GENERAL TERMS AND CONDITIONS FOR ONPROCESS AGORA™ SUBSCRIBED SERVICES

These General Terms and Conditions for OnProcess Agora™ Subscribed Services ("**GTC**") set forth the terms and conditions pursuant to which OnProcess provides Subscribed Services to Client as specified in the applicable SOW.

The Parties agree that the terms and conditions set forth in each applicable SOW are incorporated by reference into this GTC, provided that in case of conflict between the terms and conditions of the SOW and/or the Agreement and the terms and conditions of this GTC, the terms and conditions of this GTC will prevail.

1 Definitions; Relevant Documents

1.1. In addition to such other terms as defined herein, in the SOW or in the Agreement, the definitions set out in the Definitions Schedule shall apply to this GTC.

2 Usage Rights and Restrictions

2.1. OnProcess grants to Client a non-exclusive, non-transferable and worldwide right to use the Subscribed Service (including its implementation and configuration), OnProcess Materials and Documentation solely for Client's and its Affiliates' internal business operations. Client may permit Authorized Users to use the Subscribed Service.

2.2. Client will:
   (a) be responsible for Authorized Users' compliance with the Agreement, this GTC, and the Documentation;
   (b) be responsible for the interoperation of any Non-OnProcess Applications with which Client uses the Subscribed Service (unless such integrations were provided by OnProcess);
   (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscribed Service and notify OnProcess promptly of any such unauthorized access or use; and
   (d) use the Subscribed Service only in accordance with this GTC, the Documentation, and applicable laws and regulations.

2.3. Client will not:
   (a) make the Subscribed Service available to anyone other than Client or Authorized Users, or use the Subscribed Service for the benefit of anyone other than Client or its Affiliates, unless expressly stated otherwise in the applicable SOW or the Documentation;
   (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Subscribed Service;
   (c) use the Subscribed Service or Non-OnProcess Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
   (d) use the Subscribed Service or Non-OnProcess Application to store or transmit Malicious Code;
   (e) interfere with or disrupt the integrity or performance of any Subscribed Service or third-party data contained therein;
   (f) attempt to gain unauthorized access to any Subscribed Service or its related systems or networks;
   (g) use or permit direct or indirect access to or use of any Subscribed Service to access or use any of OnProcess intellectual property except as permitted under the Agreement, the applicable SOW, or the Documentation;
   (h) modify, copy, or create derivative works based on a Subscribed Service or any part, feature, function or user interface thereof;
   (i) frame or mirror any part of the Subscribed Service, other than framing on Client's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation;
   (j) disassemble, reverse engineer, or decompile a Subscribed Service or access it to: (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of the Subscribed Service, (iii) copy any ideas, features, functions or graphics of the Subscribed Service, or (iv) determine whether the Subscribed Service is within the scope of any patent.
   (k) use the Subscribed Service in a manner that, in OnProcess' reasonable judgment, involves, facilitates or attempts any of the following:
      (i) violating any law of, or committing conduct that is tortuous or unlawful in, any applicable jurisdiction;
      (ii) displaying, performing, sending, receiving or storing any content that is obscene, pornographic, lewd, lascivious, or excessively violent, regardless of whether the material or its dissemination is unlawful;
      (iii) advocating or encouraging violence against any government, organization, group, individual or property, or providing instruction, information, or assistance in causing or carrying out such violence, regardless of whether such activity is unlawful;

(iv)   accessing, sending, receiving, displaying, performing, disclosing, storing, or executing any content A) in violation of any copyright, right of publicity, patent, trademark, service mark, trade name, trade secret or other intellectual property right, B) in violation of any applicable agreement, or C) without authorization;

(v)   deleting or altering author attributions, copyright notices, or trademark notices, unless expressly permitted in writing by the owner;

(vi)   obtaining unauthorized access to any system, network, service, or account;

(vii)   interfering with service to any user, site, account, system, or network by use of any program, script, command, or otherwise;

(viii)   introducing or activating any viruses, worms, harmful code and/or Trojan horses; or

(ix)   holding OnProcess or its affiliates up to public scorn or ridicule.

