SUPPORT AND MAINTENANCE POLICY

Visibility HR, LLC · Effective January 1, 2027

This Support and Maintenance Policy is part of the Subscription Agreement between Client and Visibility HR, LLC ("Visibility") or, for a Client on an earlier license agreement, that license agreement (in either case, the "Agreement"). Capitalized terms not defined here have the meanings given in the Agreement.

1. DEFINITIONS

1.1 **"Contact Persons"** means up to three (3) individuals designated by Client who coordinate all support requests to Visibility.

1.2 **"Documentation"** has the meaning given in the Agreement.

1.3 **"Error"** means a reproducible defect in the Software that causes the Software not to operate substantially in accordance with the Documentation.

1.4 **"Software"** means the Visibility software provided to Client under the Agreement, and any modified, updated, or enhanced versions of it, including all modifications, bug fixes, updates, upgrades, and other maintenance releases provided under the Agreement or this Policy.

1.5 **"Support Period"** means the period during which Client is entitled to receive support: the Subscription Period under the Agreement or, for a Client on an earlier license agreement, the twelve (12) month period beginning on the date Visibility receives payment of the applicable support fees.

1.6 **"Support"** means the ongoing support services Visibility provides under this Policy.

1.7 **"Update"** means a new version of the Software that contains patches, bug fixes, error corrections, minor enhancements, and other maintenance releases, but not major enhancements or significant new functionality. Updates may be designated by a change in the version number to the right of the decimal (for example, version 2.1 to version 2.2).

2. SERVICES PROVIDED

2.1 **Support Portal Access.** Visibility provides access to a support portal for searching the knowledge base and logging cases to be handled by the support staff.

2.2 Email and Telephone Support. Email support is available through productsupport@visibilityhr.com (messages to productsupport@visibilitysoftware.com continue to reach the same team). Telephone support is available to the Contact Persons from 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding holidays. Speed of support depends on current call volume, and Contact Persons may need to remain on hold or leave a message before connecting with support staff.

2.3 **Support Limitations.** Support is limited to: (1) clarification of functions and features of the Software; (2) clarification of the Documentation; (3) assistance in identifying and verifying the causes of suspected Errors; and (4) advice on bypassing identified Errors, if reasonably possible. Support expressly excludes training, repairs to data files, renaming of databases or servers, disaster recovery services, wiring diagnostics, support related to network problems, security settings, and changes to operating environments.

2.4 **Response Time.** After Client notifies Visibility of an issue, Error, or question, Visibility will initially respond within the time periods below and will then use commercially reasonable efforts to resolve the Error or respond to the request.

Priority	Definition	Initial response and updates
Something is preventing system usage	The Software fails to function and crashes for all users.	Initial response to the designated Contact Person within 4 hours of case submission (during business hours). Updates daily on progress.
System error	The Software is operable but fails to operate in a material manner, or has substandard or erratic performance.	Initial response within 1 business day of case submission. Updates every other business day on progress.
How do I?	Assistance with the Software. Support excludes training; if a question is training, a consulting or training quote will be provided.	Initial response within 1 business day of case submission. Updates weekly on progress.
Non-usage or account updates	Updates to account information and other non-usage questions.	Initial response within 2 business days of case submission. Updates as needed.
Enhancement	Requests for new features or functionality, reviewed by product management and included in future releases if broadly applicable to Visibility's clients.	Logged and submitted to product management. The Contact Person is updated when the request is accepted or declined.

2.4A **Escalation.** Cases are handled by Visibility's Client Success Representative. If a case is not progressing to Client's satisfaction, the Contact Person may escalate it to Visibility's Chief Operating Officer and then to its Chief Executive Officer.

