

PREMIUM SUPPORT TERMS

Capitalised terms used in this Exhibit not otherwise defined have the meaning given in the Order Form or the Agreement.

1. PREMIUM SUPPORT

1.1 **Order of Precedence** | These Premium Support Terms supersede and take precedence over the terms of Cutover's standard SLA Schedule incorporated into the Agreement (if applicable).

1.2 **Approved Sub-Processors** | Certain features, including without limitation in-app chat and support ticket tracking via the Ticketing and Support Status Portal, require Customer's approval of Cutover's complete list of Sub-Processors, including (without limitation) approval for Intercom. Such features may not be available where written approvals are not provided or are withdrawn.

1.3 **Communication and Incident Management** | Incidents will be logged in Cutover's Ticketing and Support Status Portal and then tracked through to resolution. Cutover will provide regular updates via email and/or telephone, including the timing of the next update. Cutover's Premium Support offering are available in the English language only.

1.4 **Additional Definitions** | As used in this Exhibit, the following additional capitalised terms have the meanings given:

Critical Support means support for a Level 1 or Level 2 event (Critical/Major) as set out in the Severity Level table in paragraph 2.6 below.

Premium Support means Cutover's premium support product offering as outlined in these Premium Support Terms. Premium Support applies only to the production environment of the Cutover Instance (and not to any non-production environments, as defined in the applicable Order Forms).

Standard Support means support for a Level 3 event (Moderate) as set out in the Severity Level table in paragraph 2.6 below, or other non-urgent issues or general support requests.

2. SERVICE LEVELS, SUPPORT & RESOLUTION TIMES

2.1 **Services Availability (SLA)** | Cutover will use commercially reasonable efforts to ensure that the Cutover Instance will be available at least 99.9% of the time subject to Maintenance and other Exclusions (as detailed in the table below). Availability is measured monthly and calculated as follows: **(Total - Downtime + Excluded)/total** * 100

Term	Definition
Total	means the total number of minutes during the relevant month
Downtime	means minutes during the relevant month in which the Cutover Instance is not available
Excluded	means minutes during the relevant month of any Maintenance and other Exclusions
Maintenance and other Exclusions	Any outage that results from: (a) any maintenance performed by Cutover (i) of which Customer is notified at least 24 hours in advance (up to a total of 4 hours per month); (" Scheduled Maintenance "); or (ii) as a result of Customer's maintenance request outside of the normally scheduled maintenance; and/or (b) (i) acts or omissions of Customer and/or its Users in breach of the Agreement; or (ii) failure or fault by Customer's or its Users' cloud services provider.

2.2 **Support Availability** | Premium Support offers the following support availability options:

(a) **Standard Support:** Non-urgent support is available via in-app chat and email during normal business hours (from 9am UK time until 5pm Eastern Time ("ET")) with an initial response time of 12 hours; and

Critical Support: Available via the dedicated Premium Support hotline 24 hours a day, seven days per week (24/7), 365 days per Contract Year. **To commence a Critical Support ticket, Customer must contact Cutover via the Premium Support Hotline as advised by their Technical Account Manager.**

2.3 **Technical Account Manager** | Customer will be assigned a Technical Account Engineer (on a non-exclusive basis) for the provision of Critical Support.

- 2.4 **Status Portal** | Up to ten (10) of Customer's Users shall have access to Cutover's Ticketing and Support Status Portal via Intercom (which must be approved as an Approved Sub-Processor). Customer is responsible for nominating the allocation of such Users, including managing any replacements from time to time.
- 2.5 **Key Event Support** | Key event planning and support for major events is available on written request by email to Customer's Customer Success Manager provided at least **ten (10) business days'** advance notice is provided.
- 2.6 **Severity Levels, Response & Resolution Times**

Problem Severity Level Definition	Initial Response Time	Resolution Time
Level 1: The Cutover Instance is unavailable	15 minutes	Resolution within 4 hours; plan for permanent fix within 24 hours.
Level 2: The Cutover Instance is available, but a key function is unavailable, and a reasonable workaround is not available.	15 minutes	Resolution within 24 hours; plan for permanent fix within 48 hours.
Level 3: The Cutover Instance is available, but a key feature is unavailable, and a reasonable workaround is available.	15 minutes (Premium Support Hotline*)	N/A

* Level 3 – Initial Response Time of 15 minutes for issues reported via the support hotline via telephone during normal business hours (9am UK until 5pm ET). See Cutover Help Centre for support hotline details.