2.4. Any use of the Subscribed Service in breach of the GTC by Client or Authorized Users that in OnProcess' judgment threatens the security, integrity or availability of the Subscribed Service, may result in OnProcess' immediate suspension of the Subscribed Service, however OnProcess will use commercially reasonable efforts under the circumstances to provide Client with notice and an opportunity to remedy such violation or threat prior to any such suspension.

2.5. The Subscribed Service may include integrations with web services made available by third parties (other than OnProcess or its Affiliates) that are processed through the Subscribed Service and subject to terms and conditions with those third parties. These third-party web services are not part of the Subscribed Service, and the GTC does not apply to them.

2.6. Authorized Users may access certain Subscribed Services through mobile applications obtained from third-party websites. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the GTC.

2.7. If Client received notice that content or a Non-OnProcess Application must be removed, modified and/or disabled to avoid violating applicable law and/or third-party rights or the provisions hereof, Client will promptly do so. If Client does not take required action in accordance with the above or in OnProcess's judgment continued violation is likely to reoccur, OnProcess may disable the Subscribed Service and/or Non-OnProcess Application. If requested by OnProcess, Client shall confirm such deletion or discontinuance of use in writing and OnProcess shall be authorized to provide a copy of such information to any such third-party claimant or governmental authority, as applicable. In addition, if OnProcess is required by any third-party rights holder to remove content or receives information that content provided by Client may violate applicable law or third-party rights, OnProcess may discontinue Client's access to content through the Subscribed Service.

3   Support and Availability

3.1. OnProcess shall use commercially reasonable efforts to make the Subscribed Services available 98.5% of the time, excluding:

(a)   planned downtime; and

(b)   unscheduled downtime caused by (i) Force Majeure; (ii) circumstances entitling OnProcess to suspend access to the Subscribed Services under clause 2.4; (iii) Client's failure to use the Subscribed Services in accordance with the Documentation (iv) applications, customizations, integrations or configurations developed for or by Client that are running on or interacting with the Subscribed Service.

3.2. Support Services as detailed in the Support Services Schedule attached hereto as Appendix 1, shall be available for each Subscribed Service to Client for the duration of the respective Subscription Term.

3.3. OnProcess will use commercially reasonable efforts to notify Client in advance of scheduled maintenance, but Client acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.

3.4. OnProcess will maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client Data. The parties shall enter into a separate Data Processing Schedule ("**DPA**") which is or will be incorporated by reference and shall apply to the extent Client Data includes personal data, as defined in the DPA.

4   Changes to Services and Terms

4.1. OnProcess may at its absolute discretion make, and notify Client of updated versions of the documents referred to in any part of this Agreement from time to time by notifying Client of such update in writing) ("**Update Notification**"). OnProcess will comply with its related obligations in the DPA.

4.2. The document(s) subject to such Update Notification shall replace the preceding version of the same document(s) for the purposes of this GTC from the date thirty (30) Business Days after Update Notification of such revised document(s) (the "**Update**") (or at such later date as OnProcess may specify).

4.3. Client acknowledges that OnProcess shall be entitled to modify the features and functionality of the Services. OnProcess shall use commercially reasonable efforts to ensure that any such modification does not materially adversely affect the use of the relevant Subscribed Service(s) by OnProcess's customers generally. OnProcess may, without limitation to the generality of this clause 4.3, establish new limits on the Services (or any part), including limiting the volume of data which may be used, stored or transmitted in connection with the Service, remove or restrict application programming interfaces or make alterations to data retention periods, provided such changes are introduced by Update to the relevant impacted contractual documents. OnProcess will comply with its related obligations in the DPA.

4.4. OnProcess or OnProcess Affiliates may create analyses utilizing, in part, Client Data and information derived from Client's use of the Subscribed Service, as set out below ("**Analyses**"). Analyses will anonymize and aggregate information and will be treated as OnProcess Materials. Unless otherwise agreed, personal data contained in Client Data is only used to provide the Subscribed Service. Analyses may be used for the following purposes:
   - (a)   product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new OnProcess products and services,
   - (b)   improving resource allocation and support,
   - (c)   internal demand planning,
   - (d)   training and developing machine learning algorithms,
   - (e)   improving product performance,
   - (f)   verification security and data integrity, and/or
   - (g)   identification of industry trends and developments, creation of indices and anonymous benchmarking.

5   Client Data

5.1. Client is responsible for the accuracy, quality and legality of Client Data, the means by which Client acquired Client Data, and Client's use of Client Data with the Subscribed Service. Client grants OnProcess (including its Affiliate and subcontractors) a non-exclusive right to process Client Data solely to provide and support the Subscribed Service.

5.2. Client will collect and maintain personal data contained in Client Data in compliance with applicable data privacy protection laws.

5.3. Client will maintain reasonable security standards for its Authorized Users' use of the Subscribed Service. Client will not conduct or authorize penetration tests of the Subscribed Service without advance written approval from OnProcess.

5.4. Access to Client Data**.**
   - (a)   During the Subscription Term, Client can access its Client Data at any time. Client may export and retrieve its Client Data in a standard format. Export and retrieval may be subject to technical limitations, in which case OnProcess and Client will find a reasonable method to allow Client to access Client Data.
   - (b)   Before the Subscription Term expires, Client may use OnProcess' self-service export tools (as available) to perform a final export of Client Data from the Subscribed Service.
   - (c)   Upon expiration of the GTC, OnProcess will delete Client Data remaining on services hosting the Subscribed Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.
   - (d)   In the event of third-party legal proceedings relating to Client Data, OnProcess will cooperate with Client and comply with applicable law (both at Client's expense) with respect to handling of Client Data.

5.5. Client agrees that Client Data will not include:
   (a) any information, or documents or technical data that are U.S. Government Classified, Controlled Unclassified Information, ITAR or EAR controlled or otherwise have been determined by the United States Government or by a foreign government to require protection against unauthorized disclosure for reasons of national security unless otherwise agreed by the parties; or
   (b) a social security number, passport number, driver's license number, or similar identifier, credit card or debit card number, employment, financial, or health information, or any other information which may be subject to specific data privacy and security laws including, but not limited to, the Gramm-Leach-Bliley Act ("**GLBA**"), the Health Insurance Portability and Accountability Act ("**HIPAA**"), the Children's Online Privacy Protection Act ("**COPPA**"), categories of data enumerated in European Union Data Protection Regulation (EU) 2016/679 (**GDPR**), Article 9(1) or any successor legislation; protected data by the PCI Security Standards Council's Payment Card Industry Data Security Standard ("**PCI-DSS**"), or (g) any data similar to the foregoing that is protected under foreign or domestic laws or regulations, including any data which could give rise to notification obligations under data-breach notification laws, without OnProcess' prior written approval.

6 Warranties

6.1. Each party warrants:
   (a) its current and continuing compliance with all laws and regulations applicable to it in connection with:
      (i) in the case of OnProcess, the operation of OnProcess's business as it relates to the Subscribed Service, and
      (ii) in the case of Client, Client Data and Client's use of the Subscribed Service.
   (b) that no consent, approval or authorization of, or designation, declaration or filing with, any governmental authority, which has not been made or obtained by the applicable party, is required in connection with the valid execution, performance and delivery of this Agreement; and
   (c) that at all times during the Subscription Term it will have in effect all licenses, permits, and authorizations from any and all governmental agencies necessary to the performance of its obligations hereunder.

6.2. OnProcess warrants it will provide the Subscribed Service:
   (a) in substantial conformance with the Documentation; and
   (b) with the degree of skill and care reasonably expected from a skilled and experienced supplier of services substantially similar to the nature and complexity of the Subscribed Services.

6.3. Client's sole and exclusive remedy and OnProcess's entire liability for breach of the warranty under Clause 6.2 will be:
   (a) the re-performance of the deficient Subscribed Service, and
   (b) if OnProcess fails to reperform, Client may terminate its subscription for the affected Subscribed Service. Any termination must occur within three months of OnProcess's failure to reperform.

6.4. The warranties in Clause 6.2 will not apply if:
   (a) the Subscribed Service is not used in accordance with the Agreement or Documentation,
   (b) any non-conformity is caused by Client, a Non-OnProcess Application or by any product or service not provided by OnProcess, or
   (c) the Subscribed Service was a trial Service or provided for no fee.

