



Software Maintenance Program Handbook

1. Introduction

Welcome to Docstack's (DS) Software Maintenance Program. This handbook provides you with information about the policies and processes designed with your support needs in mind. Please use this as a guide to help you get the most out of your investment in DS solutions.

The DS Software Maintenance Program Handbook (the "Handbook") describes the DS Software Maintenance Program services offered for covered DS software licensed from DS and for which you have purchased the support services described herein. We also offer fee-based enhanced support programs that allow organisations to extend their support coverage depending on their business needs, and are available to any current subscriber of the DS Software Maintenance Program and may be described in section 6 of the Handbook.

You can also refer to <https://www.docstack.com> to find more information, or contact your local support office for documentation on these additional programs.

1.1 Definitions

"Additional Program" refers to fee-based enhanced programs, which may be outlined in Section 6 herein.

"Classification" or "Classify" refers to the DS designated priority of the Support Request.

"Covered Software" shall mean the licensed software for which maintenance services shall be provided under this Handbook including all documentation provided or made available.

"Customer Service Portal" refers to the DS online access point for links to and information regarding DS support, available to DS customers.

"Current Maintenance" – a defined period of time from the version release date which includes:

- Unlimited number of Support Request submissions.
- Service Packs and/or Product Patches.
- The ability to request enhancements or new features and report Errors.
- Access to the Customer Service Portal (Documentation, technical articles, discussion forums, webinars and events).
- Requires customer active software maintenance and annual renewal.

"Days" refers to business days, which are 5 days x 8 hours Monday through Friday, except for DS published holidays, in the country in which the Covered Software is installed.

"Dedicated Support" refers to remote or onsite assistance from an DS support representative who is assigned to your organisation for the duration of a maintenance

activity or SR to observe, participate in conference calls or web sessions, or provide assistance with your maintenance activities.

“Documentation” refers to user guides, operating manuals, and release notes in effect as of the date of delivery of the applicable Standard DS Product, made generally available to DS’s end users by DS.

“Error” refers to any verifiable and reproducible failure of the Covered Software to substantially conform to the Documentation, as applicable, for such Covered Software.

“Error Corrections” refers to actions carried out by correction programs (for example, by an Update, Product Patch, Workaround or bug fix).

“Initial Term” refers to the twelve months beginning on the Start Date.

“Optional Coverage” refers to any support program or service outside of the scope of the DS Software Maintenance Program which you have subscribed to.

“DS” refers to Docstack Ltd and/or its subsidiaries/affiliates offering the maintenance and support services as described in this DS Software Maintenance Program Handbook, as applicable.

“Product Patch” refers to an additional software program to correct an Error of the Covered Software.

“Points of Contact” or **“POC”** refers to one or more of your designated employees who are authorised to contact the DS support team.

“Production Mode” refers to the use of the Covered Software as intended by its accompanying Documentation, by your users as part of business or service operations. Production Mode does not include development, quality assurance, demonstration, testing, staging or training environments.

“Release” refers to the finalised and released version of the software.

“Resolution” refers to taking the necessary action such that the Covered Software is operating in accordance with the Documentation. This could include, but is not limited to, creating a new or applying an existing Workaround (provided that DS will pursue a permanent fix, if commercially reasonable) or Product Patch.

“Response Time” refers to the amount of time that is measured from the time a Support Request is received by DS until the time when a technically qualified member of DS responds to you for the purpose of commencing the work necessary to achieve Resolution of the Support Request. The response time for an SR is determined by its Classification, the DS support program(s) the customer subscribes to, and the time when the SR was submitted to DS during a business day.

“Service Pack” refers to a collection of Product Patches and/or Updates.

“Standby Support” refers to an assigned support representative with expertise in your planned maintenance activity that will be on call in the event you need assistance.

“Start Date” refers to the initial date for the commencement of customer’s DS Software Maintenance Program which is on the date the Covered Software is initially shipped or otherwise made available from DS to you.

“Subsequent Term” refers to the 12-month term commencing on the first anniversary of the Start Date and each subsequent 12-month term commencing on an anniversary of the Start Date.

