MOCA™

TERMS AND CONDITIONS
OF MOCA PLATFORM TECHNICAL SUPPORT SERVICES
(Software-as-a-Service)

Effective from May 23rd, 2019

The following conditions for the Technical Support Services (hereinafter the "CONDITIONS") apply to the support services of the MOCA Platform Services Agreement described in the base agreement *"MOCA Platform Terms of Service"*. Capitalized terms not defined in this document shall have the meaning stipulated in the Basic Agreement.

1 SUPPORT SERVICE SUBMISSION

1.1 Customer Efforts to Fix Errors
Prior to making a request to INNOQUANT, Customer will use reasonable efforts to fix any error, bug, malfunction or network connectivity defect without escalation to INNOQUANT. Thereafter, a Customer Contact may submit a written request for technical support through the MOCA Platform Online Support Center or any other support portal provided by INNOQUANT for this purpose.

1.2 Classification of Requests
Customer designates priority upon submission of Requests. Upon receiving a request, INNOQUANT will determine whether the request is a "Service Unusable," "Standard Request" or a "Feature Request." Any such determination made by INNOQUANT is final and binding on Customer. INNOQUANT reserves the right to change Customer's priority designation if INNOQUANT believes that Customer's designation is incorrect and will inform Customer of any such change in its response to the support Request. Customer may appeal any such reclassification to INNOQUANT 's Support management for review through any available support channel.

1.3 Procedures for Acknowledgement and Resolution of Requests
When making a Request, Customer will provide all requested diagnostic information, including: (i) problem description, configuration and Customer's hardware setup; (ii) relevant data; and (iii) answers to questions by e-mail or by phone; and (iv) help assisting INNOQUANT Support Personnel as may be required to resolve a Request.

1.4 Request Acknowledgement
INNOQUANT may respond to a Request by acknowledging receipt of the Request. Customer acknowledges and understands that INNOQUANT may be unable to provide answers to, or resolve all, Requests.

1.5 Feature Requests
If INNOQUANT deems a Request to be a Feature Request (i.e. a new feature of MOCA Platform software), INNOQUANT will log such Request for consideration to add to a future update or release of the Services and will consider the matter closed. INNOQUANT is under no obligation to respond to or resolve any Feature Request or to include any such Feature Request in any future update or release.

1.6 Building Applications
For clarity, INNOQUANT will not have any obligation to write or build any Applications or write code to facilitate Applications.

1.7 Alpha and Beta
Although INNOQUANT has no obligation to provide technical support for Alpha or Beta versions, features, or functionality of the Services, we will consider Requests at these development stages on a case-by-case basis.

2 ACCESSING SUPPORT

2.1 INNOQUANT Online Help Center
MOCA services are only supported through the MOCA Platform Online Help Center, available at https://support.mocaplatform.com or any other URL provided by INNOQUANT for this purpose. Customer will provide first-level support to Customer End Users. INNOQUANT will provide second-level support to Customer only. If Customer wishes to change its Designated Contacts, it will notify INNOQUANT via the Support Center at least 5 Business Days prior to the change.

2.2 Support Hours and Target Initial Response Times

INNOQUANT will provide Customers with access to the INNOQUANT Online Help Center and telephone assistance on the subscribed support level. Support hours and target initial response times are based on the subscribed support level:

a) **Standard Support.** For MOCA Standard plan Service Customers, INNOQUANT will process Requests during the Hours of Operation, unless otherwise indicated in CONDITIONS. Any Requests received outside of the Hours of Operation will be logged and processed during the next Business Day.

b) **Premium Support.** For MOCA Enterprise Service Customers, INNOQUANT will provide non-interrupted online and telephone assistance (24 hours a day, seven days a week). Priority P1 Requests are dealt with within an initial response time of one hour, 24 hours a day, and seven days a week. If a user requests support with Priority P1 during a weekend or a holiday, they must make a phone call to obtain a response. Priority P2, P3, and P4 Requests are serviced 24 hours a day, seven days a week. Priority P2 Requests received by telephone will be addressed directly by INNOQUANT Assistance Personnel. Priority P2, P3, and P4 Priority Requests submitted in writing through the Online Help Center or the support portal will be addressed with an estimated initial response time of one Business Day or less.