6.5. EXCEPT AS EXPRESSLY PROVIDED IN THE GTC, NEITHER ONPROCESS NOR ITS SUBCONTRACTORS MAKE ANY REPRESENTATION OR WARRANTIES AND ONPROCESS AND ITS SUBCONTRACTORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES, TERMS, CONDITIONS OR STATEMENTS, WHICH MIGHT HAVE EFFECT BETWEEN THE PARTIES OR BE IMPLIED OR INCORPORATED INTO THE AGREEMENT OR ANY COLLATERAL CONTRACT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING THE IMPLIED CONDITIONS, WARRANTIES OR OTHER TERMS AS TO MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. FURTHER, EXCEPT AS EXPRESSLY PROVIDED IN THIS GTC, NEITHER ONPROCESS NOR ITS SUBCONTRACTORS MAKE ANY REPRESENTATIONS, WARRANTIES, TERMS, CONDITIONS OR STATEMENTS OF NON-INFRINGEMENT OR RESULTS TO BE DERIVED FROM THE USE OF OR INTEGRATION WITH ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR THAT THE OPERATION OF ANY PRODUCTS OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE.

7 Intellectual Property Rights

7.1. OnProcess, its Affiliates or licensors own all intellectual property rights in and related to the Subscribed Service, OnProcess Materials, Documentation, design contributions, related knowledge and processes, and any derivative works thereof. All rights not expressly granted to Client are reserved to OnProcess, its Affiliates and its licensors.

7.2. Client retains all rights in and related to Client Data. OnProcess may use Client provided trademarks solely to provide and support the Subscribed Service.

7.3. Client grants OnProcess, its Affiliates and applicable subcontractors a worldwide, limited-term license to host, copy, use, transmit and display any Non-OnProcess Applications and program code created by or for Client using a Subscribed Service or for use by Client with the Subscribed Service and Client Data, each as appropriate for OnProcess to provide and ensure proper operation of the Subscribed Service and associated systems in accordance with the GTC. If Client chooses to use a Non-OnProcess Application with the Subscribed Service, Client grants OnProcess permission to allow the Non-OnProcess Application and its provider to access Client Data and information about Client's usage of the Non-OnProcess Application as appropriate for the interoperation of that Non-OnProcess Application with the Subscribed Service. Subject to the limited licenses granted in this Clause, OnProcess acquires no right, title or interest from Client or its licensors hereunder in or to any Client Data, Non-OnProcess Application or such program code.

7.4. Client grants OnProcess a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free license, with a right to sub-license, to use, publish, disclose, perform, copy, make, have made, modify, create derivative works, distribute, sell, offer for sale or otherwise benefit from any input comments, or suggestions from Client regarding OnProcess's business or the Subscribed Services and/or possible creation, modification, correction, improvement or enhancement of the Subscribed Services.

7.5. Client covenants, on behalf of itself and its successors and assigns, not to assert against OnProcess, its Affiliates or licensors, any rights or any claims of any rights, in any Subscribed Service, OnProcess Materials or Documentation.

8   Third Party Claims

8.1. Subject to clauses 8.28.2 and 8.5 OnProcess shall:
   (a)   defend at its own expense any claim brought against Client by any third party alleging that Client's use of the Subscribed Services infringes any copyright, database right or registered trademark, registered design right or registered patent (an **IP Claim**); and
   (b)   pay, subject to clause 8.2, all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.

8.2. OnProcess shall have no liability or obligation under this clause 8 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from:
   (a)   any modification of the Services (or any part) without OnProcess's express written approval;
   (b)   any Non-OnProcess Applications;
   (c)   any Client Data;
   (d)   any free or trial Services (or any Support Services provided in connection with them);
   (e)   any breach of this Agreement by Client;
   (f)   installation or use of the Services (or any part) otherwise than in accordance with this GTC and the Documentation; or
   (g)   installation or use of the Services (or any part) in combination with any software, hardware or data that has not been supplied or expressly authorised by OnProcess.

8.3. In the event a claim is made or likely to be made, OnProcess may (i) procure for Client the right to continue using the Subscribed Service under the terms hereof, or (ii) replace or modify the Subscribed Service to be non-infringing without a material decrease in functionality. If these options are not reasonably available, OnProcess or Client may terminate Client's subscription to the affected Subscribed Service upon written notice to the other and Client will be entitled to a pro-rated refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination.

8.4. Client will (i) defend OnProcess against claims brought against OnProcess, OnProcess's Affiliates and subcontractors by any third-party related to Client Data and (ii) will indemnify OnProcess against all damages finally awarded against OnProcess, OnProcess's Affiliates and subcontractors (or the amount of any settlement Client enters into) with respect to these claims.

8.5. The party against whom a claim is brought shall:
   (a) promptly notify the other Party upon becoming aware of any actual or threatened claim and provide full written particulars;
   (b) make no comment or admission and take no action that may adversely affect the indemnifying party's ability to defend or settle the claim;
   (c) provide all assistance reasonably required by the indemnifying party at the indemnifying party's cost; and
   (d) give the indemnifying party sole authority to defend or settle the claim.

8.6. The provisions of this clause 8 set out Client's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.

9   Term and Termination

9.1. The Subscription Term is co-terminus with the applicable SOW.

9.2. A party may terminate the GTC:
   (a) Upon thirty (30) days' written notice of the other party's material breach unless the breach is cured during that thirty-day period;
   (b) As permitted under Clause 6.3 and 8.3 (with termination effective thirty (30) days after receipt of notice in each of these cases); or
   (c) Immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

9.3. Upon the effective date of expiration or termination of the GTC, Client's right to use the Subscribed Service and all OnProcess Confidential Information will end.

10 Export; Regulatory Matters

Client hereby warrants and represents that neither Client nor any Authorized Users are listed on the U.S. Commerce Department's Denied Persons List, Entity List, or Unverified List, the U.S. State Department's Nonproliferation Sanctions List, or the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons or the Sectoral Sanctions Identifications (SSI) List (each a "List", and collectively the "Restricted Party Lists"). Client shall not export or re-export, directly or indirectly, or provide to any other person or entity for export or re-export, or provide access to, the Subscribed Services without first complying with all U.S. and applicable foreign export control regulations, including, without limitation, obtaining any necessary export or re-export consent from the U.S. Department of Commerce or other governmental authority.

11 Feedback

If Client provides OnProcess with ideas, suggestions, improvements, documents, proposals and/or other feedback with respect to the Subscribed Service (including but not limited to problems and errors encountered in using the Subscribed Service, and ideas for enhancements of the Subscribed Service), OnProcess will be free to use such materials in any manner and for any purpose (including, without limitation, incorporation into OnProcess' products, services and advertising and marketing materials, and developing and marketing products and services) without liability or compensation to Client or restriction of any kind.

Definitions Schedule

Affiliate: of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

Authorized Users: means any individual to whom Client grants access authorization to use the Subscribed Service that is an employee, agent, contractor or representative of: (a) Client; (b) Client's Affiliates.

Confidential Information: means

(a) with respect to Client: (i) the Client Data, (ii) Client marketing and business requirements, (iii) Client implementation plans, and/or (iv) Client financial information,
(b) with respect to OnProcess: (i) the Subscribed Service, Documentation, OnProcess Materials and Analyses under Clause 4.4, and (ii) information regarding OnProcess research and development, product offerings, pricing and availability.
(c) confidential information of either OnProcess or Client also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding his disclosure.

Client Data: means any data, content, materials and information that Authorized Users enter into the production systems of a Subscribed Service or that Client derives from its use or stores in the Subscribed Service (e.g., Client reports). Client Data and its derivates will not include OnProcess's Confidential Information.

Documentation: means OnProcess' then current technical and functional documentation as well and any roles and responsibilities descriptions, if applicable, for the Subscribed Service which is made available to Client with the Subscribed Service.

Force Majeure: means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet.

Malicious Code: means code, files, scripts, agents or programs intended to do harm, including for example viruses, worms, time bombs and trojan horses.

Non-OnProcess Application: means a Web-based, mobile, offline or other software application functionality that interoperates with a Subscribed Service, that is provided by Client or a third-party.

OnProcess Materials: means any materials provided or developed by OnProcess (independently or with Client's cooperation) in the course of performance under the GTC, including in the delivery of any Support Services to Client. OnProcess Materials do not include the Client Data, Client Confidential Information, or the Subscribed Service.

Schedules: means this Definitions Schedule and other applicable Schedules.

Subscribed Service: means any distinct, subscription-based, hosted, supported and operated on-demand solution provided by OnProcess under an SOW and designated in the applicable SOW as an Agora™ Subscribed Service.

Subscription Term: means the term of a Subscribed Service subscription that is co-terminus with the applicable SOW, including all renewals.

Support Services: means the first level support services provided to the Client as detailed in the Support Services Schedule.

APPENDIX 1
to
GENERAL TERMS AND CONDITIONS FOR AGORA™ SUBSCRIBED SERVICES

SUPPORT SERVICES SCHEDULE

Support Services

1 During the Subscription Term, OnProcess will provide Support Services for the Subscribed Services for incidents reported by Client (as defined below) ("**Incidents**"). Client shall designate one (1) primary contact ("**Client Contact**") for the purpose of reporting incidents. Client shall be responsible for providing first line internal support to Authorized Users of the Subscribed Services. Only Client Contact is authorized to report incidents with the Subscribed Services. OnProcess shall provide English-speaking remote assistance to Client for questions or issues arising from any Incidents.

The parties hereby agree to the following severity classifications for all Incidents:

Table 1 – Severity Level Definitions	
Severity Level	**Definition**
P1 – Critical	An error that renders the Subscribed Service(s) to be completely inoperable or makes Client's use of the Subscribed Service(s) impossible.
P2 – High	An incident which causes the performance or functionality of a Subscribed Service to be significantly degraded.
P3 - Standard	An incident which does not materially affect the performance or functionality of a Subscribed Service or for which a work around is/can be found or which Client can still access and use some functionality of the Subscribed Service.
P4 – Low	Client's service requests such as request for information, assistance or service extension.

2 Client Contacts may obtain OnProcess Support by (i) contacting the OnProcess Engagement Manager / Account Manager or (ii) via email at agorasupport@onprocess.com:

2.1. Severity 1 issues – 24 hours per day, 365 days of the year
2.2. Severity 2, Severity 3, Severity 4 issues- during OnProcess's Normal Business Hours (8AM – 5PM local time in Client's primary location).

3 All Support Tickets shall (i) designate the Severity level in accordance with the Table 1 above; (ii) identify the Subscribed Service that experienced the Incident; (iii) include information sufficiently detailed to allow OnProcess Support to attempt to duplicate the Incident (including any relevant error messages); and (iv) provide contact information for Client Contact most familiar with the issue.

4 Upon receipt of the Support Ticket, OnProcess will attempt to determine the Incident and assign the applicable severity level based on the descriptions in Table 1. OnProcess will use commercially reasonable efforts to meet the Initial Response Time Target for the applicable severity level. The timer on an Incident begins when OnProcess receives a Support Ticket during Normal Business Hours (for severities 2-4) for the Incident as evidenced by OnProcess's system(s) of record.

5   If Client Contact that submitted the Support Ticket is unresponsive or unreachable, OnProcess may downgrade the severity level by one level.

Table 3 – Service Level Response Times		
Severity	**Initial Response Time Target**	**OnProcess Support Availability**
P1 – Critical	Within 15 mins	24 x 7
P2 – High	Within 30 mins	8 x 5 Requesters local time
P3 – Standard	Within 1 hour during Normal Business Hour	8 x 5 Requesters local time
P4 - Low	Within 4 hours during Normal Business Hours	8 x 5 Requesters local time

6   Support of excluded applications

The following are not included in the Support Services and shall unless agreed otherwise in writing with OnProcess remain Client's responsibility:

6.1.   Rectification of lost or corrupted data arising for any reason other than OnProcess' own negligence;

6.2.   Diagnosis and/or rectification of problems not associated or not caused by the Subscribed Service; or Services attributable to correction of errors or creation of additional functionality;

6.3.   Failure of Client to properly follow procedures correctly set forth in the Documentation for the Subscribed Service, or misuse of the Subscribed Service by Client.