

ENCODE A/S**SUCCESS PLAN****(Revision 04 September 2020)**

This Encode Software as a Service (“SaaS”) Success Plan applies to the support provided by Encode as part of the SaaS offering acquired by Customer under Customer’s Order Form. SaaS Success Plan is subject to the terms and conditions of the Order Form, including the Encode Software as a Service Master Agreement. The SaaS services policies referenced in Customer’s Order Form may further describe the support provided by Encode specific to the SaaS offering acquired by Customer under Customer’s order. SaaS Success Plan does not include services for any Encode service offering that is not expressly provided by Encode as part of the SaaS offering under Customer’s Order Form. Customer may not obtain support for the SaaS offering via any other Encode support service offering. This Success Plan Policy is subject to change at Encode's discretion; however, Encode policy changes will not result in a material reduction in the level of SaaS support provided during the period for which fees for the applicable SaaS offering have been paid.

TERMS**1. INTERPRETATION**

1.1 The definitions and rules of interpretation in this clause apply in this policy.

“24/7 Support Hours”: Evening, weekend and holidays support is an enhanced service, providing support outside of Standard Support Hours, including evenings, weekends and Danish national holidays.

This service is available for Clients with “Elite” subscription only.

The evening, weekend and holidays support only covers Priority 1 and 2 technical support requests and is available every day of the year.

“API”: This means the application programming interfaces developed and enabled by Encode A/S that permits the Customer to access certain functionality provided by the Service. API includes without limitation, the REST API that allows the interaction with the Service automatically through HTTP requests and the application development API for the integration of the Service with other web applications.

“Available Functionality” means the functionality which is generally available and provided by Encode as part of the Service as described in the applicable Documentation for the Service.

“Currently Supported Versions” means two major versions are supported – the latest major production release and the immediately preceding major production release.

“Designated Contacts” are Users Customer identifies as primary liaisons between Customer and Encode for technical support. Customer shall identify and maintain at least one (1) Designated Contact

“Non-Production”: This means a test, sandbox, staging, or development Service environment where untested changes are performed outside of a Production environment.

“Production”: This means the “live” Service environment where the Available Functionality processes data on a real-time basis.

“Service”: This means the provision by Encode, of an online, web-based version of the Available Functionality for access to and usage by you via designated Production and Non-Production website(s) and the associated offline components and desktop utilities, all as described in the applicable User Guide.

“Standard Support Hours”: This policy is valid within ordinary working days from Monday to Friday. The standard Encode support subscription does not cover support on weekends and days within the official holidays in Denmark. Support hours under the standard support subscription is from 08:30 – 16:30 local time in CET and GMT time zones on weekdays. For technical support of Priority 1 and 2 Critical requests outside of Standard Support Hours, Customer shall require an active 24/7 support “Elite” subscription.

“Support Request”: For the purposes of this Policy, a Support Request is generally defined as a request related to the operation of the system, including (but not limited to) the system's functionality, preferences, appearance etc. Reporting of errors (“Bugs”) in the system is not registered as support. Encode determines whether or not the problem Customer is dealing with is a bug or not.

“User Guide”: This means the online and offline user manuals for the Service and for the Available Functionality.

2. SCOPE

- 2.1 If purchased, a Standard Success Plan, Premier Success Plan or Elite Success Plan will be provided to Customer's Users in accordance with this description. Users can submit cases over the Web, e-mail or by telephone as outlined in Section 5.2. Encode will use commercially reasonable efforts to respond to each case promptly and will use commercially reasonable efforts to resolve each case promptly. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in Encode’s reasonable determination.
- 2.2 Standard Success, Premier Success or Elite Success may not be purchased for a subset of subscriptions to included products for any given Customer. When purchased, Standard Success, Premier Success or Elite Success must be purchased for all such subscriptions to included products in any given Customer. Therefore, Customer may incur additional Standard Success, Premier Success or Elite Success Plan charges as new subscriptions for included products are added to a Customer.
- 2.3 Cooperation. If after reasonable commercial efforts Customer is unable to diagnose or resolve problems or issues of the SaaS program, Customer may contact Encode for Support Services. Encode must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with Encode to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to Customer's approval on a case-by-case basis, Users may be asked to provide remote access to their Encode application and/or desktop system for troubleshooting purposes.

2.4 Support Services consist of technical support, application support and Customer-specific technical change requests that are not covered by Encode's standard Software as a Service specification.

- a) Support services provided by Encode under the scope of this policy will be limited to the Encode software services and covers only issues relating to the currently supported versions. These services are provided on a best-effort basis. If it is determined to be a non-subscription support issue such as client hardware, client application, client network or client operating system issue, the Customer agrees to pay for the time spent identifying the issue.
- b) On-site services and problems resulting from misuse or causes beyond Encode's control are not covered by Encode support. If on-site services are requested by Customer and performed by Encode, the Customer agrees that the services provided will be at the then-prevailing rates and travel expenses signed by the Client on their Order Form or on a time and materials basis, if no such schedule is in place between the Parties.
- c) Support is provided by telephone, web-based tickets or email and made available during standard support hours. This excludes the normal Denmark Public Holidays, except for Elite subscriptions.
- d) The Support Service gives the Customer support during Support Hours as well as access to application support analysts, who are specialised in the configuration of the Encode software service. All Support Services are available during the hours specified in clause 1.1 "Support hours" and will relate to technical and configuration queries only. The Support team conducts the following support:
 - A diagnosis of problems or issues with the SaaS program, and reasonable commercial efforts to resolve reported and verifiable errors in the SaaS program so that the SaaS program performs in all material respects as described in the associated program documentation.
 - Help the Customer with questions relating to the Encode software service.
 - Help the Customer Site Administrator with site configuration questions related to the available functionality with the User Guide.
- e) Support does not cover any other work, including projects where Encode works under contract with the customer to address specific issues such as site configuration. Please note that configuration of sites is covered by the Professional Services subscription if acquired by Customer under Customer's Order Form or by a specific Statement of Work ("SoW").
- f) Development projects are not covered by the support service, and for such requests, the Customer shall require a valid Professional Services Subscription Fee, SoW, Voucher or Pay As You Go arrangement to be in place.
- g) All bugs and errors are to be reported to Encode's Helpdesk Team. However, it is Encode who determines whether or not the issue the Customer is dealing with, is caused by a bug or another type of software error. Support related to bug fixes will not be deducted from the hours available under the Customer's Support service agreement.

