

SUPPORT SERVICES AGREEMENT



GTECHNA USA CORPORATION
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1. General information

This document defines the elements of the VENDOR Support Services (SSA) for its Customers. The conditions set out in this document come into force as the VENDOR software is considered to be operational following the completion of the installation and final acceptance of the Work by the Client. Maintenance and Support cover all software components of the solution implemented in their current and future versions for the duration of the contract upon continued payments of the maintenance and support fees.

Upon Customer payment of maintenance and support fees, VENDOR commits to providing resources with the knowledge and skills required to perform the services described and to ensure the maintenance and support of the software applied to Customer's scope and configuration.

2. Definitions

In this SSA the words set out below will have the following meanings:

- Business Day shall refer to 9:00 a.m. to 5:00 p.m. (EST) Monday, Tuesday, Wednesday, Thursday and Friday except for statutory holidays
- Statutory Holidays – the following days are the statutory holidays that Gtechna's Offices are closed:
 - New Year's Day – January 1st if it falls on a weekday, else the Monday following;
 - Good Friday – The Friday before Easter Sunday;
 - National Holiday – The first Monday preceding May 25th;
 - National Holiday – June 24th if it falls on a weekday, else the Monday following;
 - National Holiday – July 1st if it falls on a weekday, else the Monday following;
 - Labour Day – 1st Monday in September;
 - Thanksgiving – 2nd Monday in October;
 - Christmas Day – December 25th if it falls on a weekday, else the Monday following Christmas Day;
- Software means all software supplied to the Client by the VENDOR;
- Incident means any Client query, defect, problem or error regarding the Software or Equipment the Client purchased or leased from the VENDOR.
- VENDOR: *GTECHNA USA CORPORATION*

3. Description of the expected service

In general, after-sales service included in the contract must include the following:

- Software updates (including but not limited to firmware, patches, updates and new versions of management tools, configuration tools, updates, and new drivers);
- Technical support;
- Troubleshooting and error correction;
- Solving technical problems;
- Documentation.

VENDOR will provide a periodic description of the maintenance activities (daily, weekly, monthly or on request) as required for all software components of the solution.



4. Management software upgrades and updates

The VENDOR specifies the differences between an upgrade and an update.

Upgrade: This is a major and stand-alone version of software. Upgrades are different from an update because they do not resolve problems but move a version to the next level by often adding features to the software and are not free. In familiar language, we can speak of a migration.

Update: An update is a new release of an existing *version* of software, but does not allow upgrading to the next reference version (if there is one). In the case of the update, this is a free program that addresses issues that include:

- Bug fixes or problems that slow down the software;
- Support for devices due to hardware replacement and/or required firmware update after launching software;
- Generally incorporate patches that improve stability, compatibility and security.

The VENDOR will deliver to the Customer all updates of the software components of the solution and proposed for the duration of the maintenance contract. The VENDOR is committed to providing all the corrections that will have been made to the software components as soon as they become available. The VENDOR is committed to supporting a major version (version N) of the software components as well as the previous major versions (version N-1).

5. Troubleshooting and Correcting Programming Errors

The VENDOR offers a toll-free support line, a Customer web site and an e-mail address for service calls in the event of a incident, and agrees to deploy the effort required to correct any programming errors in the solution provided that:

- Such a programming error has been reported by the Customer who will have specified the nature of the errors found and the circumstances in which they have been established;
- The VENDOR observes such a programming error;
- The product has been used in accordance with its documentation and the VENDOR instructions;
- The product has been used according to GTechna's specifications with respect to the computer environment in which it will be used;
- The Customer or any third party has not modified the product in any way.

A programming error is a defect in the software that causes the software not to function according to its documentation. The VENDOR will provide all software corrections to the Customer at no additional charge for the duration of the contract.

6. Service calls

The VENDOR offers a service to receive service calls via a toll-free telephone line, an e-mail address and a website for customer support. When an Incident is detected by the Customer, a call must be made immediately to the VENDOR to request that the problem be taken care of. At the same time, the problem is recorded in a computerized Incident Management System. Unless otherwise stated, only the identified personnel of the Client may make a service call to the VENDOR.

