Customer. During each Scheduled Maintenance Window, APEX may take down the server(s) on which the SaaS runs in order for APEX to conduct routine maintenance checks.

Upgrades and Updates.

All customers will be on the latest application release version. All releases are approved by APEX’s change management board only. Customers will be notified with pre-release notes at least two (2) weeks before a production release upgrade or update. After the production release upgrade or update, APEX will provide supporting Documentation.