

Lexington Solutions Support Services

June 17, 2020

Definitions. The following capitalized terms used in this Support Services Schedule have the meanings set forth below. Other capitalized terms are either defined in context or have the meanings set out in the Agreement.

- 1.1 Error.** The term "**Error**" means any failure or deviation of the Licensed Software to substantially conform in material aspects to the Documentation consisting of (i) user manuals, and (ii) product descriptions and specifications (including performance standards).
 - 1.1 Error Correction.** The term "**Error Correction**" means either a modification or an addition that, when made or added to the applicable code section of the Licensed Software: (i) removes the Error; (ii) otherwise establishes material conformity of the Licensed Software to the applicable functional specifications; or (iii) constitutes a procedure or routine that, when observed in the regular operation of the Licensed Software, eliminates the adverse effect of the Error without material loss of performance, function or feature.
- 2. Support Hours.** Lexington Solutions shall provide helpdesk support via telephone at (617) 624-8554 and email at support@lexington-solutions.com from the hours of 9:00 a.m. to 6:00 p.m. EST, Monday through Friday (excluding Lexington Solutions holidays).
- 3. Confirmation; Tracking.** Lexington Solutions shall confirm receipt of a problem report or other inquiry, and will cause Error related calls and incidents to be tracked through the use of an incident tracking system. Incidents will be reported and logged into such system either via e-mail or by telephone.
- 4. Problem Inquiries; Responses.** All Error and other inquiries to Lexington Solutions must be made by a Designated Contact. The Designated Contact shall: (i) report an Error to Lexington Solutions in a form as may be reasonably prescribed by Lexington Solutions; (ii) submit such form via e-mail, or in any other format permitted or reasonably required by Lexington Solutions; and (iii) provide other documentation, information or assistance reasonably requested by Lexington Solutions. Upon receipt of a problem inquiry relating to the Lexington Solutions Software, Lexington Solutions shall: (a) evaluate the inquiry; (b) provide advice to resolve the problem described in the inquiry; and (c) call in appropriate staff as necessary to respond to the situation in accordance with the Acknowledgement and Resolution Standards. Lexington Solutions shall maintain a log detailing when and why it was contacted by the Designated Contact ("**Event Site Log**").

 - 4.1 Error Corrections.** Lexington Solutions shall use commercially reasonable efforts to correct Errors that are reported by a Designated Contact within the target time frame for the priority level of such problem as set out below.
 - 4.2 Assigning Priority.** Lexington Solutions shall work with Customer to assign the appropriate priority to all reported problems in order to allow Lexington Solutions to prioritize incoming problems appropriately. The criteria for assigning a particular priority level are as follows:

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Problem Priority	Conditions
Priority 1 (High)	Critical business impact. (i) Customer has a complete loss of service and work cannot continue, or (ii) Customer experiences real or perceived data loss or corruption, or an essential part of the Licensed Software is unusable by Customer.
Priority 2 (Medium)	Some business impact. The problem seriously affects the Licensed Software's functionality, but can be circumvented so that most of the Licensed Software's significant functionality is available to Customer.
Priority 3 (Low)	Minimal business impact. Customer can circumvent the problem and use the Licensed Software with only slight inconvenience. The problem can be considered insignificant and has no significant effect on the Licensed Software's usability. This priority level is also used for general questions, comments and requests.

4.3 Analysis; Guidance. Lexington Solutions shall analyze the problem and verify the existence of the circumstances resulting in the problem. Lexington Solutions shall give Customer direction and assistance in the course of Lexington Solutions' resolving the problem.

4.4 Acknowledgment and Resolution Times. For all reported problems, Lexington Solutions' acknowledgement and problem resolution times are as follows (the "Acknowledgement and Resolution Standards"):

Problem Priority	Acknowledgment Time	Lexington Solutions' Response
Priority 1 (High)	6 Business Hours	Full-time attention to the problem until it is corrected or a fully functional workaround is provided. Target Time Frame for Correction: 10 Business Hours after acknowledgment.
Priority 2 (Medium)	10 Business Hours	Full-time attention to the problem until it is corrected or a fully functional workaround is provided. Target Time Frame for Correction: 4 Business Days.
Priority 3 (Low)	3 Business Days	Target Time Frame for Correction or Response to Question: 14 Business Days or Lexington Solutions' next planned software release.