The support service is available according to the ranges identified in the SLA section (section 16). If necessary, the Customer's resources will be properly trained by the VENDOR to act as the Customer's contact with the VENDOR. There is no limit to the number of calls the Customer may make to obtain technical support from the VENDOR. Once diagnosed, the VENDOR is committed to restoring and maintaining the initial performance of the components within the set deadlines. The details of this commitment are described in the SLA section.

In the event that it is difficult to diagnose the cause of a problem from a software or hardware component, the VENDOR will take care of the problem, invest resources and assume leadership in defining the cause of the problem. If the problem is resolved by another party, the VENDOR will note this situation and will immediately notify the Customer Manager to report the defect to the other party.

7. Follow-up of service calls

All Incidents detected by users must be reported to the VENDOR. During and after each intervention, as soon as possible, information concerning the tracking and resolution of the Incident is made available to the Client via a website. This site contains the following information:

- The Customer's request for intervention;
- GTechna's intervention number;
- The identification of the equipment or software and the source of the problem;
- The date and time of the opening of the application;
- The date and time the application was closed;
- A brief description of the Incident;
- And the solution.

8. Terms of service

During a service call or when an Incident is reported, the Customer assigns a priority level to the problem according to the classification determined in the SLA section.

Note 1: The maximum call-back time and the maximum start-up time are calculated from the moment the Customer opens a service call at the VENDOR.

Note 2: The maximum delay for return to service is calculated from the start of the intervention.

Note 3: A component is considered to be "put back into service" when it has been restored by the VENDOR and

has been confirmed by the customer.

9. Escalation process

The VENDOR offers an escalation process for the two highest severity levels of Incidents to cover any serious problems that cannot be supported by the normal service process. The VENDOR has identified the resources to be contacted when the escalation process is initiated. The process is described in the SLA section.

10. Abandonment of management software support

In the event that any version of the software sold to the Customer is no longer supported, the VENDOR agrees to notify Customer in writing one (1) year in advance so that a required Upgrade(s) (migration) may be mutually planned which may incur costs.

11. Commitment to confidentiality

The VENDOR and its employees may have physical or electronic access to the Customer's data. In these circumstances, the VENDOR and its employees undertake to ensure the confidentiality of the Customer's information and not to use this information for any purpose other than for carrying out the work authorized by the Client under this agreement of support.

In the event that the client and the VENDOR agree on the terms of a contract and the confidentiality and data security clauses are stricter, they will take precedence over this statement.

12. Statement of Intent

The aim of this agreement is to provide a basis for close co-operation between the VENDOR and the Client for Support Services to be provided by the VENDOR to the Client, thereby ensuring a timely and efficient resolution to any Incidents encountered by the Client in the use of Gtechna's products.

This agreement is contingent upon each party knowing and fulfilling its respective responsibilities and fostering an environment conducive to the achievement and maintenance of targeted service levels.

13. Objectives of Support Services Agreement

- To create an environment of cooperation between the VENDOR and the Client to ensure effective support for the Client's end users;
- To document the responsibilities of the Parties taking part in the Agreement;
- To ensure that the Client achieves the provision of high quality of service for its end users with the full support of the VENDOR;
- To define the services to be provided by the VENDOR and the level of service;
- To detail the information the VENDOR requires from the Client in order for the VENDOR to begin its investigations of Incident;
- To provide a common understanding of service requirements/capabilities.

14. Term of Agreement

Unless specified otherwise, this SSA will continue as long as the Maintenance Contract is in effect and the payments applied to this SSA are maintained. GO live is defined by the use of the software and/or equipment by the customer to generate any official transaction.