“Support Request” or “SR” refers to the initiation of a record or “ticket” documenting the details of the request.

“Support Services” refers to the following activities: an initiation of a Support Request, DS’s response to the Support Request, and a Resolution of the Support Request.

“Sustaining Maintenance” refers to the stage of the product lifecycle following the expiration of Current Maintenance. During this phase of the product support lifecycle, the following Support Services *may be available:

- Unlimited number of Support Request submissions
- Access to the Customer Service Portal (Documentation, technical articles, discussion forums, webinars and events)

* The terms and length of phases of the Product Support Lifecycle may vary depending on the product and version. Please refer to the Customer Service Portal product page for specific lifecycle terms.

“Term” refers to either the Initial Term or a Subsequent Term.

“Update” shall mean any change, revision or Error Correction of the Covered Software, which will be provided by DS to the customer in accordance with this Handbook. With each Update, the minor version number will increase (for example, 17.2 to 17.3 or 17.1.1 to 17.1.2)

“Upgrade” means a replacement of the Covered Software with a newer version of the covered software, which will be provided by DS and can be used by the customer in accordance with this Handbook. With each Upgrade, the major version number will increase (for example, 17.5 to 18.0).

“we” or **“our”** refers to DS.

“Workaround” is a manner of addressing a software Error by bypassing the problem in the system (software technical bypass). A workaround is typically a temporary fix and DS may subsequently correct the Error in the Covered Software and / or the programs through a Product Patch or an Update.

“you”, **“your”** or **“customer”** mean the entity that licensed the Covered Software from DS and is purchasing DS Software Maintenance Program services;

2. Support Services

2.1 General

2.1.1 Hours and DS Support Services Location Information

Support Services are available Monday through Friday, except for DS published holidays. Hours, support locations and additional contact information for the DS Software Maintenance Program are available at: <http://mysupport.docstack.io>.

Support Services are delivered from a support location in the same region as the Covered Software is installed or from an alternate support location as determined by DS.

2.1.2 Point(s) of Contact

Support Services are provided to your Point of Contact (POC). The POCs must have knowledge of, and the administrator permissions for, the Covered Software sufficient to provide DS Customer Support with the information, and undertake actions, required to achieve a resolution of the SR as described below. POCs are generally the administrators and other members of your technical staff.

You may designate up to three POCs. The POCs may only contact DS Customer Support during business hours for one region only, even if the POCs are in multiple geographical regions. If the POCs are in multiple geographical regions and local, regional support is required, then you will need to subscribe to DS Premium.

2.1.3 Supported Versions

DS uses industry-standard version number protocols to identify the version of the Covered Software. For example, either by combining a major version number, a minor version number, a point version number and a service pack version number (or build number); or by combining a major version number, a minor point version number, a minor alphabetical version number and service pack version number (collectively referred to as the “version”). Service packs are technically equivalent to a new point version except, with a service pack, it is intended that the installation process (if carried out as directed by DS) will retain substantially all of the configuration information from the current point release. For the purposes of this Handbook, a version will be considered an instance of the Covered Software, which is released by DS with its own unique version number.

You are encouraged to run the most recent version of the Covered Software. In most instances, DS will support each major/minor version (for example, 17.x) of the Covered Software for a period of sixty (60) months after the major/minor version release is generally made available to DS’s customers (Current Maintenance). The terms and length of phases of the Product Support Lifecycle may vary depending on the product and version. Please refer to the Customer Service Portal product page for specific lifecycle terms. After the expiration of the Current Maintenance term, the Product enters the Sustaining Maintenance phase of the product lifecycle. When a product is considered to be in Sustaining Maintenance, no new Services Packs and Patches are released for general use.

Migration to a Current Maintenance version may be required in order to address an issue. If you are unable to upgrade to a version under Current Maintenance, DS may offer extended support options at an additional cost. Please contact your Renewals Specialist or sales@docstack.co for more information.