- 2.7 **Initial Response Times** | Cutover will use commercially reasonable endeavours to respond to each ticket within the applicable Response Time described in the table above, depending on the Problem Severity Level of the ticket.
- 2.8 **Customer Cooperation** | Cutover must be able to reproduce errors in order to assess and resolve them. Customer shall cooperate and work closely with Cutover to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. Resolution Times and Service Credits shall not apply to errors that Cutover is not able to reproduce when acting reasonably and in good faith.

3. PREMIUM SUPPORT SERVICE CREDITS

- 3.1 **Service Credits – SLA (Uptime)** | Service Credits apply where Cutover fails to meet the Services Availability (Uptime) stated in part 2 of these Premium Support Terms. At the end of each Contract Year, Cutover shall apply such Service Credits in discharge (in whole or part) of any future Subscription Fees that becomes due or payable to Cutover. If no further Subscription Fees apply, Cutover shall pay to the Customer an amount equal to the Service Credit due promptly following the end of the Contract Year to which it applies and provide reasonable evidence supporting the calculation of the Service Credit amount. Any Service Credit payable under this SLA shall be the Customer's sole and exclusive remedy for Cutover's failure to meet the Services Availability.

Services Availability	Service Credit – SLA (Uptime)
98.99% - 97.00%	An amount equal to 5% of the current annual Subscription Fee paid by Customer divided by 12
< 97.00%	An amount equal to 10% of the current annual Subscription Fee paid by Customer divided by 12

- 3.2 **Service Credits – Resolution Times** | Subject to Paragraph 2.8 (Customer Cooperation), if Cutover fails to meet the Resolution Time for a given incident according to its Problem Severity Level (as stated in Paragraph 2.6 above),

Customer may be entitled to Service Credits as set out in the following table. Service Credits are not automatically calculated or applied. If Customer believes it is entitled to a Service Credit, it may notify Cutover at contract.notices@cutover.com. Cutover will review the request and, acting reasonably, decide whether a Service Credit is due. If due, the Service Credit will either: (i) be applied against any future Subscription Fees due to Cutover, or (ii) if no future Subscription Fees are due, refunded to Customer.

Severity Level	Service Credit – Resolution Times
Level 1	10% of monthly Charges paid for Premium Support by Customer per day of delay (max. 5 days).
Level 2	7% of monthly Charges paid for Premium Support by Customer per day of delay (max. 10 days).

4. EXCLUSIONS

4.1 **Exclusions** | The following are excluded from the scope of the Premium Support service (collectively, “**Excluded Events**”) and Cutover shall not be responsible or liable for the same, including in relation to the SLA, Response Times, Resolution Times or Service Credits:

- (a) issues arising in connection with, or from support requests for, software that has been created or modified by a party other than Cutover;
- (b) issues arising in connection with, or from support requests for, computing or networking systems, hardware, equipment or programs not provided by Cutover;
- (c) failure of, or issues arising from or in connection with, Customer’s or its Affiliates’ internet connectivity;
- (d) issues arising in connection with, or from support requests for, custom integration scripts;
- (e) issues arising from or in connection with Customer’s breach of the Agreement, or Customer’s Users or other representatives’ negligent or intentional misuse of the Services;
- (f) factors outside of Cutover’s reasonable control (i.e. Force Majeure events as defined in the Agreement); or
- (g) any non-production environments purchased by or supplied to Customer.