

SPARTA CARE

This SPARTA CARE POLICY (this “Policy”) is entered into between Sparta Systems, Inc., with offices at 2000 Waterview Drive, Suite 300, Hamilton, NJ 08691 (“Sparta”) and the Licensee identified below (“Licensee”) or in the Order Form.

BACKGROUND

Sparta is the proprietary owner of TrackWise® Software and related products (“Software”). Sparta and Licensee have previously entered into a TrackWise Software License Agreement (“Agreement”) for the provision of licenses to use the Software. Upon Licensee’s satisfaction of all payment obligations, Sparta shall provide Maintenance and Support Services in accordance with this Policy, which may be modified by Sparta from time to time in its sole discretion and issued in writing or posted on Sparta’s online portal, provided however that any such modified Policy shall not apply until the renewal of any applicable Maintenance Term. In case of any inconsistency between the terms and conditions of the applicable then-current Policy and the Agreement, the terms and conditions of the applicable then-current Policy shall prevail.

GENERAL TERMS AND CONDITIONS

1. **Definitions.** In addition to the terms in the Agreement, the following terms used in this Policy will have the following meanings:

“**Error**” means a verifiable and reproducible failure of the Software.

“**Error Correction**” means any modification or addition to the Software, delivered within a Release, hot-fix designed to correct an Error or a work-around, bypass, or patch supplied by Sparta, or implementation of an operational procedure or routine by Licensee to diminish or avoid the practical adverse effect of an Error.

“**Maintenance**” means a new Major Release, Minor Release or Point Release of the Software.

“**Maintenance Term**” means the twelve-month period commencing on the date identified in the invoice and ending twelve months thereafter, or as otherwise agreed upon between the Parties and identified in the invoice.

“**Major Release**” means a major evolutionary shift in the Software denoted by the numeral to the left of the decimal point (e.g. Major Release 10.0 compared to Major Release 11.0).

“**Minor Release**” means an incremental development in the Software denoted by the numeral to the right of the decimal point (e.g. Minor Release 10.1 compared to Minor Release 10.2).

“**Point Release**” means a service release noted by the numeral to the right of the Minor Release (e.g. Point Release 10.2.1 compared to Point Release 10.2.2).

“**Release**” means a Major Release, Minor Release and/or a Point Release of the Software.

“**Sparta Care**” means the Maintenance and Support Services identified herein.

“**Support Case**” means a reproducible issue or reproducible problem with the Software as identified in Section 3.1.

“**Support Services**” means the technical support services for the Software as described within this Policy.

“**Support Contact**” means the contact(s) designated by Licensee to work directly with Sparta’s support staff.

2. Support Coverage and Availability

2.1. Licensee shall receive off-site Maintenance and Support Services, through a dedicated telephone number, email address or web based customer portal during Sparta’s normal business hours, as identified in Section 2.3. Should Sparta make new Major, Minor or Point Releases commercially available, Licensee may receive such Major, Minor, or Point Releases without any additional fees. If Licensee requires additional services, not identified herein, such as Technical Account Management and/or Off-Hours Support, such services shall be provided pursuant to a separately signed Statement of Work. All Support Services and Maintenance shall be provided in the English language.

2.2. Support Services do not include configuration, training or installation services. If such services are needed Licensee and Sparta shall enter into a separate statement of work for such services. Licensee is responsible for the installation of any Error Correction or Release.

2.3. Support Cases must be reported to Sparta by a Support Contact via the dedicated Sparta telephone number or email address below, or through the Sparta Systems Customer Portal.

Customer Support email:
spartacare@spartasystems.com

Local Telephone Numbers:
 Europe +44 800-098-8533 India +91 800-100-4366
 North America +1 800-910-8305 Japan only +81 800-888-8305

Service Description	Availability	Description
Telephone and Email Support	Monday – Friday local time (Excluding Public Holidays as identified in the customer portal) Greenwich Mean Time 09:00-17:00 Within North America 09:00 – 17:00 Japan Standard Time 09:00 – 17:00	Requests for Support Services outside these times will be responded to within the maximum initial response time listed below, on the following business day.
Sparta Systems Customer Portal	The Sparta Systems Customer Portal is accessible 7 days per week, 24 hours per day (excluding maintenance periods), however, all Support Cases are responded to during local office hours, as stated above	A secure on-line customer login facility providing Support Case creation, status updates, and access to the on-line knowledgebase

3. Response Times and Escalations

3.1. Sparta will respond to a Support Case, within the Maximum Initial Response Times set forth below. Sparta will determine the severity level of any Support Case in its reasonable discretion.

Support Case Severity	Maximum Initial Response Time	Description
Severity 1	Within 2 hours	The Software is completely inoperable
Severity 2	Within 4 hours	Substantially restricts functional operations of the Software
Severity 3	Within 1 business day	Performance or functions of the Software are impaired
Severity 4	Within 2 business days	Requests for documentation, media or other administrative matters.

3.2. Sparta will use commercially reasonable efforts to resolve Support Cases as soon as reasonably practicable. A Support Case is resolved upon the earlier of: (i) resolution of the Support Case; (ii) the provision of an Error Correction; (iii) provision of an alternative solution; (iv) confirmation by Sparta that the Error is not due to a deficiency in the Software; (v) Confirmation by Sparta that the Error is due to a multi-vendor issue; (vi) if the Support Case is attributable to Third Party Software, Sparta logs a support request with the provider of such Third Party Software; (vii) the Support Contact closes the Support Case; or (viii) the Support Case has been left open for three (3) consecutive business days, without a response from the Support Contact.

- 3.3. Notwithstanding anything herein to the contrary, Sparta will have no obligation to provide Support Services in connection with a Support Case or operational disruption caused by: (i) use of the Software with software or hardware not designed for use with the operating systems as identified in the system requirements or specification; (ii) changes, modifications, or alterations to the Software or database not approved in writing by Sparta; (iii) use of the Software other than in accordance with the specification and the Agreement; (iv) failure to install Releases or an Error Correction; or (v) negligence or intentional misconduct of the Licensee or its employees and agents or any third party.
- 3.4. The Support Services identified herein shall not include: (i) IT infrastructure management; (ii) database administration, optimization, tuning and management; and (iii) unsupported integration with third party software.
- 3.5. For purposes of escalation of a Support Case, all incoming Support Cases are first received by a tier 1 Sparta support engineer who will first classify the severity level and escalate to a tier 2 support engineer in the event the tier 1 support engineer is unable to resolve the Support Case. If a Support Case is not able to be resolved by a tier 2 support engineer, the Support Case will then be escalated to customer support management. Support Cases which are unable to be resolved by customer support management will then be escalated to research and development management.

4. Maintenance Terms & Supported Releases

- 4.1. Licensee may cancel Sparta Care provided that: (i) such cancellation apply to all Software; and (ii) notice of cancellation is received at least thirty (30) days prior to renewal of any Maintenance Term. Any such cancellation shall only apply towards any future renewal of a Maintenance Term.
- 4.2. In the event that fees for Sparta Care remain unpaid after the expiration of the Maintenance Term, Sparta shall be entitled in its sole discretion, to cease providing Maintenance and Support Services. Reinstatement of lapsed Maintenance and Support Services (whether due to non-payment by Licensee or cancellation by Licensee) will be at Sparta's sole discretion.
- 4.3. As part of Sparta Care, Sparta will provide Maintenance and Support Services for the:
 - 4.3.1. For TrackWise Major Release 8.0 and earlier: (i) most current Major or Minor Release; and (ii) immediately preceding Major or Minor Release for a period of two years from when the subsequent Release is made generally available.
 - 4.3.2. For TrackWise Major Release 9.0 and later: (i) most current Major or Minor Release; and (ii) immediately preceding Major Release for a period of two years from when the subsequent Major Release is made generally available.

5. Licensee's Obligations

- 5.1. Licensee shall: (i) not permit or authorize anyone other than Sparta to provide Maintenance and Support Services; and (ii) cooperate fully with Sparta's in the resolution of any Support Case.
- 5.2. Sparta's provision of Maintenance and Support Services shall only be through the Supported Contact(s). Customer is solely responsible for communicating and updating all changes to the Supported Contact list to Sparta. The Supported Contact shall: (i) exhibit the practical, technical knowledge and skill required to administer the system. Sparta reserves the right, at Sparta's sole discretion and at Licensee's expense, based on historical Support Case metrics, to request Supported Contacts to successfully pass the TrackWise Accreditation exam or complete the TrackWise Core Competency Suite training; or in order to bypass the TrackWise Accreditation exam and TrackWise Core Competency Suite training, the Licensee may engage in Sparta's Technical Account Management program pursuant to a separately signed Statement of Work; (ii) serve as the internal contact for Licensee personnel who are authorized to use the Software and coordinate communications within the licensee environment; (iii) maintain records on behalf of the Licensee for Maintenance and Support Services; (iv) serve as the contact(s) with Sparta on all matters relating to Maintenance and Support Services; (v) be responsible for providing information and support, as requested by Sparta, to assist in the diagnosis, analysis, and resolution of Support Cases; (vi) have, maintain and create new Support Cases through a valid email address issued by the Licensee; and (vii) inform Sparta when new Releases have been applied. The maximum number of Supported Contacts is: (i) two (2) Supported Contacts for the first 200 Concurrent Users; and (ii) one (1) Supported Contact

per each additional 200 Concurrent Users per TrackWise Instance, provided however that in no event shall Licensee have more than 5 Supported Contacts.

5.3. When reporting Support Cases, Licensee must provide Sparta with the following:

- Licensee's ID number
- Release number of Software in use
- Detailed description of the issue
- Environment(s) affected
- All investigation steps performed
- All supporting documentation (i.e. log files, screen shots errors, display issue, etc.)
- Existing defect number (if applicable)
- Resolution of issue (if applicable)

5.4. If Licensee requests support via remote access, Licensee shall ensure that a functioning system enabling such access to the Licensee's technical equipment is installed (subject to the Licensee's reasonable security measures and policies) and that satisfactory communication between the Parties' computer systems is possible. Licensee shall be solely responsible for protecting and backing up its equipment, software and data prior to any such access. Sparta disclaims all liability in connection with remote access support.