2.1.4 SDK Support

DS Software Development Kit (SDK) Support will provide assistance with SRs relating only to: (a) the installation (b) the configuration of an DS developer application (for example, Integrated Development Environment (“IDE”)) or related software required to establish a suitable development or programming environment that is consistent with those environments or applications which have been supported; and (c) the analysis of error messages related to the DS developer application. SDK support for debugging code, assistance with writing coding, code reviews, or any general programming assistance is not

included as part of the DS Software Maintenance Program, but can be provided through separate agreement at an additional charge.

2.1.5 Language

Communication relating to an SR will be made in English, unless, at DS's discretion, the support centre responsible for processing is able to offer communication in another language as a convenience to the customer. DS may not be able to provide any information in a language other than English in the event an SR is transferred to a different support centre.

2.2 Initiation of a Support Request

Support Services are provided under the DS Software Maintenance Program to address incidents reported by subscribers associated with performance or usage issues. Performance and usage issues are situations where the Covered Software is not performing substantially in accordance with the accompanying user Documentation. Generally speaking, performance and usage issues may be caused by: 1) software Error or defect (related to the design, coding or architecture of the Covered Software), 2) usage or configuration Error (related to usage of the Covered Software or the installation, configuration or setup of the Covered Software), or 3) environmental Error (related to the subscribers' network, hardware and operating systems). SRs for Support Services to address any issues should be initiated by a POC by emailing support@docstack.com or by using the Customer Service Portal located at <http://mysupport.docstack.io>. These customer self-service tools will automatically initiate an SR and send you an associated tracking number. Your obligations are to:

- Provide DS Support with the information it reasonably needs to Classify and log the SR (see 2.3.2).
- Wherever possible, use the SR number for each communication with DS Support.

2.3 DS Response to a Support Request

2.3.1 Support Request Dispatch

Support Requests will be dispatched as follows:

- a. If the SR involves DS Covered Software, then a product SR will be forwarded to DS Customer Support for Classification and Resolution (described below).
- b. If the SR involves a product that is developed by a third party, the SR may be referred to that third party.
- c. If the source of the SR is unclear, the ticket will be forwarded to DS Customer Support for further investigation and, once the source of the SR is determined, it will be dispatched as described above in sections 2.3.1 (a) and (b).
- d. If the source of the SR is your hardware, operating system, database, web server, browser software or other non-DS application, DS may, where possible, attempt to provide a Workaround (described below) and/or may, where possible, report the problem to the appropriate vendor for Resolution.

2.3.2 Support Request Classification

Each SR will be classified by DS Customer Support as follows:

a. **Critical** - An SR will be classified as critical if the performance issue reported causes the Covered Software to be functionally inoperable and prevents the Covered Software from being used in Production Mode.

b. **Serious** - An SR will be classified as serious if the performance issue reported significantly degrades the performance of the Covered Software or materially restricts your use of the Covered Software in a Production Mode. The Serious classification does not include questions on end use and configuration of the Covered Software.

c. **Normal** - An SR will be classified as normal if the performance issue reported is a question regarding end use, configuration of the Covered Software or a minor defect in the Covered Software which does not materially restrict your use of the Covered Software in Production Mode.

As a rule, an SR for a non-production system is Classified at one level below that of an identical SR for a production system

DS will consider, in good faith, your request to re-classify an SR prior to its resolution.

2.3.3 Response Times

The Response Times are:

- For an SR Classified as **critical - 1 hour**
- For an SR Classified as **serious - 2 hours**
- For an SR Classified as **normal - 4 hours**

Response times are targets and cannot be guaranteed in all circumstances by DS.

2.3.4 Management Escalation Process

Unresolved SR's will be escalated to DS management under the following approximate guidelines (as measured from the time of receipt of the SR by DS Customer Support):

1. Unresolved SR's classified as critical or serious will be escalated to DS's Manager, Product Support within four hours; to the Senior Director, Customer Support after one business day.

2. Unresolved SR's classified as normal will be escalated to DS's Manager, Product Support within seven business days; to the Senior Director, Customer Support after twenty one business days.

2.4 Resolution of Support Request

DS Customer Support shall attempt to address each SR, regardless of classification, through the offering of technical advice, by locating an existing Workaround or by creating a new Workaround using the process described below in this Section 2.4. In the event of an outage, and depending on the cause and duration of the outage, DS may require the customer to restore from backup in order to return the system to a production state.

Once production service is restored, the SR classification is downgraded and root cause analysis may continue, as requested, during regular regional support hours of operation.

DS offers additional services focused on the development of business continuity and disaster recovery plans. Please contact sales@docstack.co for more information.

Any software and/or hardware provided by and installed by DS and as agreed to by the customer to assist with the delivery of the Support Services and not purchased by the

customer must be removed and returned to DS upon termination of the program or related delivery component.

2.4.1 Resolution of Critical SR's

For SR's classified by DS as critical which have been caused by defects in the Covered Software, if the technical advice provided by DS Customer Support has not resolved the SR, and if no Workaround can be found or created to resolve the SR, DS Customer Support will use commercially reasonable efforts to develop a Product Patch to address the SR and provide it to you.

If the Product Patch is to be distributed to all DS Software Maintenance Program subscribers, it will first be given to the DS System Testing department which will perform a regression test suite on some or all supported platforms with the Product Patch installed. In such cases, distribution of this Product Patch will be carried out through the next scheduled Product Patch release or Service Pack version release.

2.4.2 Resolution of Serious SR's

For SR's classified by DS as serious, DS may develop a Product Patch. If a Product Patch is created, it will be distributed through the next scheduled Product Patch release or service pack version release.

2.4.3 Resolution of Normal SR's

Product Patches for SR's classified as normal may be included in the next version release from DS.

2.4.4 Onsite Assistance

Onsite support is available as a fee-based service for DS products and solutions. This service may include, but is not limited to, Workarounds or assistance with configuration changes as part of the Resolution of an open SR. Contact support@docstack.co or your local DS Customer Support office for more information.

2.4.5 Conditions of a Support Request Resolution

DS Customer Support shall attempt to address each SR, regardless of classification; DS will have no obligation to provide a resolution for your SR as described above unless:

- You have installed and implemented all of the most recently available relevant Updates, including the Product Patches, Service Packs, or any other Updates or you do so at the request of DS Customer Support. DS Customer Support will make that request if it reasonably believes that the installation and implementation is necessary to achieve resolution of your SR; AND,
- You are using the Covered Software on hardware and with third party software approved by DS or as specified in the Documentation; AND,
- The SR has, as determined by DS, not been caused by (a) you, including, but not limited to your use of development tools, including SDK; (b) a third-party resource; or (c) the operating environment in which the Covered Software is implemented, including, among other things, the operating system, database, other applications or programs, communication networks, or hardware; AND,
- Your POC is available to actively participate with DS on diagnosis, testing, and resolution. DS reserves the right to suspend its obligations under this Handbook during any time(s) in which a competent POC is unavailable for such participation; AND,

- Your POC has received DS required training within a reasonable amount of time of installation date (fees for such training are not covered by the DS Software Maintenance Program); AND,
- You have provided DS with all of the information necessary to allow DS to reproduce the SR; AND,
- If required, you provide remote access to DS for the system for which the SR has been requested. Such remote access will only be used within the context of troubleshooting.

3. Software Updates

Software Updates will be made available to you as part of the DS Software Maintenance Program at no additional charge if and when such Software Updates are generally released to all DS Software Maintenance Program subscribers. To receive such Updates the DS Software Maintenance Program must be subscribed to at time of release and request. Subscribers are notified about new software versions in regular information bulletins and via the Customer Service Portal.

Software Updates include new versions of the Covered Software and Product Patches.

4. Limitations

The following limitations apply to the DS Software Maintenance Program:

- The DS Software Maintenance Program as described in this Handbook only applies to the Covered Software as is described in the DS Documentation, and does not apply to any modifications, deliverables, or services provided by DS's Professional Services staff or by third party resources which results in the alteration or extension of the Covered Software. Customer may engage DS's Professional Services for fee-based assistance under separate agreement.
- DS reserves the right to modify any portion of this Handbook at its sole discretion and without prior notice; however, you will be notified of any such modifications (if such modifications result in a material reduction of service) in a timely manner by way of email, written notice or a posting on the Customer Service Portal.
- Nothing in this Handbook purports to exclude, restrict or modify, any condition, warranty or guarantee implied by applicable law ("**Implied Terms**") where to do so would have the effect of rendering all or any part of this Handbook void or otherwise unenforceable. To the maximum extent permitted by applicable law, DS's liability for breach of any Implied Terms is limited to the resupply of the DS Software Maintenance services.
- DS's obligation to address SR's and/or performance issues shall be strictly limited to those obligations described in this Handbook.
- Customer will be solely responsible for maintaining the data integrity of its systems and will maintain backups so as to have the ability to restore damaged and/or failed systems; thereby minimising loss of data caused either by system failure or user error.
- The DS Software Maintenance Program, and DS Premium Support Programs do not provide for dedicated assistance with issues encountered as a result of implementing major changes to the technical architecture of the Covered Software (for example,

upgrades to the application, underlying database, addition of new hardware, etc.). Standby or Dedicated Support are fee-based support services that must be pre-arranged for these types of activities. Please contact support@docstack.co for more information.

- The provision of license keys from third party vendors is excluded from service level agreements of DS Software Maintenance and related Additional Programs (Section 6). License keys from third party vendors are requested of the third-party vendor by DS, and provided by the third-party vendor.

5. Term and Renewal

5.1 Initial Term and Renewal

The Initial Term for DS Software Maintenance Program is twelve months beginning on the Start Date. Unless either party provides 90 days written notice prior to the expiration of the current term, the DS Software Maintenance Program will automatically renew for a Subsequent Term, commencing on the anniversary of the Start Date and thereafter will continue to renew for successive

Subsequent Terms beginning on each anniversary of the Start Date unless either party provides 90 days' written notice prior to the expiration of the then-current Term. Before the commencement of a Term,

you will be obligated to pay the applicable entire annual DS Software Maintenance Program fee with respect to the Covered Software which you have licensed from DS, failing which DS may suspend some or all of the DS Software Maintenance Program services until payment has been received. Such suspension shall not relieve you from your obligation to pay the applicable DS Software Maintenance Program fee. DS may increase the annual fee for Subsequent Terms of software maintenance by no more than 10% of the price of the previous Term. All fees paid for the DS Software Maintenance Program are non-refundable.

5.2 Additions

The second Term of DS Software Maintenance Program for such additional Covered Software after the Initial Term, and the applicable fees, will be prorated to terminate on the Start Date following the start of the second Term of the DS Software Maintenance Program for the additional Covered Software in order to allow the Terms of the DS Software Maintenance Program for all Covered Software licensed by you to be coterminous.

5.3 Reductions

All requests to renew DS Software Maintenance Program on a fewer number of licenses or modules for software than is currently covered under maintenance and support must be submitted in writing to DS no less than 90 days prior to the expiration of the then-current Term. Acceptance of any requests to align fees for the remaining software is at DS's sole discretion. If DS accepts such a request, DS shall only provide Updates and software support for the number and type of licenses included in your then remaining Covered Software being renewed under maintenance and support. The maintenance charges for the remaining Covered Software shall be re-priced. In such an event, the fees that would apply to each license may differ from any earlier Terms (for example, previously granted fee discounts are not applicable).

5.4 Lapse and Reinstatement

If you do not renew a Term of the DS Software Maintenance Program for the Covered Software, you may, upon agreement by DS, subsequently purchase DS Software Maintenance Program services for said Covered Software for a fee to be determined by DS at time of request. However, in addition to the fee for the new Term, which shall be a minimum of 12 months, you will need to pay the fees that would have been payable had you continued the DS Software Maintenance Program uninterrupted. The fees charged to reinstate the DS Software Maintenance Program are subject to a surcharge for each lapsed month, including the month of reinstatement.

Future reinstatement of software removed as a part of a reduction as described in Section 5.3 is subject to payment of back-maintenance fees and lapsed month surcharges.

DS will confirm fees for reinstatement at the time the request is made for reinstatement.

6. Additional Programs

In order to purchase any of the Additional Programs, you must participate in one of the following: Docstack Software Maintenance or Docstack Programs (collectively the “DS Software Maintenance Programs”). You must be a subscriber, through the duration of the Additional Program, to one of the DS Software Maintenance Programs.

General Terms

- Coverage for additional DS production systems managed by the same customer administration team can be included for an additional cost.
- Except for Docstack Hypercare, the Additional Program period shall be for 12 months unless otherwise agreed by DS and the customer in writing.
- The terms in this Handbook shall apply to the program deliverables defined herein for each of the Additional Programs. Any additional services requested by the customer will require a separate agreement and be subject to DS’s current price list.

6.1 Docstack Plus

The Docstack Plus Support Program (DS Plus) is a subscription-based program designed to provide you with support for critical issues (as defined in section 2.3.2) related to the Covered Software in your production environment outside standard DS Customer Support hours.

When the customer initiates a critical SR with the DS Customer Support office, a support representative will respond within one (1) hour. The DS Customer Support representative will troubleshoot the issue, providing a solution or recommended Workaround to be implemented by the customer team. DS Customer Support resources will be on call and available (24 hours a day, 7 days a week) until production service is restored or a Workaround agreed upon.

Customer may designate up to 3 additional POCs when subscribing to DS Plus (total of 6 POCs). Additional POCs over and above the designated amount may be purchased as specified in section 6.3.

6.2 Docstack Premium

The Docstack Premium Program (DS Premium) is designed for customers that have extended hours of operation or are global in reach. This program includes support for all issues of all severity classifications, 24x7x365.

Troubleshooting of SRs may continue outside of regional hours of operation, at the customer's request.

Unless the SR is requested for on-going transfer to a different support centre, the SR will remain with or be transferred to the support centre within the customer POC's home region.

Customer may designate up to 5 additional POCs when subscribing to DS Premium (total of 8 POCs). Additional POCs over and above the designated amount may be purchased as specified in section 6.3.

6.3 Additional Point(s) of Contact (POC)

Additional POCs is a subscription-based option to extend the number of your designated employees who are authorised to contact DS Customer Support and open SR's.

Fees for additional POCs are annual.

POC entitlements are in accordance with this Handbook.

6.4 Docstack Hypercare

The Docstack Hypercare Program (DS Hypercare) is designed to give customers a smooth landing following a Go-Live, by providing crucial support to guide them through the stabilisation phase of a new system. This program includes support for all issues of all severity classifications, 24x7 with a one (1) hour response time.

Unless the SR is requested for on-going transfer to a different support centre, the SR will remain with or be transferred to the support centre within the customer POC's home region.

Customer may designate additional POCs when subscribing to DS Hypercare for a limited period of time at no additional cost.

7. Privacy

The nature of the Support Services supplied under this Handbook may require DS to disclose personal information received from you and/or your customers to its related affiliates in other countries with whom DS has entered into a processing agreement incorporating the standard model contractual clauses for data transfers approved by the European Commission or which are in countries which are recognised by the European Commission as providing an adequate level of protection in relation to the data that is transferred (including DS affiliates in United Kingdom, France, United States of America, India and other overseas locations where DS is able to maintain strict control of the handling of that personal information), and you hereby consent to such disclosure and warrant that: (i) you have all necessary rights, licenses, authorisations and consents required for the use and disclosure of the personal information by DS in accordance with this Handbook; (ii) all use of the personal information by or on your behalf is compliant with applicable laws and in accordance with the terms of this Handbook; and (iii) DS and any of its personnel will not be

in breach of applicable laws as a result of using or disclosing the personal information in accordance with the terms of this Handbook.

Notwithstanding the above, the transfer disclosure of personal information shall not affect DS's obligations at law, in relation to such personal information.