2.3   To access the Support Service, a Customer PIN may be required

The CLIENT must provide a current CLIENT PIN when making a Request. The CLIENT can obtain the CLIENT PIN in the MOCA Console to access and receive support for the INNOQUANT Services. If the CLIENT cannot provide the updated CLIENT PIN when prompted, you can only access the MOCA Platform Online Help Center and post a question in the online help forum until the CLIENT PIN is reset. The CLIENT PIN can be updated periodically and is only available in the MOCA Console.

3   STANDARD SUPPORT

All Customers will receive Standard Support, which includes the following:

- Automatic product updates in Services
- Notifications about the Maintenance of Services
- Online help and training for users and administrators in order to help Customers with the implementation and use of the Services
- Access to the MOCA Platform Online Help Center and to ticket based support via MOCA Console support widget.
- Status control panel and support portal which provides information on the status of the Services, available publicly and in real time at http://status.mocaplatform.com or any other URL that INNOQUANT may provide for this purpose.

4   PREMIUM SUPPORT

(Enhanced Assistance and Enterprise Account Management; Additional charges apply).

4.1   General

When applicable for certain Customers, Premium Support will include all elements as set forth in Section 4 of this document, estimated initial response times for Support Requests, and access to community and Premium Service personnel as set forth below in this document, which will begin when the Customer deploys the Services in production or as agreed in a separate contractual agreement.

4.2   Enhanced Assistance

For Customers that acquire Premium level of support, INNOQUANT agrees to make commercially reasonable efforts to respond to Customer Requests in accordance with the Priority of the Request as follows: Attendance Requests with priority level P1 will be dealt with for an initial response period Estimated at 1 hour and in a 24 hour schedule, 7 days a week. If a user requests support with Priority P1 during a weekend or a holiday, they must make a phone call to obtain a response. Priority P2 Assistance requests made by phone will be answered directly. P2 Priority Assistance requests submitted in writing through the Online Help Center or the support portal will be addressed with an estimated initial response time of 4 hours and a 24-hour schedule, Monday through Friday. Priority P3 and P4 Priority Assistance Requests will be answered directly. Priority P3 and P4 Priority Assistance Requests submitted in writing will be addressed with an estimated initial response time of 8 hours, in a 24-hour schedule, Monday through Friday. Please note that it is the INNOQUANT Assistance Personnel, not the Premium Assistance Team, who are responsible for providing technical assistance to resolve the errors.

4.3   Access to community resources and the Premium Services team

For the corresponding Customers, the Premium Services team will establish a proactive exchange of updated information with the Customer team. The Premium Services team will represent Premium Support Customers to INNOQUANT on important issues (including engineering, product management and assistance aspects), and will provide the Customer with relevant information regarding the Services.

4.4   Period of Validity

If applicable, INNOQUANT may decide not to renew Premium Support after a period of 12 months.

5   GENERAL CLAUSES

For the purpose of this agreement, the following terms shall have these meanings:

5.1   **"Business Day"** means any day during the Hours of Operation.

5.2   **"Designated Contacts"** means administrators or technical employees designated by Customer who are allowed to contact INNOQUANT for technical support.

5.3   "**Feature Request**" means a Request by a Contact to incorporate a new feature or enhance an existing feature of the Services that is currently not available as part of the existing Services.

5.4   **"Hours of Operation"** means 09:00-18:00 Central European Time, from Monday to Friday, except for holidays in Spain.

5.5   "**INNOQUANT Support Personnel**" mean the INNOQUANT representatives responsible for handling technical support requests.

5.6   "**Maintenance**" means maintenance work that is performed on hardware or software delivering the Services.

5.7   **"Priority"** means the level of impact a Request is having on Customer's operations and is used to establish initial target response times.
- "P1" means Critical Impact – Service Unusable in Production
- "P2" means High Impact – Service Use Severely Impaired
- "P3" means Medium Impact – Service Use Partially Impaired
- "P4" means Low Impact – Service Fully Usable

5.8   **"Request"** means a request from a designated Contact to INNOQUANT Support Personnel for technical support to resolve a question or problem report regarding the Services.

5.9   **"Service Unusable"** is any situation where Customer, adhering to published technical guidelines for and documented correct usage of the Services, is unable to access or use the Services for the majority of its Customer End Users for a period of time greater than fifteen (60) minutes. The Customer must submit a Request as *Service Unusable* and assign it with P1 Priority.

5.10   **"Standard Request"** means a Request made by Customer to INNOQUANT that is not a Service Unusable Request or Feature Request.