# **AecorSoft Support and Maintenance Agreement**

#### **Overview**

This document sets forth the terms and conditions applicable to AecorSoft's provision of technical support and maintenance of AecorSoft Integration Service software ("Software") with respect to the Yearly Support and Upgrade program ("Support") paid for by Support Customers ("Customer").

#### 1. Software Updates and Upgrades

AecorSoft shall provide each Support Customer with any update or upgrade applicable to the Software for which the Customer is currently licensed and is currently enrolled in the Support that AecorSoft makes generally commercially available to Customers during the term of each Customer's Support coverage.

#### 2. Support Renewal

AecorSoft shall have no support or update obligation to Customer at the end of each Customer's Support unless Customer elects to pay AecorSoft the Support fee. AecorSoft will inform Customer at least 1 month prior to the expiration of the currently active Support, and Customer must confirm to renew Support prior to its expiration or AecorSoft will have the right to charge a reinstatement fee of ten percent (10%) of the Support fee.

#### 3. Technical Support

3.1 Support Hours The technical support managed through AecorSoft support management system is available 24x7 to receive support requests via e-mail at help@aecorsoft.zendesk.com, directly with Customers with respect to Software covered under the Support. Support responses from live person are provided during business hours and business days. A "business day" refers to a regular business workday other than a Saturday, a Sunday, or a public holiday in the country from which technical support and maintenance services are provided to Customer. "Business hours" refers to the hours between 8am and 5pm local time (or other normal local business hours) in the country from which technical support and maintenance services are provided to Customer during a business day. Currently, the country from which support is provided is the United States, and the business hours refer to the hours between 8am and 5pm local time in Pacific Time in US. When live support is required, upon request, AecorSoft can extend the support hours to start as early as 6am Pacific Time, or end as late as 9pm Pacific Time. Customer would inform AecorSoft via e-mail at least 1 business day in advance to request the live support. Upon acknowledgement and agreement to the request, AecorSoft will commit to participating to the live meetings with Customer and providing the live support.

3.2 <u>Support Request Acknowledgement</u> After receipt of a support request, AecorSoft support management system will provide an acknowledgement of receipt to the Customer within thirty (30) minutes ("Initial Acknowledgement"). Each Initial Acknowledgement shall include confirmation of the receipt of the support request and the assignment of a tracking number for that support request.

### 4. Support Definitions

"Error" means the failure of the Software to conform to the technical specifications set forth in the user manuals, training manuals, and other technical documentation applicable to the Software, as delivered by AecorSoft or its partners to a Customer. AecorSoft's support obligations under the Support Program are limited to using commercially reasonable efforts in the diagnosis and resolution of Errors, in accordance with the specifications set forth in this document.

Priority Level - Urgent	An Error that causes a component of the Software to be totally inoperable, critically affecting the Customer's business operations, data integrity, and/or multiple users, and for which the Customer has not been able to establish a workaround. This severity level is reserved for situations involving Software already installed and operating in production environments.			
Priority Level - High	An Error that causes a component of the Software to be severely limited or degraded, significantly affecting the Customer's business operations and user productivity, and for which the Customer has not been able to establish a workaround.			
Priority Level - Normal	An Error that causes the Software to be limited or degraded, and the Customer's business operations and user productivity can substantic continue or for which the Customer has a workaround or alternative configuration.			
Priority Level - Low	An Error that has no significant adverse effect on a Customer's use of the Software.			

# 4.1 Error Resolution/Escalation Support Stages

Level 1	Involves the gathering of data, investigating and isolating the Error,	
Support	and testing configuration changes that may have an effect on the	
	error. The goal of Level 1 Support is to resolve the error or to develop	
a complete description of the symptoms, configuration information		
	revision level information, and detail on reproducibility of the error. If	
	required, the issue will be moved to Level 2 Support.	

Level 2	Involves resolving the error by correlating the error with other known		
Support	Software issues, reproducing the error, and localizing Software defects, as applicable. The goal of Level 2 Support is to provide the Support Contact with a fix or workaround for the error. If required, the issue will be moved to Level 3 Support.		
Level 3	Involves resolving the error through efforts required that were not		
Support	possible through Level 1 and Level 2 Support activities. This could		
	include code changes and/or product development assistance.		

4.2 <u>Response</u>, <u>Resolution</u>, and <u>Escalation</u> AecorSoft shall use commercially reasonable efforts to respond to support requests within the times specified based on the severity levels as shown below. The "Response Time" is the maximum time elapsed between the receipt of the support request by AecorSoft Technical Support and when AecorSoft expects to provide an initial response to your support request.

AecorSoft shall also use commercially reasonable efforts to conform to the resolution times and escalation standards set forth in the table below. The times listed by Issue Severity and the levels of support below refer to the maximum time from receipt of the support request to the start of work at the next level. **Hours and days shown are business hours and business days in the country from which technical support and maintenance services are provided.** 

Issue severity	First response time	Escalation time to next level of support	Corrective action response time *	Expected response time on customer side †
1 - Urgent	2 hours	4 hours	1 day	2 hours
2 - High	4 hours	2 days	5 days	4 hours
3 - Normal	1 day	10 days	15 days	1 day
4 - Low	3 days	N/A	N/A	3 days

<sup>\*</sup> Corrective action: a solution, work around or action plan for resolution.

# 5. Customer's Cooperation and Obligations

To a reasonable extent, each Customer shall assist AecorSoft or its partners in resolving any error, including replicating the error and retrieving applicable workstation, server,

<sup>&</sup>lt;sup>†</sup> The priority, or issue severity, will be downgraded if no response is received from the customer within the expected timeframe.

and log file data relating to the error, as required. Additional technical information may be required from the Customer to resolve an error, and any delays in providing that technical information may impact the resolution time.

To receive the most effective support, Customer agrees to promptly install applicable Software Updates provided by AecorSoft. Failure to implement such Updates may render the Software unusable or non-conforming to the applicable documentation. AecorSoft's ability to provide technical support and maintenance services to Customer may be limited if Customer has not properly implemented all Updates provided.

In compliance to Customer's IT data protection policy, Customer agrees to give AecorSoft access to the installed Software via Customer approved remote control tools (e.g. Microsoft Teams, Google Meet, Cisco WebEx) as necessary for AecorSoft to determine the cause of the problem and find a resolution. The Customer is solely responsible for Customer's data, information, and software, including making back-up copies, and maintaining security.

If Customer requests AecorSoft to provide technical support and maintenance services for (i) problems caused by Customer's use of the Software outside the scope of the Software license or documentation or by any changes or modifications to the Software not authorized by AecorSoft; (ii) problems caused by any changes to Customer's system environment; or (iii) any problem for which AecorSoft is not obligated to provide technical support and maintenance services, those technical support and maintenance services are subject to Customer's approval and availability of AecorSoft personnel and will be billed to Customer as additional service charge at the time of such service.

AecorSoft shall have no obligation to correct errors or respond to support queries arising from a Customer's negligence, misuse, or impermissible alteration of the Software or the combination or merging of the Software with any hardware or software not identified as compatible in the applicable documentation.

We, the undersigned, agree to the terms set forth above in the End User License Agreement and the Support and Maintenance Agreement.

AecorSoft. Inc.	
Ву:	By:
Name:	Name:
Title:	Title: