**Schedule No. 1**
**SUPPORT POLICY**

This Support Policy is incorporated into the Unily Master Subscription Agreement between Unily and Customer (**Agreement**). The terms defined in the Agreement have the same meanings when used in this Support Policy. Unless otherwise stated, Calendar months and other time frames are in the Customer's time zone as agreed.

**1. Definitions.** As used below:
**Acknowledgement** means a Unily confirmation of the Receipt of a Case in the Support Portal;

**Agreed Service Time** or **AST** means the Availability of the Unily application, which shall be twenty-four (24) hours a day, seven (7) days a week, and three-hundred and sixty-five (365) days a year excluding Scheduled Maintenance, Emergency Maintenance outages, and any issues outside of Unily's control;

**Availability** means the percentage of time the Unily application is operationally functional in Customer's production environment, as calculated in Clause 13;

**Business Days** means any weekday, other than a bank or public holiday in United States;

**Business Hour(s)** means any 24 hours on a Business Day;

**Case** means a record created by Commissioner via the Support Portal to document and manage a Customer request for support, including but not limited to queries, questions, or issues raised by the Customer;

**Change Management Process** means the lifecycle for managing changes to configuration items or services in production environments;

**Change Request** means any Customer approved addition, modification, or removal of anything directly impacting a production environment;

**Commissioner** means the representative(s) nominated by the Customer and communicated to Unily no later than the implementation stage, these individuals are responsible for initiating the Support Services request;

**Emergency Maintenance or Emergency Patch** means a period of time during which the application is not available because Unily needs to implement a Response to an emergency outside of its control;

**Major Incident Report (MIR)** means a summary of the causes, if known, resolution history and identifies internal opportunities for improving the handling of future major incidents. The MIR is included as comments in the Case;

**P1** means a critical disruption to business function and no workaround available, impacting all or a large subset of users;

**P2** means a major disruption to a significant number of users or core functionality is affected;

**P3** means a minor disruption to users or non-core functionality is affected;

**P4** means no significant impact on business operations and assistance is required on a minor issue or query.;

**Problem** means a cause or potential cause, of a single significant Case, multiple recurring Cases or representation of the potential cause of one or more outages;

**Problem Management Process** means the IT service management process responsible for identifying, managing, and resolving the root cause of a Problem or Case, whether identified reactively or proactively;

**Product Bug or Bug(s)** means the cause of the reported Case has been identified as an issue with the core application code and will need a new release or a hotfix to resolve. The Product Bug could have materially adverse effects on the appearance, operations, or functionality of the application;

**Product Bug Process** means the process where a reproducible Product Bug, stemming from a Case, is identified and investigated through a development sprint cycle, and the fix or resolution of such bug is released through an updated version of the application;

**Project Team** means a designated team of experts to assist on the project through go-live;

**Receipt** means the point in time at which Unily receives a message submitted via the Support Portal by the Commissioner regarding a Case;

**Recovery Time Objective (RTO)** means the maximum amount of time to recover the Unily application to a fully functional state;

**Recovery Point Objective (RPO)** means the maximum amount of time that data loss from the Unily application (excluding any third-party integrations or services accessed through the application) is permissible;

**Response** means a result in one of the following:

- A fix to a Case or completion of a service request;
- A recommendation to implement a temporary workaround;
- A request for further information regarding the Case or further investigative procedures to be carried out by a Commissioner; or
- A status update was provided by Unily to the Customer on the progress of the Case;

**Scheduled Maintenance** (**Patching**) means a period of time during which the parties have previously agreed (in accordance with the Agreement or otherwise) that a Service will not be available (which for the avoidance of doubt, shall include scheduled Patching;

**Support Portal** means Unily Support Services' IT Service management online portal where Commissioners can log Cases;

**Support Service** means specific Services provided by Unily in relation to the Unily application for the purpose of resolving Cases and maintaining the application's operational availability under Clause 2.3 of this Support Policy; and

**Unscheduled Maintenance** means a period of time during which the Service is not available, and which is not a Scheduled Maintenance or Emergency Maintenance.

