

SUPPORT TERMS OF SERVICE

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SUPPORT TERMS OF SERVICE

These Support Terms of Service (the "Support Terms"), govern your use of Software and Services support and are subject to the Master Subscription Agreement terms available at <https://www.nx2square.com/legal> or another operative agreement, as applicable, (the "Agreement") between You ("Customer") and [NX2SQUARE - ID No. : GBC 181689], as applicable ("Company"). Capitalized terms without definitions in the Support Terms have the meaning defined in the Agreement. Company may modify the Support Terms by posting a revised version at <https://www.nx2square.com/legal>, or by providing notice using other reasonable means. If Customer does not agree to the revised version then, (a) the existing Support Terms will continue to apply to Software and/or Services that the Customer has purchased as of the date of the update for the remainder of the then-current Subscription Term; and (b) the revised version will apply to any new purchases or renewals of subscriptions made after the effective date of the revised version.

1. DEFINITIONS

"Authorized User" means Customer Personnel authorized to submit Support Case requests to Company

"Bug" means an error, mistake, defect or fault, which may cause failure or deviation from expected results.

"Business Days" means Monday through Friday during Support Operating Hours, excluding Company holidays.

"Support Case Update" means a response on the Support Case from the Support representative which describes either of the following: 1. The progress and / or findings in the investigation of the Incident raised since the last update; 2. Information needed for further investigation of the Incident raised or; 3. A solution to the Support Case. .

"Customer Agreement" means the operative agreement between the Company and the Customer and NX2SQUARE, including the Master Subscription Agreement (the "Agreement"), these Support Terms, and, where applicable, the Professional Services Terms and/or the Data Processing Agreement.

"Customer NetSuite Account Number" means a unique number identifying Customer's NetSuite account that is provided to the Customer by Oracle/ NetSuite.

"Customer Personnel" means employees and Contractors of Customer, including customer support personnel.

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which any of the Included Services, as applicable, was in a state of Unavailability.

"NetSuite (Cloud) Service" also referred to as "NetSuite" means the cloud service software package currently provided by Oracle under the brand name NetSuite.

"Order Form" means any Company-generated subscription order form executed or approved by each Party with respect to Customer's subscription to a Service, which form may detail, among other things, the type and/or level of service applicable to Customer's subscription to that Service.

“Professional Services” means any additional services that are not Support Services and are provided by Company to Customer under a separate Professional Services Agreement and applicable Statement of Work.

“Q&A quarterly” means a quarterly Q&A session of one hour (per app or group of apps) where Customer may join and ask any question about the Services.

“Request Types” means the four types of Support that customers may submit:

1. **“Incident”** means a support request regarding an element of the service suspected not to be working according to its specifications. This may be related to misconfiguration, data issues or a bug in the core of Company’s Service;
2. **“Enhancement / Feature Request”** means a support request by the Customer to add functionality or enhance performance beyond the specifications of the Service;
3. **“How-to question”** means a support request regarding the Service functionality that can be answered by a simple explanation of how the configuration can be done and/or describing the process of the configurations so that the Authorized User can make the changes. These requests do not involve any active configurations or use case analysis done by the Support representative;
4. **“OCR Data Capture Quality Enhancement Request”** means a data capture quality enhancement support request relating to the Company’s Suite App Scan & Capture for improvement of the Optical Character Recognition (OCR) of transactions provided by the Customer (i.e. individual vendor bills and vendor credits).

“Response Time” means the targeted time period in which Company will use commercially reasonable efforts to acknowledge receipt of a Support Case request and to engage an appropriately skilled support resource, commencing from the time that Company receives all required information as specified in Section 4.2 herein. Response Times are measured during Support Operating Hours.

“Service Level Agreement” or “SLA” means the Company’s support packages described at <https://www.nx2square.com/legal/support-terms-sla>

“Severity Level” means the Severity Levels assigned by the Company’s Support representative as defined below.

1. Severity 1: Critical Business Impact. Customer’s use of the Services are stopped or so severely degraded that Customer cannot reasonably continue work related to the Services and no known workaround is available.
2. Severity 2: Substantial Business Impact. Important Services features are unavailable with no workaround available. Customer’s use of the Services is continuing; however, there is a serious impact on Customer’s productivity.
3. Severity 3: Some Business Impact. Important Services features are unavailable, but a workaround is available, or less significant features are unavailable with no workaround. Customer’s work related to the Services has a minor loss of operational functionality or implementation resources.
4. Severity 4: Minimal Business Impact. Customer requests information, an enhancement, or documentation regarding the Services but there is no immediate, or a minimal, impact on the operation of the Services. Customer’s use of the Services is continuing and no work is being materially impeded at the time.

“SuiteAnswers” means Oracle Netsuite’s 24/7 online support portal of Oracle that is maintained and controlled by Oracle and is not part of these Support Terms.

“Support Case” means a single Support question or reproducible failure of (part of) Service functionality.

