



SUPPORT & MAINTENANCE POLICY

This Support & Maintenance Policy ("SMP") is part of the Subscription Agreement by and between Subscriber and Apli ("Agreement"). In the event of a conflict between the SMP and the Agreement, unless otherwise expressly provided, the Agreement will control. All capitalized terms not defined herein have the meaning ascribed to them in the Subscription Agreement.

Definitions

- **"Day"** means business days in Mexico, excluding Apli recognized holidays.
- **"Issue"** means a reproducible condition or error in the Subscription that taken as a whole, causes it to not operate substantially as described in the Documentation. An "Issue" does not include errors or conditions that inhibit the use or performance of the Subscription caused by errors or changes in Subscriber's systems, customizations, or Third-Party Products or services.
- **"Normal Business Hours"** means 8:00 AM CST – 7:00 PM CST Monday - Friday; 8:00 AM CST– 5:00 PM CST Saturday), excluding Apli recognized holidays.¹
- **"Other Support Request"** means (i) a request to change to an existing configuration or branding; (ii) an enhancement request; (iii) a request for any change to improve accessibility; (iv) a request to update or change to an integration; or (v) a question regarding usability, accessibility, or another knowledge enhancement question.
- **"Patch"** means a change implemented to fix bugs, improve security, or otherwise make corrections such that the Subscription substantially conforms with the Documentation.
- **"Resolution"** of an Issue means one of the following:
 - The successful implementation of a Patch or Update; or
 - Notice that an Issue is caused by a non-Apli provided product or service.
- **"Subscription Availability"** means the availability of the Subscription at the Demarcation Point for use by Subscriber without an Issue that is a Severity 1, 24 hours per day, 7 days per week, 365 days per year (24x7x365) less the Maintenance Period and Recovery Time Objective, and represents the combined availability of networks and servers supporting the Subscription.
- **"Update"** means an enhancement, revision, fix, or other change to the Subscription, including but not limited to a seasonal or supplemental release. Each Update is deemed a part of the Subscription once placed in a production environment. For clarity, an Update does not include a release of an upgraded version of a module, component, and/or application that may be available at an additional fee sold under an Order Form.
- **"Uptime Percentage"** means 99.7%.

Support

Subscriber shall designate and maintain at least one (1) System Administrator for all support Issues under this Agreement. All support Issues must be directed to an Apli Support Contact via email to contacto@apli.jobs.

Hosting

Subscription Availability, measured on a calendar month basis, will be greater than or equal to the Uptime Percentage.

¹ CST – Central Standard Time. Please note that all business hours are Apli's local business hours for the regional help desk, subject to local holidays.

Issues

When a designated System Administrator is submitting a case, the following information must be provided:

- ☐ Information about the nature of the Issue;
- ☐ Information about the location of the Issue;
- ☐ Any Subscription error messages associated with the Issue and the steps leading up to the Issue occurrence;
- ☐ Detailed description of the Issue; and
- ☐ Business impact of the Issue.

In the event Apli becomes aware and/or Subscriber notifies Apli of an Issue, Apli shall address the Issue based on its severity level, which is determined by Apli in its sole and reasonable discretion. Apli shall use commercially reasonable efforts to determine the severity level promptly and respond to Subscriber within the timeframe specified for such severity level, acknowledging receipt of the Issue notification and the status of an initial action plan to accomplish Issue Resolution. Apli shall use commercially reasonable efforts, in light of the severity and complexity of the Issue, to provide an Issue Resolution within the time frames specified for the respective severity level. Apli reserves the right to adjust the severity level designation in its sole discretion based upon Apli's investigation into any Issue.

Severity Definitions and Response Time²

These times reflect the targeted time period between Apli's technical support team receiving notice of the Issue or Other Support Request and assignment of a severity level to the initial response and Resolution, respectively, by Apli.

Severity	Definition	Initial Response	Status Update	Escalation (as set forth in the table below)	Resolution
Severity 1	Any Issue that causes the Subscription to be completely unavailable or completely prevents its operation and for which there is no work-around.	Thirty (30) Minutes	Every 8 Hours	To the Highest Escalation Contact Within Eight (8) Hours	One (1) Day
Severity 2	Any Issue that prevents Users from performing a critical business function and for which there is no alternative solution or work-around.	Two (2) Hours	Every Day	To the Next Escalation Contact on a Daily Basis	Two (2) Days
Severity 3	Any Issue that prevents Users from performing: (i) a critical business function and for which there is an alternative solution or work-around, or (ii) a non-critical business function, but for which an alternative solution or work-around does not exist.	Four (4) Hours	Every Day	To the Next Escalation Contact on a Daily Basis	Next Practical Patch
Severity 4	Any Issue that prevents Users from performing a non-critical business function and for which there is an alternative solution or work-around.	Eight (8) Hours	Every Week until Resolution date is set	To the Next Escalation Contact on a Quarterly Basis	Next Practical Update
Severity 5	Any Other Support Request	Twenty-Four (24) Hours	As Deemed Practical	N/A	As Deemed Practical

² Notification of an Issue to Apli through Subscriber's submission of a case is deemed to be "received" by Apli at the beginning of the next business hour. Hours and minutes listed in this chart are within Normal Business Hours.



Escalation & Prevention

In the event of an escalation, Apli's internal escalation contacts are as follows:

Level	Role
1 st Level	Manager within Customer Service
2 nd Level	Manager within Labs – Engineering, Director within Customer Service, and/or Manager within Cloud Hosting (as applicable)
3 rd Level	Director/VP within Labs – Engineering, and/or Director/VP, Cloud Hosting (as applicable)
4 th Level	VP, Services and/or Chief Technology Officer (as applicable)

Reporting

For all Severity 1 Issues, Apli shall, upon request, make available to the System Administrator an Issue report within five (5) Days after an investigation into the Issue has been concluded, which may include the actions taken by Apli to achieve Issue Resolution, the response time, and the resolution time. Apli shall retain Issue reports for at least one (1) month for later reference by the System Administrator.

Maintenance

Apli furnishes Patches and Updates that include Issue Resolutions promptly after availability of the Issue Resolution.