**2. SUPPORT SERVICES.**

2.1 For the avoidance of doubt, as outlined under the applicable Statement of Work (SOW), Support Services shall commence only after the Customer's technical implementation has been approved by the Customer, the Implementation Manager, and the Technical Implementation Lead. Upon such approval, the Technical Implementation Lead will transition deliverables in line with this Agreement to the Unily Support Services team.

Unily shall provide Support Services remotely in connection with the Unily application and related Services. Support Services, excluding P1 Cases, are available during Business Days. Support Services for P1 Cases are provided twenty-four (24) hours, seven (7) days a week, 365 days a year. An assigned Support Services team member will provide the Customer with regular updates on the status of an open Case until closure. Unily shall use reasonable endeavors to minimize the interruption of the Commissioner's business while provisioning the Services.

2.2 Unily shall provide its Support Services using personnel with suitable skills, knowledge, and experience to diagnose, investigate, troubleshoot and resolve Cases with care and diligence. This includes performing Support Services necessary to maintain and support the Unily application. All Unily Support Services personnel shall perform their duties in line with the industry's best practices and in accordance with Unily service management practices and processes. Support Services shall triage, categorize, and prioritize, in accordance with the Unily processes and practices stated herein, all relevant Cases submitted by the Commissioner. Unily will endeavor to provide support and/or resolve Cases as soon as reasonably possible to meet the needs of the Commissioner where the resolution is within Unily's control.

2.3 Any amendments to the Support Services must be agreed upon in writing between the parties. Notwithstanding the foregoing, Unily reserves the right to update this Support Policy from time to time, provided such changes do not materially diminish the Support Services during the Term. Unily shall provide Customer with written notice of any material changes to the Support Services, which may include posting updates on the Unily's customer portal (e.g., Universe).

**3. CUSTOMER OBLIGATIONS.**

3.1 Throughout the term of the Agreement, the Customer shall:

- provide Unily and/or any of its personnel access to the application as may be reasonably necessary for the proper function of the Services.
- make available to Unily, any Customer representatives who may be required to help Unily resolve the Case.
- immediately communicate to Unily any changes to system configuration or usage.
- specify Commissioners who shall communicate with Support Services and via the Support Portal. The parties acknowledge that Unily shall not be obligated to provide any Support Services to any individuals who are not listed as Commissioners.
- provide and supply all documentation and other information necessary for Unily to diagnose any Case or Bugs within the application in accordance with Clause 6.6.
- use any modifications, corrections, or enhancements to the Unily application only in accordance with the applicable terms, conditions, and documentation as provided by Unily or under this Agreement.
- only permit the Commissioner to raise Cases to Unily pursuant to the terms of this Agreement and via the Support Portal. The parties acknowledge that Unily is not obligated to assist with Cases not submitted via the Support Portal or not submitted via the Support Portal by a Commissioner.
- require Commissioners to raise each individual Case separately to Unily via the Support Portal.
- stay within the latest two (2) major versions of the Unily application.

**4. UNILY RESPONSIBILITIES.**

4.1 Unily shall:

- perform the Services with reasonable skill, care, and diligence, and in accordance with industry standards and practices.
- communicate in writing any outages/infrastructure changes that may impact on the Customer's use of the application.

**5. APPLICATION SUPPORT SERVICE EXCLUSIONS.**

5.1 The Support Services shall not include the correction of any defects, errors, bugs, or viruses arising from or inherent in the Customer's operating system, hardware, network, Microsoft Office 365, any third-party software, services, or code not owned by Unily, including those requested or selected by the Customer for integration with the Services; or any Third-Party Services with which the Services are designed to interoperate or that may otherwise be made available by Unily.

5.2 Supported Versions. Unily will only support the most current major version of the Unily application and the last previous major version (**Supported Version**). The Customer is required to stay within the Supported Versions to continue to benefit from the latest platform capabilities, optimizations, SLAs (defined below), and to receive Support Services under this Support Policy. Unily will not back port into any version that does not qualify as Supported Version.

**6. CASE MANAGEMENT PROCESS**

6.1 Cases shall be monitored by Unily Support Services specialists.

6.2 Unless otherwise stated, all Cases must be submitted by Commissioner and recorded through the Unily Support Portal, which shall serve as the exclusive channel for logging, tracking, and managing Cases. Only Cases submitted via the Support Portal will receive Support Services, including acknowledgment, monitoring, or action by Unily.

