

STANDARD PaaS SUPPORT & MAINTENANCE PLAN

1 OPERATIVE PROVISIONS

- 1.1** The terms of this Standard Platform Support and Maintenance Plan have been selected by the Recipient, or the Partner for an End-Recipient ("Recipient"), as applicable, in the relevant Order Form. These terms form part of and are incorporated to the Platform as a Service ("PaaS") Master Services Agreement, Master Partner Agreement, and/or End-Recipient Licence Agreement and the relevant Order Form (as applicable) ("Agreement"). The Standard Platform Support and Maintenance Services consists of operational assistance and support provided by ReadNow in its commercially reasonable judgement, in order that the Software provided under the relevant Agreement may operate satisfactorily, and in accordance with the Documentation.
- 1.2** ReadNow will provide support if the Recipient is compliant with the terms and conditions of the Agreement including the payment of any Fees.
- 1.3** ReadNow may make changes to the PaaS S&M Services from time to time to reflect any changes or improvements in its operating procedures and/or PaaS S&M Services.

2 ReadNow Support Portal

- (a) ReadNow will maintain a support tracking tool. The support tracking tool will document, manage and track calls or logged requests for services from the Recipient from the time that a telephone call for support is received from the Recipient or logged in to the ReadNow Support Portal.
- (b) Support will be in the form of telephone support and, as required, remote support via remote access.

3 Definitions

- 3.1** The Parties agree that the definitions below are supplementary to the definitions and should be read in conjunction with the definitions set out in the Agreement as applicable unless otherwise defined in the relevant Order:

Application is as defined in the Agreement.

Business Hours means 9am to 5pm (AEST) - Monday to Friday, excluding public holidays and bank holidays.

Capacities means items used to define limits or restrictions on certain elements within the Software including but not limited to file and data storage, number of records, number of workflows processes, usage limits, bandwidths limits, service request time, or other such variables as defined by ReadNow or outlined in Documentation for the Tenant or Non-Production Tenant.

Concurrent Users means the maximum number of Users that may concurrently use the Software for the allocated User type licences (as purchased in an Order).

Delay Event means where ReadNow is, or will be delayed in addressing a Severity Level response time or other agreed date as defined in clause 4.5.

Designated Representatives means the Personnel nominated by the Recipient who has completed administration training by ReadNow and who are responsible for:

- (a) overseeing the Recipient's ticket activity;
- (b) developing and deploying troubleshooting processes within the Recipient's organisation; and
- (c) resolving password reset, username, lockout issues and other similar first line support for the Recipient's Personnel.

Documentation means terms of use, specifications, Capacities, any training manuals, user manuals, operating manuals, technical manuals, reports or other documentation specified and guidelines supplied with the Software and subsequent releases and upgrades, and such documentation as updated from time to time.

Error means any reported malfunction, error or other defect in the Software that can be reproduced by ReadNow and constitutes a non-conformity from the Software Product Documentation.

Excluded Downtime means any time that the Software was unavailable caused by third party providers, or unavailability lasting less than fifteen minutes, or unavailability due to Planned Maintenance services, a Delay Event or a Force Majeure event.

Feature Request means a request regarding a new feature, idea improvement and enhancement identified to extend or enhance the Software capability.

Fees has the meaning set out in the Agreement.

Force Majeure Event is as defined in the Agreement.

Non-Production Tenant has the meaning set out in the Agreement.

Objects has the meaning set out in the PaaS MSA.

Order means the documents, work orders, order forms, statement of works, and any related terms and conditions, used for placing Orders that are executed between Recipient and ReadNow from time to time which sets out the Recipient's purchases.

Out of the Box Version means the version of the Software, as provided by ReadNow at the time of purchase and provisioned for the Recipient's use on day 1 of the Term.

PaaS S&M Standard Support Plan means the standard Platform Support and Maintenance services offered by ReadNow as detailed in clause 6.1 and purchased by the Recipient in an Order.

PaaS S&M Support Services means the Platform Support and Maintenance plan, as purchased by the Recipient in an Order.