The VENDOR will honor the terms of this agreement so long as payments for the SSA are upheld

15. Software Acceptance Test Procedure

The success of a project is defined by the acceptance of deliverables by the customer. To determine the success of the project, deliverables shall be mutually listed and described and success criteria must be determined in advance by having for each deliverable an acceptance test properly described. This will be discussed between the project managers of each party at the beginning of the project when it is time to address the Statement Of Work key elements. At the end of the Acceptance Test Procedure, the customer will issue a written notice to the VENDOR to indicate a level of satisfaction with the use of the product according to established criteria.

16. Service Levels

The success of service agreements depends fundamentally on the ability to communicate credible and reliable information.

- Firstly, a clear chain of communication between the VENDOR and the Clients, with key player's name, phone number and title must be defined. See Annex "A" and "B".
- Second, a clear matrix of responsibility "who does what" with reference to the specific of the customer environment is essential. The VENDOR support is breakdown in Levels 1, 2, 3 as shown on the following schematic. Level 2 and Level 3 are exclusives to the VENDOR but in some instance, Customer/Partners may support Level 1 in part or in whole. See annex B.



Level 1 – Help Desk and First Line support

- Answer phone / mail
- Diagnostics of Incidents
- Troubleshooting devices and network
- System restores
- Server setup basic configuration
- Account setup configuration
- Raise tickets if Incident not close within the day
- Informed customer of closure of Level 1 ticket
- Escalation / dispatch to level 2.



Level 2 – Field Engineering

- Advance trouble shooting
- Impex set-up
- Client environment deployments
- Problem replication / simulation
- Database diagnostics
- Units/ Server log analysis
- Units/ Server crash - Data recovery
- Informed customer of closure of Level 2 & Level 3 tickets
- Escalation / dispatch to Level 3.



Level 3 – Product Engineering

- New features or fixes requiring code changes
- Advance configuration setting
- System analysis advance server diagnostics and support.

17. Levels of severity and Response time.

Severities for all Incidents will be jointly classified by the Client & the VENDOR under one of the following classifications:

Level of Severity	Identification	Description
1	Critical	<p>Critical: Severity Level 1 is considered Emergency Level causing disastrous consequences for the system.</p> <p>E.g. Major breach of the software or a complete stop of the system which ceases normal operations, major failure, critical loss of data, critical loss of system availability, critical loss of security, unable to start the application, critical loss of safety, etc.</p> <p>System cannot be used until issue is resolved.</p>
2	High	<p>High: Major problem that disrupts operations during a critical business period causing very serious consequences for the system.</p> <p>E.g. A function is severely broken, cannot be used and there is no workaround. 50% of the active users are not able to use the System to write tickets. System fails to produce tickets in accordance with approved format.</p>
3	Medium	<p>Medium: Defects causing significant consequences for the system. A defect that needs to be fixed but there is a workaround.</p> <p>E.g. A handheld device not responding. Unable to generate reports, change of non-critical system settings.</p>
4	Low	<p>Low: Defects causing non critical issues. Easy to recover or workaround.</p> <p>E.g. Error messages misleading, request for information.</p>

The VENDOR support team undertakes to respect, as far as possible, the statements for the response time and the resolution time as described below. In exceptional circumstances, these standards may not be met and the client may report them to the management team as described in the complaint process in section 24 of this document.

Level of Severity	Response Time	Time Resolution
1	Respond immediately to the Customer or contact in the immediate hour of receiving the incident notification	Time resolution of up to four hours
2	Respond immediately to the Customer or contact within two business hours of receiving the incident notification	Time resolution of up to one business day
3	Respond immediately to the Customer or contact within four business hours of receiving the incident notification	Time resolution of up to three business days or such other period mutually determined in writing between the Parties, as appropriate
4	Respond immediately to the Customer or contact within eight business hours of receiving the incident notification	Time resolution mutually established by the Parties in writing

To the extent of the above-mentioned table, if an Incident is not fixed in a timely manner and/or would have a noticeable and negative effect on the client's operations, the customer can escalate (Annex A) and address the problematic situation with the management team of the VENDOR to agree on a plan of corrective actions.

18. VENDOR Support Hours of Services

VENDOR offers telephone coverage 24/7 for Critical and High Incidents with an immediate response time. Other Incidents are covered per the following rules:

- Regular Business Days – During Office Hours – Monday to Friday 9:00 a.m. to 5:00 p.m. (EST);
 - o Email – Monitored & responded within one business day;
 - o Telephone – Normally answered when called. Voice messages are monitored and responded to within 30 min throughout the day;
- Regular Business Days – Outside Office Hours – Monday to Friday 5:00 p.m. to 9:00 a.m. (EST);
 - o Email – Monitored & responded within one business day;
 - o Telephone - Normally answered when called. Voice messages are monitored and responded to within 30 min.;
- Weekends - Friday 5:00 p.m. to Monday 9:00 a.m. (EST);
 - o Email – Monitored & responded within next business day;
 - o Telephone - Normally answered when called. Voice messages are monitored and responded to within 1 hour;
- Statutory Holidays – From 5:00 p.m. on the eve of the Statutory Holiday until 9:00 a.m. the morning following the Statutory Holiday (EST);
 - o Email – Monitored & responded within next business day;
 - o Telephone - Normally answered when called. Voice messages are monitored and responded to within 1 hour;

19. Equipment repair (RMA)

If it is determined that Equipment sold or leased to the Client by the VENDOR is in need of repair after one year of usage (first been under normal warranty), this SSA will provide free repair.

- The VENDOR will assist the client with the RMA process Return Merchandise Authorization);
- The Client, at its expense, will ship the defective Equipment to the repair depot as designated by the VENDOR;
- The manufacturer, at its expense, will ship repaired equipment to the Client within the normal delays;
- Equipment sold by the VENDOR includes high tech items and repairs cycle time is up to 8 weeks;
- Therefore we recommend customer to buy 5% on site spares units for quick turn-around.

20. Equipment Updates

Under normal circumstances, the Client has initially purchased or leased the latest Equipment offered by our Equipment Suppliers. This Equipment will eventually age and Clients may decide at some point in time to purchase either additional units of the same model or opt for the latest available model. Equipment Suppliers could also declare various models End of Life (EOL) and provide various options from their product line to upgrade to and a timeline by when this would be necessary.

- The products of the Equipment Suppliers are in various stages of their life cycles. The VENDOR is not privy to its Suppliers product plans. The VENDOR as such has no prior knowledge when a Supplier decides to EOL one of its products. The VENDOR will advise Clients as soon as they are notified by its Equipment Suppliers that one of its products has been declared EOL;
- The VENDOR will advise the Client of the expected impact upon the Client and propose the options available for managing the EOL;
- If the Client purchases from the VENDOR additional Equipment of the same model already in use, the VENDOR charge minimal costs related to the installation. The Client would still have to pay for any additional Software Licenses, as applicable;
- If the Client purchases a new model of the current Equipment or opts for Equipment from a different manufacturer, the Client will pay for all related upgrade costs in this regard.

21. Software update

Where the Client has initially purchased or leased the latest major release of the software solution offered by the VENDOR, the software will evolve during the life of this agreement and will be kept up-to-date with various releases.

Software updates are free of charges and are deployed when necessary to keep system performance.

22. VENDOR Primary Responsibilities

The VENDOR is responsible for providing support services for the investigation and resolution for all Incidents encountered by the Client related to the products the VENDOR sold or leased to the Client. More specifically, the VENDOR is responsible to:

- Diagnose Incidents which occur to the Software and Equipment and use all reasonable efforts to provide fixes as promptly as possible;
- Keep the Client apprised of the current status of reported errors and the efforts to resolve them on an ongoing basis;
- Effect deliveries of software fixes to the Client via a remote connection In situations where the VENDOR hosts the Client's Operations, the VENDOR will:
 - o Monitor the hosting services on an ongoing basis to maximize continuous operations;

- o Monitor the hosting services to ensure performance is at its peak;
- o Perform regular daily back-ups of all files necessary for the running of the software sold to the Client by the VENDOR in the event a restore is required.