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4.5 Closure of Technical Support Problems. The Parties agree that each incident shall be considered open until the following has occurred:

Problem Priority	Conditions
Priority 1 (High)	Customer receives a workaround or information that resolves the problem.
Priority 2 (Medium)	(i) Customer receives a workaround or information that resolves the problem, or (ii) 10 business days have elapsed since Lexington Solutions' communication of the information that Lexington Solutions reasonably believes will resolve the problem (communicated in person or by voicemail or e-mail to a Designated Contact), and Customer has not responded to Lexington Solutions. The problem can be reopened later if it has not been resolved.
Priority 3 (Low)	(i) Customer receives a workaround or information that resolves the problem, or (ii) Lexington Solutions resolves the issue in a planned software release, or (iii) 21 business days have elapsed since Lexington Solutions' communication of the information that Lexington Solutions reasonably believes will resolve the problem (communicated in person or by voicemail or e-mail to a Designated Contact), and Customer has not responded to Lexington Solutions. The problem can be reopened later if it has not been resolved.

4.6 Issue List. Lexington Solutions shall maintain an issue list detailing Errors reported by Customer. The purpose of the issue list is to track Errors that Lexington Solutions is working to resolve and for which Customer may be billed.

5. Maintenance and Upgrades.

The Fusion application may not be available during the following times:

5.1 Daily Backups. Daily backups will be performed between 12:00 a.m. and 4:00 a.m. EST/EDT. The system will be available during this time but with reduced performance.

5.2 Upgrades. Lexington Solutions may from time to time upgrade Fusion and associated services. These activities take place in the following windows:

- Tuesdays from 7:00 am to 9:00 am EST/EDT for customers in the Mountain and Pacific time zones
- Thursdays from 6:30 pm to 8:30 pm EST/EDT for customers in the Eastern and Central time zones

Lexington Solutions will coordinate upgrades with the customer.

5.3 Maintenance. Lexington Solutions may from time to time perform routine maintenance. These activities take place in the following windows:

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- Saturday from 8:00 am to 10:00 am EST/EDT
- The first Tuesday of the month from 6:30 pm to 10:30 pm EST/EDT

Lexington Solutions will provide one (1) week notice for planned maintenance during the week. No prior notice will be given for weekend activities.

5.3.1 Emergency Maintenance. Lexington Solutions will provide at least 30 minute notice in the rare event that emergency maintenance is required outside the maintenance window.

- 6. Third Party Software.** Lexington Solutions shall use reasonable commercial efforts attempting to diagnose and resolve software problems associated with Third Party Software. By way of clarification, and not limitation, Lexington Solutions shall have no obligation to provide Support Services or other support for third party software that does not constitute Third Party Software (as that term is defined in the Agreement).
- 7. Remote Access.** As a condition to Lexington Solutions' provision of Support Services for software licensed, Customer shall make available upon request by Lexington Solutions requisite connectivity to Customer's network environment to allow Lexington Solutions to remotely provide applicable Support Services.
- 8. Limitations.** Lexington Solutions shall have no obligation to support: (i) altered, damaged or modified Licensed Software; (ii) Licensed Software that is not the then-current or previous two sequential minor releases within the same major release as the then-current version (for example, if the current version of Fusion is v10.2.1 – 10.0.x through 10.2.1 would be supported); (iii) Licensed Software problems caused by Customer's negligence, Third Party Software, hardware malfunction or other causes beyond the control of Lexington Solutions; (iv) Licensed Software installed on a platform or in an operating environment for which the Licensed Software has not been licensed; or (v) a failure that cannot be reproduced by Lexington Solutions. Lexington Solutions reserves the right to charge Customer, at Lexington Solutions' then-current hourly rates, for services provided in connection with alleged Errors that are later determined to be attributable to one or more of the foregoing problems and/or to operator error or untrained users.