

TRIFOUR SUPPORT AND MAINTENANCE POLICY

1. SUMMARY

This Software Support and Maintenance Policy (“**Support Policy**”) describes the policies and procedures under which Tri-Four (“The Supplier”) provides support and maintenance services (“**Support and Maintenance Services**”) for its Software solution to its customers (each, a “**Customer**”). The Support Policy is applicable to all licensing models offered by TriFour, including (but not limited to), On-Premise licensing, Subscription or SaaS.

Support and Maintenance Services are provided for the Software pursuant a Contract concluded between the Customer and the Supplier under which the Customer has acquired Support and Maintenance Services and is subject to the General Terms and Conditions, any Service specific terms under the Transaction Document and the terms of this Support Policy. Support and Maintenance Services are provided for the specified in the Transaction Document. Support and Maintenance Services are provided through the Supplier’s online Call logging Application. This Support Policy sets forth expectations for Support between the Customer and the Supplier’s support organisation. The Supplier is entitled to amend this policy, however will notify the Customer in advance if any such changes may affect the rights of the Customer as agreed to on the Effective Date of a Contract.

2. DEFINITIONS

- 2.1. **Contact:** means qualified named person at the Customer, who is knowledgeable and is a proficient user of the Software.
- 2.2. **Contract:** means the agreement between the parties that consist of the General Terms and Conditions and the Transaction Document;
- 2.3. **General Terms and Conditions:** terms and conditions applicable to all Supplier Services and/or Products made available to the Customer;
- 2.4. **Incident:** means each individual issue where the Software is not conforming to the functionality defined in the Documentation as reported to the Supplier technical support by a Contact.
- 2.5. **Maintenance Releases:** means commercially released code corrections, patches, and updates of the Software as designated by a change in the number to the right of the second decimal in the version number. For example, 2.1.1 is a Maintenance Release of 2.1.0, that Supplier makes generally available to its maintenance Customers (subject to payment of Maintenance Charges)
- 2.6. **Major Releases:** means commercially released major new releases, modifications or enhancements to the Software as designated by a change in the number to the left of the decimal in the version number. Major Releases are normally identified by the number prior to the first decimal point. For example 3.0 will be a major release after 2.0.
- 2.7. **Minor Releases:** are normally identified by the number immediately following the first decimal point. For example, 2.1 is a Minor Release of 2.0.
- 2.8. **Production Environment:** is the Customer’s Authorized System/Designated Equipment as defined in the Transaction Document put into operation for use by End Users with live data.
- 2.9. **Transaction Document:** means the document that confirms the Services and/or Products ordered, the applicable Fees and term of the Contract and any other Services and/or product specific information and/or terms and conditions that may apply.
- 2.10. **TriFour:** means TriFour Systems (Pty) Ltd, or TriFour Health Africa (Pty)Ltd, or TriFour Systems Holdings (Pty)Ltd.

3. SCOPE OF SUPPORT AND MAINTENANCE SERVICES

What Support and Maintenance Services Include: If Customer is current on its payment for its Maintenance Fee, The Supplier shall provide Customer with Support and Maintenance Services consisting of the following:

3.1. SUPPORT

- 3.1.1. Customer can obtain Support and Maintenance Services by reporting Incidents to the Supplier as stated further in clause 6 below.
- 3.1.2. The following will be applicable/ made available to the Customer in terms of Support services:
 - 3.1.2.1. A help facility by means of a web portal or telephonic support, to correct identified errors in the Software and/or Products, or to ensure that the Customer is able to utilise the Software and/or Products to the best possible effect;
 - 3.1.2.2. site visits necessary to effectively render assistance or to facilitate upgrades of the Software and/or Products will be provided as frequently as the Supplier deems necessary;
 - 3.1.2.3. implementation of all other changes made to the Software and/or Products to correct errors, which are identified by the Customer or other end-users of the Software (where applicable) from time to time, or improvements, which are made to the Software by the Supplier, and the documentation related to it; and
 - 3.1.2.4. access to an online secure site (Call Logging App) that contains Customer and Site details
- 3.1.3. The Supplier shall correct any and all errors and issues that may be identified from time to time, within a mutually agreed time and a time that is practically achievable by the Supplier, free of charge, provided that the errors or issues are related to the Software and/or Products and provided that the Software and/or Products had been used correctly, and had been implemented on the correct hardware, using agreed System Software as specified by the Supplier.