“Support Services” means the English-language support services provided under these Support Terms.

“Support Operating Hours” means for standard support, Monday through Friday and, depending on the billing address of Customer, in the United States, 8 a.m. – 5 p.m. EST, in EMEA, 8 a.m. – 5 p.m. CET, and in APAC, 8 a.m. – 5 p.m. Customer may request to change its region if the majority of its Authorized Users are located in a different region. Premium support operating hours are twenty-four (24) hours per day from Monday, 8 a.m. AEST to Friday 5 p.m. EST. Support Operating Hours during public holidays in countries where Company’s support staff is located are not guaranteed.

“Telephone Support” means support provided through a dedicated support phone number.

“Test Case” means Customer's instructions that allow Company to reproduce a Support Case.

“Unavailable” and **“Unavailability”** mean Company’s Software and Services are not reachable by Customer due to reasons other than the exclusions stated herein.

“Video call / Meeting on reservation” means situations in which, in Company’s sole discretion, Customer may request a video call to discuss an issue.

“NX2SQUARE Knowledge Base” means Company’s 24x7 online support database, including documentation, guidelines, and FAQ’s.

“NX2SQUARE SuiteApps,” “SuiteApps,” “SuiteApp,” “Services,” each may mean the software, products, applications or other services that are provided by the Company or may be provided in the future.

2. SCOPE OF THE SUPPORT TERMS

- 2.1 **Third-Party Adaptations.** Company shall not have any obligation to provide Support Services with respect to any: (a) where the Service runs on Netsuite, including adaptations, configurations or modifications of the NetSuite Cloud Service or SuiteApps made by the Customer or any third-party or (b) any items excluded pursuant to Section 6.
- 2.2 **No Consultancy Services.** Company may offer Professional Services to help resolve issues that fall outside the scope of the Support Services. Any Professional Services, including expenses for such services shall be provided under a separate agreement and shall be subject to Company’s then-current consulting fees and terms.
- 2.3 **Standard and Premium Support.** Company offers Standard and Premium support as described in the applicable quote or on the applicable Order Form. For the avoidance of doubt, Standard and Premium Support are not available for customer’s customized versions of Company’s Software or Services.

3. TERM AND TERMINATION

- 3.1 **Term.** The term for Support Services shall commence on the execution date of the Agreement and shall continue in effect during the duration of the term of the Agreement.

- 3.2 **Same Level of Support.** For the duration of the initial term and any agreed renewal term(s), Customer shall purchase and maintain the same level of Support Services for all users of the Service (including without limitation any incremental licenses subsequently purchased by Customer). For clarity, Customer may not elect to purchase or renew Support Services for just a portion of its Service or of its users who can access the Service.
- 3.3 **Suspension of Support Services.** In addition to any other rights or remedies the Company may have under these Support Terms or the Agreement, if Customer is more than thirty (30) days delinquent in any payment obligation, then Company may, upon written notice to Customer, immediately suspend performance of the obligations set forth in these Support Terms until such delinquency is remedied.
- 3.4 **Breach of material terms.** Either party may terminate these Support Terms if the other party breaches a material term of these Support Terms and such breach is not cured within ten (10) business days' notice thereof from the terminating party. If Customer is the terminating party, Company shall refund the pro rata portion of fees actually paid by Customer for Support Services attributable to the remainder of the term after termination. These Support Terms shall terminate upon expiration or termination of the NetSuite subscription service or expiration or termination of Customer's NetSuite license.

4. SUPPORT CASE REQUESTS AND RESPONSE TIMES

- 4.1 **Support Cases.** Support cases shall be governed by the SLAs described at <https://www.nx2square.com/legal/support-terms-sla>. Company may modify the SLAs by posting a revised version or by providing notice using other reasonable means.
- 4.2 **Support Case Request Form.** Support Case request should be submitted by an Authorized User at support@nx2square.com . Should Customer fail to send the email at that address, Company shall be under no obligation to recognize Customer's Support request, nor shall Company be obligated to provide the Support Services. Company may, in its sole discretion, share certain information about Support Cases with its contractors, vendors and/or third-party application providers in order to support Company's provision of the Support Services described herein.
- 4.3 **Telephone Support.** If Customer has purchased Telephone Support, Customer may submit a Support Case request with Severity Level 1 or 2 by phone. A dedicated telephone number will be provided to Customer upon execution of the Agreement and Support Terms.
- 4.4 **Required Information.** All Support Case requests must, if applicable, include the following:
- 4.4.1 A reproducible Test Case that demonstrates the specific usage that causes the Support Case being reported, including the user's name and role.
 - 4.4.2 Exact wording of all related error messages.
 - 4.4.3 A full description of the Support Case and expected results.
 - 4.4.4 Any special circumstances surrounding the discovery of the Support Case.
 - 4.4.5 Where the Service runs on Netsuite: the Customer's Netsuite Account Number.
 - 4.4.6 Any other info that is required on the Support Case Request Form.