- 2.5 24/7 Support Service relates to Priority 1 and 2 technical support requests only, where the Customer is unable to use the Encode software service correctly in Production.

3. PRIORITIES AND RESPONSE TIMES

This section describes the priority levels and response times for Customer's Support Requests.

Encode A/S is using the following guidelines in prioritising all Support Requests:

Priority Level		Description
1	Urgent	Critical production issue affecting all Users, including system unavailability and data integrity issues with no workaround available.
2	High	Major functionality is impacted, or performance is significantly degraded. The issue is persistent and affects many Users and/or major functionality. No reasonable workaround is available. Also includes time-sensitive requests such as requests for feature activation or a data export.
3	Normal	System performance issue or bug affecting some but not all Users. Short-term workaround is available, but not scalable.
4	Low	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.

Every inquiry received via telephone or Help Desk Ticket will be marked as of Normal priority in the Help Desk system. Our Support Team will as soon as the inquiry is received analyse the problem in question and determine its priority.

The severity of the problem and the service levels of the success plan that you purchased, determine the speed of our response. Encode will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below, depending on the priority level set on the case.

Priority	Standard	Premier	Elite
Urgent (P1)	2 hours	1 hour	15 Minutes
High (P2)	8 hours	4 hours	30 Minutes
Normal (P3)	3 working days	1 working day	60 Minutes

Low (P4)	3 working days	1 working day	4 Hours
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If the problem cannot be solved via phone or email, our Support Team will take the necessary steps to ensure that the problem gets fixed, including, if necessary problem diagnosis on the Customer environment, setting up a testing environment that involves setting up a replica of the Customer’s environment, developing error patches, installation of error patches on the Customer’s testing and production environment.

Encode will use commercially reasonable efforts to resolve each case within the applicable response time described in the table below, depending on the severity level set on the case.

Success Plan	1 - Urgent	2 - High	3 - Normal	4 - Low
Standard	1 working day	5 working days	Next release	Next release
Premier	1 working day	2 working days	Next release	Next release
Elite	4 hours	8 hours	Next release	Next release

If the debugging requires an installation of code patches in cases marked as priority 3 or 4, the Encode team will usually choose to wait with the installation until the regular updates (depending on the Encode release plan).

In cases marked as priority 1 (urgent) and priority 2 (high), Encode will together with the Customer assess the risk and decide whether or not an emergency service pack release is required. Until the problem is solved, the Customer will periodically receive emails with status updates.

4. **TIME CONSUMPTION**

4.1 Case registration

When our Support Team receives an inquiry via phone, a ticket will be created in our Help Desk System. This ticket will be a common reference to the case throughout the process. The Customer will receive a ticket number so he/she can monitor and track the ticket.

For business-critical requests, Encode will always provide the Customer with:

- A proposal solution
- Anticipated timing for resolution

4.2 Hours contained

For non-subscription success, the Customer has the right to Support, a number of hours per month for answering all inquiries regarding the system usage. The included number of hours is agreed upon in the Order Form signed by the Client and is reflected in the monthly subscription charged.

Our Support Team will register the time spent. The lowest time value registered will be 30 minutes.

Time registration will be done reasonably and assessed by the Encode employee in relation to the total amount of work spent throughout the day.

If the Customer substantially exceeds the agreed hour per month, Encode has the right to re-evaluate the Support Subscription accordingly for future months. However, Encode will not make any changes in the subscription unilaterally but will propose a renegotiation of the subscription with the Customer.

For subscription success packages, a fair usage policy will apply for the number of tickets handled.

4.3 Monthly statement

For non-subscription packages, at the beginning of every month, the Customer will receive a detailed specification, providing details on the previous month's support consumption and current account balance.

5. GENERAL

5.1 Hours of support and service

This policy is valid within Standard Support Hours as defined above. Depending on the subscription acquired by the Customer under the Order Form, After Hours Support and Evening, Weekend and Danish Holiday Support will be available as specified in section 1.1 (24/7 Support Hours).

5.2 Methods of contact

Our Support Team can be contacted through our web-based helpdesk at <https://helpdesk.encode.dk/>, email at helpdesk@encode.dk or phone +45 70225535.

If the Customer has subscribed to a 24/7 Support Service, then the Encode 24/7 Support Team shall be contacted through +45 70225534.

5.3 Responsibilities of those making a request

When contacting our Help Desk, the Customer should do so through the methods described in section 5.2 (Methods of Contact).

On contacting the Help Desk, the Customer shall provide the following information:

- Complete contact information (first and last name, company name, email and phone number)
- A clear and specific description of the problem or request, including information regarding how to reproduce, any error messages you may have received and screenshots/videos visualising the problem.
- Browser version used
- Operating system used

6. **EXCLUDED ITEMS**

Neither the Standard Success Plan nor the Premier Success Plan nor the Elite Success Plan includes:

- Assistance with Encode password resets. For password resets, Users should click the “Forgot your password?” link on the login page or contact their system administrator;
- Assistance with non-Encode products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems;
- Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers.