



Kognitos Support Policy

1. **Access to Kognitos.** Kognitos provides support for the Kognitos Service as set forth in this Kognitos Support Policy ("**Support**"). Kognitos will provide Customer with product support as described herein, subject to the obligations set forth herein, during Business Hours. Support requests may be initiated via the Kognitos customer support portal or via email: support@kognitos.com
2. **Request for Problem Resolution.** All requests by Customer for Error resolution will be logged after which Kognitos will perform an initial diagnosis and determine as far as reasonably practical the source of any problem which may have led to the support request. Kognitos will respond to Errors according to the priority levels, and support levels specified in the table below. Kognitos will determine, in its sole discretion, the applicable priority and all response times shall commence at the beginning of the next business day for requests for problem resolution that are logged during non-business hours.

Priority	Description	Target Response Time	Target Resolution Time
P1	The Error causes a complete outage or prevents core Service functions from working, significantly impacting business operations	30 Minutes	1 Business Day
P2	Error that significantly impacts Service functions but does not cause a complete Service outage; Error hinders productivity or user experience; and Error results in a failure of a major component of the Service is affected, impacting a significant number of users or critical workflows.	60 Minutes	2 Business Days
P3	Error results in issues that cause an inconvenience or hinder Services efficiency, but do not prevent core Service functions from working.	2 Business Hours	5 Business Days
P4	Error results in issues that cause minimal disruption to the Service.	6 Business Hours	14 Business Days

4. **Bug Fixing.** Kognitos will investigate incident reports concerning suspected problems with Kognitos Service provided that (a) Customer sends Kognitos a written report, which includes evidence of the suspected Error, and (b) the incident can be reproduced or reasonably confirmed by Kognitos. Kognitos will use commercially reasonable efforts to promptly correct the Error or provide a workaround to permit Customer to use the Kognitos Service substantially in conformance with the applicable Documentation. Should an Error not be resolved, or for Errors that require further investigation, the procedures set forth in Section 5 below shall be invoked to engage the appropriate resources.
5. **Escalation Procedures.** With regard to Errors submitted to escalation procedures set forth in this Section 5, an action plan will be developed by the Kognitos support team and communicated to Customer. When an escalated Error has been resolved, the request for assistance will be considered closed. An Error will not be considered resolved until one of the following activities has been completed:



- (a) a resolution to the problem is obtained to Customer's reasonable satisfaction;
 - (b) a computer software code change in the form of a patch or a new revision that corrects the problem;
 - (c) a short-term workaround is delivered to Customer; or
 - (d) an engineering commitment is made to correct the problem in a future release of the Kognitos Service.
6. **Excluded Services.** Kognitos shall not be obligated to fix any Error or problem:
- (a) where the Kognitos Service is not used for its intended purpose; or
 - (b) where the Kognitos Service has been altered, damaged, modified in a manner not approved in writing by Kognitos; or
 - (c) where the Kognitos Service is a release that is no longer supported by Kognitos; or
 - (d) which is caused by Customer's or a third party's software or equipment or by Customer's negligence, abuse, misapplication, or use of the Kognitos Service other than as specified in the Documentation; or
 - (a) which would be resolved by the Customer using an error correction of the Kognitos Service or by adding hardware.
7. **Term: Termination.** Subject to the terms and conditions set forth herein and the Agreement, and payment by Customer of the corresponding Fees, Support shall be provided to Customer during the term of the applicable Service Order.
8. **Fees.** In consideration of Kognitos' provision of Support as set forth above, Customer agrees to pay to Kognitos the applicable fees set forth in the corresponding Service Order, or at Kognitos' then current rates for any additional products that may be ordered from time to time.
1. **End of Life Policy.** Customer acknowledges that new features may be added to the Kognitos Service based on market demand and technological innovation. Accordingly, as Kognitos develops enhanced versions of the Kognitos Service, Kognitos may cease to maintain and support older versions.
2. **Definitions**
- **"Business Hours"** are 9am to 5pm Pacific Standard Time, Monday through Friday, excluding designated Kognitos company holidays (not to exceed ten (10) per calendar year).
 - **"Error"** means an incident that investigation reveals is caused by the Kognitos Service's failure to perform materially in accordance with the specifications set forth in the Documentation for such Kognitos Service. An incident will not be classified as an Error if (a) the relevant Kognitos Service is not used for its intended purpose; (b) the incident is caused by Customer's or a third party's software or equipment (except to the extent Kognitos has incorporated or packaged such third party's software or equipment in or with the Kognitos Service); or (c) the version of the Kognitos Service on which the Error has purportedly occurred is not the most current version of such Kognitos Service made available to Customer under this Agreement.