6.3 Each Case raised the Commissioner will be provided with a unique number to audit and track the Case. The unique number for each reported Case will be emailed to the Commissioner within fifteen (15) minutes of entry into the Support Portal. This will be deemed to be an Acknowledgement.

6.4 Cases are prioritized based on Unily's assessment of the impact and urgency provided by the Commissioner Customer shall be contacted if further details are required.

6.5 Cases shall be managed in accordance with the prioritization framework set forth in this Support Policy, with the objective of restoring normal service operations as quickly as possible based on the Unily assigned priority level.

6.6 The Commissioner is responsible for providing Unily with all necessary access to information and applications in order to ensure a Case can be investigated appropriately. The Customer's failure to provide this access in a timely manner could result in the Case not being resolved and potentially closed. If further information is required by Unily, the Commissioner must provide this information within a commercially reasonable timeframe or risk the Case being closed pursuant to Clause 6.8.

6.7 The Commissioner will be able to track, view and update the Case via the Support Portal. The Commissioner will be able to view all open Cases raised by them and all open Cases raised by any other Commissioners from their organization.

6.8 If the Customer fails to respond to Unily's request for information on two (2) separate occasions, the Case will be updated and closed. Irrespective of the method of contact, Unily may attempt to request this information over a period of ten (10) days, and record communication attempts within the Case record.

6.9 If a Case is identified as a defect or Bug, it shall follow the Product Bug Process in clause 14.1, which aligns with Unily's product development lifecycle and is managed in accordance with DevOps methodologies and sprint cycles.

**7. SERVICE LEVEL AGREEMENTS (SLA).**

Premium Support provides the Client with enhanced SLAs on target resolution, reduced Recovery Time Objectives (**RTO**) for Disaster Recovery scenarios, out-of-hour deployments and an assigned expert Technical Support Account Manager (**TSAM**).

| **PREMIUM CASE MANAGEMENT RESPONSE AND TARGET RESOLUTION SLAS*** | | | |
|---|---|---|---|
| **Priority** | **Acknowledgement** | **Initial Response** | **Target Resolution** |
| **P1** | 15 Minutes | 1 hour** | 6 hours** |
| **P2** | 15 Minutes | 4 Business Hours | 4 Business Days |
| **P3** | 15 Minutes | 1 Business Day | 6 Business Days |
| **P4** | 15 Minutes | 2 Business Days | 8 Business Days |

*The Premium Case Management Response and Target Resolution Time SLA outlined in the table applies to Cases only. Acknowledgement occurs when Unily confirms the Receipt of a Case submitted through the Support Portal, in accordance with the timeframes set out in the table above. For purposes of the 'Initial Response' column above, 'Initial Response' refers to the time by which a Unily service desk representative first responds to the Customer's Case. Cases identified as Product Bugs or follow the Product Bug Process are excluded from this table.
** On a 24 hour, 7-day a week, 365-day per year basis

7.1 Out-of-hour and weekend deployments. Customer will benefit from a four (4) weekend or out-of-hours deployment (one (1) per quarter) of a new release to the application.

7.2 Unily shall comply with the SLAs in the table above and shall provide Customer any relevant updates in accordance with those SLAs. Unily will use commercially reasonable efforts to meet the applicable Target

Resolution times under this Support Policy, the parties acknowledge that there may be circumstances where the Target Resolution times stated above are not possible, such circumstances include, but are not limited to:

- incomplete or inaccurate information provided in the Case;
- Unily's inability to replicate or reproduce the reported issue;
- modifications to the Unily application made without Unily's prior written consent;
- Product Bugs or Cases identified as a Product Bug or defect; or
- Cases arising from third-party, outages, or integration (including but not limited to applications, services, or issues caused by Customer-controlled systems, such as platform providers, identity providers, infrastructure or networks.

7.3 TSAMs act as the interface between Unily's support team and Customer. TSAMS ensure technical issues are addressed in a professional and timely manner and are responsible for facilitating support readiness, support improvements, and technical escalation management. TSAM responsibilities include:

- Serving as the Customer's primary escalation point for Support Services;
- Maintaining regular communications with the Customer and organizing Support Services review meetings to address support activities and performance;
- Escalating to Unily support issues requiring further investigation or prioritization, and managing such escalation through to resolution;
- Tracking, monitoring and reporting to the Customer results of all logged tickets and incidents, including coordinating the reporting obligations of both Parties.

7.3 Please Note that:

- Unily shall complete an MIR for resolved P1 Cases and shall include it in the Case.
- internal Problem investigations conducted by Unily for root cause analysis are not SLA bound, will be conducted upon Customer request, and in accordance with the Unily Problem Management Process.

7.4 The Target Resolution times provided in the table above exclude any periods during which Unily is awaiting input, action, or response from the Customer. Only the time attributable to Unily's actions shall be counted toward the times set forth in the table.

**8. CASE RESOLUTION.**

8.1 A Case shall be deemed to be resolved when the Unily technician has provided a fix that can reasonably be expected to remove the negative impact affecting the Customer, including answering any questions proposed in a Case.

8.2 Resolution actions may include:

- communication of corrective action to the Commissioner;
- an architecture system restart, restore, or replacement; or
- creation of enhancement or Bug which will then follow the Product Bug lifecycle (please see Clause 14.1).

8.3 If during the course of the investigation a new issue is found then a separate Case must be raised by a Commissioner.

8.4 **Case Closure.** Unless otherwise stated, a Case shall be closed upon the earlier of: (i) confirmation from the Commissioner, within the timeframe provided above, that the fix is effective; or (ii) seven (7) days after Unily marks the Case as resolved, by providing a proposed solution. Once the Case is closed. it cannot be reopened. If the issue reoccurs, the Commissioner must submit a new Case through the Support Portal.

**9. CHANGE MANAGEMENT.**

9.1 Unily shall maintain a Change Management Process consistent with recognized industry standards, including ITIL, Agile and ISO frameworks, as applicable.

9.2 Any change requiring approval from the Commissioner will be handled within the Support Portal.

**10. DEPLOYMENTS.**

10.1 Customer will receive the latest available product releases for production environments via deployment, during a set one-hour maintenance window, recurring monthly and taking place during Business Days. For staging environments, where there is an available product release, such deployments may occur daily, up to 7 days a week. Unily endeavors to ensure that any disruption to Services, due to these deployments, are kept to less than 15 minutes within the one-hour maintenance window. Where a planned deployment results in an extended period of downtime greater than the planned scheduled hour, Unily will continue to work to restore Services while providing regular updates.

10.2 All deployments to the Customer's production environment will be Scheduled Maintenance for purposes of Section 13.7, provided they are scheduled by Unily in accordance with this section and do not require separate Customer approval.

10.3. If a critical or security risk is identified by Unily, this may prompt Unily to upgrade or deploy as part of Unily's Emergency Change and Deployment Processes. Unily will communicate prior to this being actioned.

10.4 For the avoidance of doubt, where a Customer's production site requires a modification, other than in accordance with 10.3, approval from the Customer will be required in accordance with Section 9 and Unily's Change Management Process.

**11. SCHEDULED OUTAGE AND EMERGENCY OUTAGES.**

11.1 In the event any Scheduled Maintenance or Patching requires downtime to be extended, Unily will advise the Customer and provide regular updates until the application is restored. Any unplanned extension to Scheduled Maintenance or Patching downtime will be considered Unscheduled Maintenance time.

11.2 Emergency Maintenance or Emergency Patching may be required from time to time, including but not limited to addressing and protecting against imminent threats. Where reasonably practicable, an Emergency Maintenance or Emergency Patching downtime will be planned outside of Business Hours and with two (2) days' advanced notice provided to the Customer. For the avoidance of doubt, such notice period will depend on the extent of the critical urgency.

11.3 **Disaster Recovery.** Unily has a written disaster recovery plan in place (**DR Plan**) which is tested annually to confirm that it will meet RTOs and RPOs. Unless specified elsewhere in the Agreement, the DR Plan includes an RTO of no more than six (6) hours and an RPO of no more than one (1) hour. Upon either party's determination of a disaster that may impact the Services, such party will promptly notify the other party and Unily will (i) implement the DR Plan and (ii) provide daily updates on the status of the DR Plan progress. If the Services are impacted by a disaster, Unily will provide a post-mortem report detailing all actions taken by Unily to restore the Services.

11.4 In the event Unily determines that a P1 Case has resulted from a primary data center failure, Unily shall initiate failover to the secondary data center. The Services will be hosted from the secondary data center until Unily determines that the primary data center has been restored operationally and with minimal impact to client. Unily will use commercially reasonable efforts to ensure there is no material adverse impact on application performance during such time. In the event there are complications with the failover, where the secondary data center is unavailable Unily shall display a maintenance page on the Customer site.

11.5 **Business Continuity.** Unily has a written business continuity plan in place, such plan is designed to allow Unily to continue providing Services under the Agreement without any material interruption, in the event of a business disruption, and to continue operating all Unily business units or facilities that provide Services.

**12. ESCALATION MODEL**

12.1 The table below outlines the responsible roles should Support Services not be provided in accordance with this document. For detailed escalation procedures, see the How to Escalate an Issue.

| Escalation Type | Business Escalations | Technical Escalations |
|---|---|---|
| **Level I Escalation** | | Regional Support Manager |

| | | |
|---|---|---|
| | Assigned Customer Success Manager (CSM) | |
| **Level II Escalation** | Head of Customer Success | Global Support Manager |
| **Level III Escalation** | Chief Customer Officer | |

Matters that are unsupported and/or deemed as out of scope (i.e., components that are managed by another vendor) are unable to be escalated and should instead be addressed within the Project Team.

**13. AVAILABILITY AND AVAILABILITY OF SERVICE CREDITS.**

13.1 Unily commits to ninety-nine-point five percent (99.5%) Availability during the AST. For the avoidance of doubt, Availability should be calculated using the following method:

$$\text{Availability \%} = \frac{\text{AST - Downtime}}{\text{AST}} \times 100$$

13.2 Availability is exclusive of any planned and agreed Service outages.

13.3 Availability is measured automatically using a monitoring service that externally polls the platform homepage on a set cadence and applies authenticated application logic.

13.4 Upon request through the Support Portal, but no more than once per calendar quarter, Unily will provide the Customer with an uptime report in writing. The report will show the availability percentage over each calendar month up to and including the last full calendar month, specific details of any outages, including the date and length of the outage, and the cause, where identified. Unily will determine availability based on monitoring tools and site usage.

13.5 Unless otherwise stated in the Agreement, and without prejudice to any other rights and remedies of the Customer, the Customer shall be entitled to the corresponding service credit if the monthly Availability percentage falls below 99.5% in any month:

| **Availability** | **Service Credits** |
|---|---|
| < 99.5% and ≥ 99% monthly uptime | 3% refund of Access Service Charges in the preceding month |
| < 99% and ≥ 98% monthly uptime | 5% refund of Access Service Charges in the preceding month |
| < 98% monthly uptime | 10% refund of Access Service Charges in the preceding month |

13.6 In no event will the service credit be greater than ten percent (10.00%) of the then current monthly charges (e.g., fees, Access Service Charges, etc.).

13.7 **Exclusions**. Availability measurements do not include staging environments, or periods of outages and non-response as a result of the following:

- Any act or omission on the part of the Customer in violation of its obligations under the Agreement;
- The Customer's applications, equipment or facilities;
- Availability of the Customer's Microsoft 365 tenant;
- Scheduled Maintenance by either Party, provided that the initiating Party has given the other Party at least forty-eight (48) hours prior notice of such maintenance activity;
- Where an MIR indicates issues outside of Unily's control, the Incident will be excluded from availability metrics.

**14. PRODUCT DEVELOPMENT**.

14.1 **Product Bug Process.** Bug fixes shall be subject to Unily's standard testing and release methodology prior to being approved for release to the Customer. Bug fixes are not subject to any service levels, including response or resolution time commitments. SLAs do not apply to Bugs.

14.2 **Release Frequency.** Unily will determine the frequency and timing of application version releases based on the priority level Unily assigns to an issue. Higher priority issues may result in immediate releases, while lower priority issues may be incorporated into periodic releases (such as bi-weekly or otherwise).