2.5 **Exceptions.** Visibility has no obligation to fix any Error arising out of or related to: (1) modification or combination of the Software, in whole or in part, by Client or any third party not in accordance with the Documentation; (2) use of the Software in an environment not described in the Documentation or in a location with adverse environmental factors; (3) accident; physical, electrical, or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning, or humidity control; or failure of media not furnished by Visibility; (4) excessive heating, fire, or smoke damage; (5) operation of the Software with other media, hardware, software, or telecommunication interfaces not meeting or not maintained in accordance with the manufacturers' specifications; or (6) other than ordinary use, including integrations or database changes. If Client wants Visibility to correct an Error due to any of these causes and Visibility agrees, Client shall pay for the work at Visibility's then-current time and materials rates.

2.6 **Hosting.** Where Visibility hosts the Software, hosting includes: all required hardware and software; email SMTP service; SSL certificate; routine backup of the data; applying updates needed based on open cases; applying updates for major versions; posting updated files or making adjustments to the careers website pages (excluding building new web pages or custom programming); activating the Alerts feature, which monitors data and sends automatic email notifications based on triggers set up by Client's administrator; and, for the Recruiting module, activating the job notification feature, which alerts applicants who have set up job alerts when matching jobs open, and the Indeed feature, which sends open jobs to Indeed for posting.

2.7 **Upon Request.** On request, Visibility will establish integrations through its standard Web API with supported human resources systems (for example, Sage HRMS), including hiring employees into the HR system and pulling terminations and codes from it, and integration with Sage ESS. Requirements

are described in the Documentation. Integration with Sage ESS requires that product to be accessible outside Client's network, and the link must be changed after any move of the system.

2.8 **Specific Client Duties.** Client shall: maintain an active support plan for any hosted Software; apply Visibility-supplied credentials to its DNS for the email addresses used by the Software, so that messages are verified as coming from the platform; if needed, allow-list any required SMTP server addresses; and designate one employee as the Primary Contact and notify Visibility of that person, who Visibility will work with on the services described here. Client may request at any time that its database be moved to a Client server; if so, Client shall match the environment established on Visibility's servers, which generally relates to the installed version of SQL Server but may require additional infrastructure before the data can be transferred.

2.9 Relationship to Talent Lifecycle Support. Where Client's Order Form includes Talent Lifecycle Support, Support under this Policy applies at every Talent Lifecycle Support service level described in Schedule 1 to the Subscription Agreement and is separate from it. Support keeps the Software running; Talent Lifecycle Support improves how Client uses it.

3. UPDATES

Visibility will provide Updates to the Software when developed for general release. Visibility will continue to support the immediately preceding version of the Software for twelve (12) months after a new version is released.

4. CLIENT RESPONSIBILITIES

4.1 **Supervision and Management.** Client is responsible for the proper use of the Software, including (1) proper configuration and operating methods, and (2) following industry standard procedures for data security, accuracy of input and output, and backup plans, including restart and recovery in the event of hardware or software error or malfunction, for any systems under Client's control.

4.2 **Training.** Client is responsible for properly training its personnel in the operation and use of the Software.

4.3 **New Contact Persons.** Client shall notify Visibility if it wishes to change its Contact Persons.

4.4 **Access to Personnel and Equipment.** Client shall give Visibility access to its personnel and equipment as reasonably needed for Support, including the ability to remotely access the Software with the same access as Client's most privileged users. Visibility will describe the available remote access methods and any software needed, and Client is responsible for the cost and use of that equipment.

5. GENERAL PROVISIONS

5.1 **Notices.** Notices under this Policy are given as provided in the Agreement.

5.2 **Force Majeure.** Visibility is not liable for any failure or delay in performing its obligations under this Policy due to strikes, shortages, riots, insurrection, fire, flood, storm, explosion, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, material shortages, or any other cause beyond its reasonable control.

5.3 **Assignment.** Assignment of rights under this Policy is governed by the assignment provisions of the Agreement.

5.4 **Waivers.** A waiver of, or failure to enforce, any provision of this Policy on one occasion is not a waiver of any other provision or of that provision on any other occasion.

5.5 **Severability.** If a court of competent jurisdiction holds any provision of this Policy unenforceable, that provision will be interpreted to accomplish its objectives to the greatest extent possible under applicable law, and the remaining provisions remain in full force and effect.