Performance Pack means the allocation of the User package (type of Users, type of applications purchased) together with the corresponding allocation of Capacities, file and data storage allocation, number of records, App Objects, number of workflows, usage limits, bandwidths limits, service request time, or other such variables as defined by ReadNow in the Documentation.

Personnel has the meaning set out in the PaaS MSA.

Planned Maintenance means the periods of downtime to perform maintenance on the Software and/or the ReadNow Platform. Such maintenance may include but is not limited to new releases, improvements, patches, repair, upgrades, or related maintenance to a network, or internet service provider failures or delays, or denial of service attacks or hardware or the maintenance requirements of an interconnected supplier who is required to undertake such work relevant to the provision of the Software or the ReadNow Platform.

Pre-Paid Blocks for Application Product Support means access to ReadNow Support in Pre-Paid Blocks for ad-hoc, remote support.

ReadNow Platform has the meaning set out in the PaaS MSA.

ReadNow Support Portal means ReadNow support web interface to log and manage support related tickets and activities.

Severity Level has the corresponding meaning set out in the Recipient's selected PaaS S&M Services plan as defined in clause 6.

Service Request means a ticket that has been logged or opened by, or on behalf of the Recipient to address an issue including faults, bugs, defects or Errors but which does not include items excluded from PaaS S&M Services as set out at clause 9.

Software means the ReadNow Platform, on which the Recipient has purchased Applications, App Objects, number of Users as listed in the relevant Order and provisioned on the ReadNow Platform on day 1 of the relevant Term, excluding Non-ReadNow Applications and Third-Party Content.

Tenant as defined in the Agreement.

User has the definition set out in the Agreement.

Workaround means to initiate an approach to address the Error or defect, providing either an alternative approach to achieve the desired outcome or temporary relief to the impact caused by the Error or defect. Where a Workaround provides temporary relief, the severity of the ticket will be downgraded to allow the activities required to address and fix the Error or defect to take place.

4 PaaS Support and Maintenance (“PaaS S&M”) Services

4.1 PaaS Support and Maintenance (“PaaS S&M”) Process

ReadNow will provide PaaS S&M Services in accordance with the terms of this PaaS S&M Plan and as specified in an Order in relation to any Errors or defects in the ReadNow Platform, for the Order Term, or any renewal.

4.2 Designated Representatives

- (a) the Recipient will nominate at least two (2) and up to four (4) Designated Representatives and provide their names and contact details to ReadNow and provide notification of any change to these details (including transfer of Designated Representatives’ responsibilities to other individuals).
- (b) The Recipient shall ensure that Designated Representatives:
 - (i) are knowledgeable about the applicable Software to help analyse, and assist ReadNow in resolving;
 - (ii) are empowered to act on behalf of the Recipient to make decisions to facilitate speedy resolution;
 - (iii) have a good understanding and the ability to reproduce the problem that has been ticketed, to assist ReadNow in diagnosing and triaging;
 - (iv) have completed administration training from ReadNow as listed in the relevant Order or Documentation;
 - (v) attend any refresher training programs at least annually or as required; and
 - (vi) will treat all material provided as Confidential Information of ReadNow.

4.3 Registering a Service Request

- (a) When registering a Service Request, the Recipient’s Designated Representative must provide the following information through ReadNow Support Portal:
 - (i) company name;
 - (ii) contact information of the Designated Representative;
 - (iii) the nature of the Service Request;
 - (iv) all relevant details (including documentation and data) pertaining to the Error; and
 - (v) the Severity Level as determined by the Recipient’s Designated Representative at the time of registering the Service Request in accordance with the Severity Level.
- (b) Upon receipt of the Service Request, the Severity Level indicated by the Recipient’s Designated Representative will be verified by ReadNow’s Support Portal Personnel and may be updated or downgraded, following discussions with the Designated Representative.

- (c) Following registration of a Service Request ReadNow will issue the Recipient with a unique ticket number for tracking to resolution, and if necessary, request the Recipient Designated Representative to provide further data or information to assist in reproducing the Error and/or identifying the issue.
- (d) Feature Requests are welcomed via ReadNow Support Portal. Items identified as Feature Requests will be managed outside of the standard Service Request processes and will not be included against any Severity Level or service availability. Whilst ReadNow welcomes and appreciates feature requests to be identified and raised by Recipients, ReadNow does not warrant or commit to any requested feature being included on the product development roadmap or to any timeframe for delivery.

4.4 Response to Service Requests

- (a) Responses to Service Requests are provided remotely via web based technical assistance, email and/or telephone support.
- (b) ReadNow Support Portal Personnel shall prioritise all Service Requests according to the impact to the Recipient using Severity Level definitions and the Support Plan as set out in the table below.
- (c) ReadNow Support Portal Personnel Support handles all Service Requests on a first-in-first out basis and based on levels of severity, priority and urgency and the nature of the Error or Service Request, and the level of detailed information provided by the Recipient. Whilst ReadNow works to find the best resolution for the Recipient, ReadNow may provide a temporary solution or Workaround (if available) whilst otherwise resolving the Service Request to ensure the least disruption to the Recipient.
- (d) Reproducible errors that cannot promptly be resolved will be escalated to higher support tiers for further investigation and analysis.
- (e) Once the resolution plan is initiated, ReadNow will:
 - (i) provide the Designated Representative with progress reports via phone or email on a mutually agreed schedule; and
 - (ii) will include such information about the Error as deemed necessary by ReadNow including a description of the Error, and any updates to the plan to resolve the Error; and
 - (iii) will continue work until a resolution is effected; or a Workaround is effected, and upon the parties (acting reasonably), the problem is downgraded or closed; or
 - (iv) where it is deemed to be Severity Level 4, (Low), ReadNow will at its discretion advise when a resolution can be planned or made available.
- (f) ReadNow will provide the Recipient notice when a ticket is marked as ‘resolved’ or ‘waiting on Recipient’, and the ticket will be moved to ‘closed’ 20 days from the date of notice, unless the Recipient has requested or responded otherwise.

4.5 Cooperation and Reproducing Errors

- (a) The Recipient agrees to cooperate and work closely with ReadNow to:
 - (i) isolate and reproduce Errors in a timely manner; and
 - (ii) document, or provide documentation in relation to an Error,to enable ReadNow to fulfil its obligations to resolve.
- (b) ReadNow Support Portal Personnel must be able to reproduce an Error to resolve it.
- (c) ReadNow may request access to the Recipient’s tenant for troubleshooting purposes only. If ReadNow, reasonably believes it necessary to obtain access to the Recipient’s tenant the Recipient will ensure that it facilitates the required access for ReadNow in a timely manner as set out below in clause 4.6.

- (d) A Delay Event is where ReadNow is, or will be delayed in achieving a Severity Level response or other agreed date, due to the fault or delay by the Recipient, its Personnel or a third party, or the unavailability of the appropriate Recipient Personnel, an inability to gain access to the Recipient's tenant (if required), or where the Recipient is unable or unwilling to provide required assistance, or if ReadNow or the Recipient is unable to reproduce the Error.
- (e) If ReadNow is unable to progress a Service Request issue within the required time frames due to a Delay Event, then this period or any Excluded Downtime will not be included in service availability.

4.6 Access to Recipient's Tenant

- (a) Recipient is responsible for granting access to their tenant and as such are solely responsible for all data and information with regards to providing access.
- (b) ReadNow Support Personnel will only access the Recipient's allocated tenant with a valid and open Support Request ticket and a User account provided to ReadNow Support Personnel by the Designated Representative. ReadNow will only access the elements of the allocated portion of the ReadNow Platform necessary to service the Service Request.

4.7 Pre-Paid Blocks for Application Product Support

- (a) Access to support is also available in Pre-Paid Blocks for ad-hoc configuration support, based on 15 minute increments during AEST/ADST business hours only.
- (b) ReadNow will provide these Pre-Paid Blocks of ad-hoc support remotely via phone, email and/or remote screen sharing if required.
- (c) The Recipient can purchase these Pre-Paid Blocks for Application product support at any time during the term by issuing a purchase Order.
- (d) if on-site support or domain subject matter expertise is required, ReadNow will provide support as specified and quoted in an Order.

4.8 Professional Services

- (i) Items not specifically included in the PaaS S&M Services are by default excluded and may be provided as professional services under a separate Order and terms, if required by the Recipient.
- (ii) ReadNow will not support, nor will ReadNow provide any support warranty, indemnification or other obligation or accept liability with respect to the Recipient's use, modification, configuration or its ability to integrate with other supplier's products, Third Party Content and services, Non-ReadNow Application unless specifically set out in an Order.

5 PaaS S&M Services Support Contacts: Business Hours 9am to 5pm Monday to Friday

- (a) The Recipient to call 1800-645-645 or (02) 9099 9090
- (b) Telephone support is available in English.
- (c) Support Portal Address - <https://servicedesk.readinow.com/sp/#/ServiceDesk/>
- (d) Support email Address – support@readinow.com

6 PaaS S&M Standard Support Services

6.1 PaaS S&M Standard Support Plan

- (a) Support is available on weekdays during local business hours 9 am to 5 pm Monday to Friday, excluding public holidays, and is chargeable unless otherwise quoted in the relevant Order.
- (b) For Severity Level 1 issues only, Recipient must log a ticket and MUST CALL ReadNow Support, **quoting the relevant ticket number.**

- (c) For Severity Level 2-4, Users must submit tickets online via portal, registering company name, contact, and ticket details.
- (d) ReadNow Support Personnel will respond to an incident and commence problem resolution using commercially reasonable efforts to promptly respond to each request and will use commercially reasonable efforts to promptly resolve each ticket. Actual resolution time will depend on the nature of the ticket and the resolution. A resolution may consist of a fix, workaround or other solution in ReadNow's reasonable determination.
- (e) The Severity Level is determined by the Recipient Designated Representative at the time of enquiry when a ticket is submitted; and the Severity Level will be verified and updated by ReadNow's Support Portal Personnel.

Severity Level	Details	Target Response
Level 1 – Critical	ReadNow Platform is unavailable, and all Users affected. And no Workaround available	Target Response: Support Personnel to initiate a response within 24 hours of the Recipient registering the Service Request.
Level 2 – High	One or more Applications unavailable, and 75% of Users affected. And no reasonable Workaround available	Target Response: Support Personnel to initiate a response within 2 Business Days of the Recipient registering the Service Request.
Level 3 – Medium	Major Functionality issue, where 50% of Users affected. With short-term Workaround, only	Target Response: Support Personnel to initiate a response within 10 Business Days of the Recipient registering the Service Request.
Level 4 – Low	An Error where a small number of users affected. With Workaround, currently available	Target Response: Support Personnel to initiate a response within 20 Business Days of the Recipient registering the Service Request.

- (f) Exclusions: all Severity Levels exclude Non-Production Tenant environments.

7 Planned Maintenance

7.1 The Recipient agrees that ReadNow will from time to time provide Planned Maintenance as part of any PaaS S&M plan provided under an Order, ReadNow will (without limitation):

- (a) as part of its regular updates cycle, implement software improvements, including new releases upgrades, error corrections, bug fixes, patches, enhancements, and related changes to Documentation in respect of the Software and/or services. The Recipient acknowledges and agrees that ReadNow may wish to change the services and associated Specifications or Documentation to reflect or achieve improvements, continued compliance with Laws or evolving market standards;
- (b) implement such improvements, enhancements, major or minor new releases, or any other such changes or modifications that ReadNow in its sole discretion deems to be logical improvements to the Software.

For the avoidance of doubt,

- (a) If ReadNow provides PaaS S&M Services in relation to Software or third party software under an Order and the Recipient does not wish to use a new release of any Software or third party software issued from time to time, ReadNow will be under no obligation to continue to provide any relevant PaaS S&M Services in respect of the version of the relevant Software or third party software used by the Recipient; and
- (b) ReadNow will not be required to warrant to the Recipient that the use of any such fix, Workaround, new release, update, enhancement or replacement will not degrade the functionality or performance of any Software, third party software or other software supported by ReadNow in any way.

8 Recipient's Tenant

8.1 Request for Tenant Refreshes

- (a) Where the Recipient requires assistance from ReadNow Support to refresh their tenant, ReadNow Support will provide up to two (2) refreshes of the Non-Production Tenant per month with three (3) business days' notice.
- (b) Additional tenant refreshes are available on request and will may be charged at the rate of the Pre-Paid Blocks based on the time taken.

8.2 Tenant Usage Limits.

- (a) Tenant Usage limits are as detailed in the Documentation. An example of these (but not limited to) are the usage limits for custom applications, files, screens, reports, workflows, integration, the number of GB capacity and records allocation per tenant, whether as described in a Performance Pack, Capacities or other variables that are relevant to the tenant allocation.
- (b) Licence and permitted use of the Software or the ReadNow Platform, and Support and Maintenance Services, or Professional Services are for use within Australia, unless expressly stated otherwise stating specific locations in a Work Order that has been executed by the parties. All other users will fall under the category of Excluded Users.

9 Items Excluded from PaaS Support & Maintenance ("PaaS S&M") Services

Unless specifically included in an Order, the following items are not covered by PaaS S&M Services and are not attributable to response to service requests, or Severity Levels.

- (a) password resets, user names, access to the ReadNow Platform (including lockouts due to incorrect login attempts). Users should contact their Designated Representatives.
- (b) Feature Requests, customisation, Application configuration queries or errors, development or design of user-specific configurations.
- (c) implementation, administration, use of third-party technologies such as databases, computer networks, internet providers or communication systems as such, or any other similar services relating to any products, services or technologies, not provided by ReadNow.
- (d) Applications not provided by ReadNow, whether, modified, or developed by the Recipient or on behalf of the Recipient or third-party applications or Third-Party Content.
- (e) installation or configuration of hardware, including computers, hard drives, networks or printers.
- (f) altered, damaged or modified hardware or Software or Applications.
- (g) Software or hardware that is not the current release as notified to the Recipient, or modified from the Out of the Box Version and/or as listed in the Documentation available at ReadNow's Support Portal and updated from time to time.
- (h) a request for PaaS S&M Services that is identified by ReadNow as not related to the Software or the Out of the Box Version, is not covered by PaaS S&M Support. ReadNow Pre-Paid Support blocks are available for Application configuration errors and support or Professional Services can assist via the relevant Order. For Professional Services, any configuration errors will be corrected within the warranty period as long as it is within the scope of the Statement of work deliverables and design. All support for any modification or misconfiguration that fall outside the warranty period of the Professional Services deliverables will be chargeable against Pre-Paid Support blocks or carried over to future Pre-Paid Support blocks.
- (i) In the event of a Service Request for any Error or defect that is identified as an Error or defect not related to the Software, but related to the Application, and/or any modifications or misconfiguration

made to the Out of the Box Version, then the Recipient will be debited for the time taken by ReadNow Support Portal Personnel from the time the ticket has been logged to the time to identify the Error or defect not being related to the Software. This may be debited against the Pre-Paid Support blocks or carried over to future Pre-Paid Support blocks.

- (j) Errors or other Software or hardware problems caused by;
 - (i) The Recipient's negligence;
 - (ii) changes made by any party (other than ReadNow);
 - (iii) hardware malfunction; and/or
 - (iv) other causes beyond the reasonable control of ReadNow.
- (k) Software or hardware installed in an operating or hardware environment not supported or recommended by ReadNow.
- (l) anything that is not owned, or not provided or not purchased from ReadNow under an Order with ReadNow.

10 Reinstatement of Lapsed Support

If this PaaS S&M Plan expires or is terminated, and the Recipient subsequently seeks to reinstate the relevant PaaS S&M Plan, the Recipient agrees to pay:

- (a) the cumulative Support fees applicable for the period during which support lapsed; and
- (b) the annual support fees for the current period.