The VENDOR proposes to review, on a schedule mutually determined, the performance of the support team in the delivery of services and to implement the necessary measures in the event where improvements are needed.

23. CLIENT Primary Responsibilities

The Client will provide a prime and secondary Contact(s) through which all reported problems encountered by the Client would be funneled for subsequent notification to the VENDOR. These individuals must have a working knowledge of the software and equipment and will be responsible managing user access, and for recording and reporting of problems. The Client is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the Client's operation. The Client will refer all problems to Gtechna in a timely manner using the outline below to describe the problems:

- Date / Time Reported;
- Reported by;
- Software affected;
- Equipment affected;
- Problem Description - examples / pictures / screen shots, as available;
- Test case - How to recreate the reported problem;
- Serial Number of Equipment on which Problem was detected;
- Statement of Impact on Client Operations;
- Other pertinent information (as appropriate).

The Client will supply the VENDOR with reasonable remote electronic access to the Equipment, Software, or any computer hardware where the software and data files may reside in order that the VENDOR can investigate reported problems.

The Client must report defective equipment and request an RMA immediately upon observing a defect or malfunction in order to prevent the accumulation of Equipment requiring repairs that may impact the delay in receiving a replacement.

The Client, at its expense, will ship the defective Equipment to the repair depot as designated by the VENDOR. Unless the Client's Operations is hosted by the VENDOR, the Client is responsible for all Software & File back-ups on a regular ongoing basis.

In order to maintain ongoing the VENDOR Support the Client is responsible to ensure all Support & Maintenance payments to the VENDOR are current.

24. Complaints

All complaints relating to the operation of the help service by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems. Such complaints may relate to the following aspects:

- Expected level of support;
- Actual support offered and delivered;
- Personnel responsible for providing or administering support;
- Any other issue relating to this document or the relationship between the Client and the VENDOR.

Services provided by the VENDOR do not include repairs, testing, or replacement of parts caused by:

- Unauthorized tampering/modification of the Equipment’s hardware or its firmware settings;
- Use of the Equipment for other than the use for which it was designed;
- Shipping damage, accident, misuse, damage or disaster, including fire, flood, or neglect;
- Replacement parts are not provided for “consumable” items such as batteries, print heads and Equipment accessories (e.g. carrying straps, cases, styluses, etc.).

26. SSA Software Exclusions

The VENDOR services do not include data modification, data update, data entry, investigation, testing and changes required due to unauthorized modification by the Customer of any system settings, neither the configurations or parameters for the appropriate use of its systems, nor the testing and repair of any software that has not been sold or rented to the Customer by the VENDOR.

27. Other SSA Exclusions

Services provided do not include support for system environment changes necessitated by the Client. Examples of exclusions include such things as:

- Equipment upgrades (e.g. New Servers, DBMS Upgrades, Network Changes, File migrations, Middleware upgrades, etc.);
- 3rd Party Vendor software changes (ex. New Versions, Interfaces, File Imports/Exports, Anti-Virus, etc.);
- When the application is not hosted by the VENDOR, the server/infrastructure/database is not a GTechna responsibility.

Annex “A” – VENDOR Contact Info & Escalation

- Email address: support@gtechna.com;
- Vendor Support & 24/7 Support: 1-877-388-6730
- Escalation:

Anouer Sbissi (Customer Support Team Lead)	P: (514) 953-9898 extension 5255 C: (438) 988-0709	anouer.sbissi@gtechna.com
David Alvarez (Director, Customer Success)	P: (514) 953-9898 extension 5257 C: 514 346-5911	david.alvarez@gtechna.com

Annex “B” – Customer specific

	Full Name & Title	Email Address	Phone Number
System responsible, super user #1			
Backup System Responsible			
Other info when applicable <ul style="list-style-type: none"> • Server room • Equipment room • Parking right provider • Other 			