- 4.5 **Severity Levels.** Company shall assign an appropriate Severity Level to all Support Cases according to the Severity Level definitions. Severity Levels are assigned to allow prioritization of incoming Support Cases. During the case resolution process, Company may reclassify Support Cases based on the current impact to the Services and business operations as described in the Severity Level definitions.
- 4.6 **Company's Obligations.** Company shall make the Support Services available during Support Operating Hours for the Customer to report Support Cases and receive assistance. Upon receipt of a Support Case Request, Company shall establish whether there is a Support Case for which the Customer is entitled to Support Services under these Support Terms and, if so, shall:
- 4.6.1 Confirm receipt of the Support Case request and notify Customer of the Support Case number that both parties must then use in any communications about the Incident.
- 4.6.2 Analyze the Support Case and verify the existence of the issue.
- 4.6.3 Give the Customer direction and assistance in resolving the Support Case pursuant to the terms described herein.
- 4.7 **Escalation to NetSuite Support.** Where the Service runs on Netsuite, Company shall escalate cases to NetSuite support if the error in the Services is suspected to be caused by an issue in the NetSuite Cloud Service. In case the Support Case relates to the NetSuite Cloud Service, Company will create a case with NetSuite support and communicate with Customer about resolution progress on a best effort basis. For practical reasons, the Support representative, at its own discretion, may ask Customer to submit the case themselves.
- 4.8 **Case Updates.** Company shall use reasonable efforts to proactively update Customer on Support Case status when there is a change in status.
- 4.9 **Use of Logins to Sandbox and Production environments.** Customer may supply Company with permanent administrator login access to Customer's sandbox and/or production account in order to facilitate the Support Case resolution process. Alternatively, Customer may provide access to its production environment upon request by Company. If a login is not available, Company cannot guarantee resolution of the Support Case and/or adherence to the terms of the Agreement and/or these Support Terms. To safeguard Customer's account, Customer must reset the production password upon resolution of the case.
- 4.10 **Password safety.** Company shall exercise reasonable care in using and/or storing Customer login credentials, however Company shall not be held liable in connection with the use of Customer's login credentials in order to provide Support.
- 4.11 **Customer's Obligations.** Company's obligation to provide Support Services under these Support Terms are conditioned upon the Customer: (a) paying all applicable fees for Support Services prior to the date the Support Case is reported; (b) where the Service runs on Netsuite: having valid access to the NetSuite Service; (c) providing Company with all reasonable necessary assistance, including providing Company with access to all data, information and materials as reasonably requested by Company.; (d) where the Service runs on Netsuite: procuring, installing and maintaining all equipment, telephone lines, communication interfaces and other hardware and software necessary to access the NetSuite Cloud Service; (f) providing appropriate contact information for all Authorized Users ; (g) utilizing SuiteAnswers (where the Service runs on Netsuite) and NX2SQUARE Knowledge Base.



- 4.12 **Billable Incident Reports.** Support Case requests may lead to work not covered by the Agreement and/or these Support Terms. In such cases, any such shall be deemed billable. Company will provide to Customer and estimate the billable hours, upon which Customer must provide written authorization in advance of Company's commencement of billable work. In such cases in which a budget overrun may occur, Company will inform Customer in a timely manner.

5. UPTIME

Company will use commercially reasonable efforts to make the Software and/or Services available with a Monthly Uptime Percentage of at least 99.7%, in each case during any calendar month. For the avoidance of doubt, Company's Uptime obligations shall not apply to Software and/or Services that are not hosted by Company (i.e., software and/or services that are hosted by Netsuite).

6. PRICING

Support shall be charged as a percentage of base license fees with a minimum amount. All fees for Support shall be listed in the applicable quote or Order Form.

7. EXCLUSIONS FROM SUPPORT SERVICES.

Company shall not be required to correct any Support Case caused by (i) where the Service runs on Netsuite, integration of any third- party feature, program or device to NetSuite or any part thereof; (ii) any non-conformance caused by unauthorized misuse, alteration, modification or enhancement of the Service; or (iii) use of the Service that is not in compliance with the Agreement.

8. WARRANTY

Company warrants only to Customer that Support Services will be performed in a professional manner. Other than is expressly stated herein, Support Services are provided 'as-is'. COMPANY MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. FAIR USE POLICY

Customer and its Authorized Users should make fair, appropriate and responsible use of the Support Services. If, in Company's sole reasonable discretion, Customer breaches this Section 8, Company reserves the right to suspend or terminate these Support Terms.



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10. INCORPORATION BY REFERENCE

These Support Terms are hereby incorporated by reference into the Agreement and the combination represents the complete agreement between Company and Customer regarding support terms and supersedes any prior or contemporaneous agreements or communications or understandings, written or oral, relating to support services. Should there be any discrepancy between the documents that constitute the understanding between the Parties, the documents take precedence in the following order: i) the Order Form ii) the Agreement iii) these Support Terms; iv) the attachments to the Agreement (if any).