For information required when initiating a Support Request (see Annexure A)

3.2. MAINTENANCE

3.2.1. SOFTWARE

- 3.2.1.1. web-based submissions of Incidents submitted by the named Contacts for the Customer;
- 3.2.1.2. Product upgrades (Maintenance Releases); and
- 3.2.1.3. New Releases (Minor - and Major Releases):-

- 3.2.1.3.1. TRIFOUR shall from time to time inform the Customer of the availability of a New Release of the Software and will issue a release notice, which will contain a written description of the features and functions of the New Release.
- 3.2.1.3.2. Within a reasonable period following a request from the Customer TRIFOUR will deliver one copy of the New Release of the Software and one copy of any updates to the Software Documentation and the Customer shall pay the charge as notified and shall be responsible for using such New Release according to the terms set out herein.
- 3.2.1.3.3. As soon as reasonably practical after delivery of the New Release TRIFOUR shall, if necessary, provide training for the Customer's staff in the use of the New Release to enable the Customer to discharge his obligations regarding the use of fully trained staff. The Customer shall pay for such training based upon the standard scale of charges of TRIFOUR for the time being in force.

3.2.2. Software Versions Covered.

- 3.2.2.1. **Supported Versions:** The Supplier will provide Support and Maintenance Services only for the Software products specified in this Support Policy or as specified at the time of purchase. The Supplier's Support and Maintenance Services obligations do not cover hardware, operating systems, networks, or third-party software.
- 3.2.2.2. **End of Support (in terms of Software License Services and/or Products):** The Supplier reserves the right to discontinue certain Software versions and the associated services (End of Software Life), on the following conditions: -
 - 3.2.2.2.1. the Supplier provides the Customer with advance notice (at least 90 (ninety) days) of such discontinuing of Software and associated services; and
 - 3.2.2.2.2. the Supplier has upgraded the Customer's version of the Software with the latest Major Release / enhanced version of the Software.
 - 3.2.2.2.3. Where the Customer does not take up the Major Release immediately, the Supplier will only provide Support and Maintenance Service on this Software after the EOSL on a best-efforts basis at its prevailing time and material rates.
- 3.2.2.3. Clause 3.2.2.2 will not give the Customer the right to refuse a Major Release. Where the Customer does not upgrade to a Major Release the Supplier will only be obliged to support the existing Customer version of the Software for 1 (one) year subsequent to release of the New Release;
- 3.2.2.4. General:
 - 3.2.2.4.1. The parties furthermore agree that Supplier will provide Software integration with 3rd party products based on the conditions as may be communicated to Customer from time to time;
 - 3.2.2.4.2. Supplier may revise the nature and content of the Maintenance and Support services by giving at least 90 (ninety) days prior written notice of such change.
 - 3.2.2.4.3. **IMPORTANT:** Should the Customer require any other enhancements or modifications to the Software, such changes will be addressed through a separate work order and subject to the Supplier's then time and material rates.
 - 3.2.2.4.4. Supplier will respond to maintenance calls provided the Customer has provided Supplier with access to the Software via a communication connection with acceptable bandwidth, i.e. Diginet or VPN line and, in the case of Software as a Service services and/or Products, the Customer has provided all information and materials reasonably requested by Supplier for use in replicating, diagnosing and correcting an error or other support issue with the Services reported by Customer.

4. WHAT SUPPORT AND MAINTENANCE SERVICES EXCLUDE

The following are excluded from the Supplier's Support and Maintenance Services obligations:

4.1. GENERAL:

- 4.1.1. Software that is used on or in conjunction with hardware or software other than as specified in the applicable Documentation;
- 4.1.2. Altered or modified Software without the written authorisation of the Supplier;
- 4.1.3. Defects in the Software due to accident, hardware malfunction, abuse or improper use;
- 4.1.4. Any version of the Software for which Support and Maintenance Services have been discontinued by the Supplier;
- 4.1.5. Assistance with non- Supplier products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems;
- 4.1.6. Cases where such site visit proves to be due to incompetence on the part of the Customer, as a result of software other than the Supplier's Software or failure or ineffective use of the hardware or operating systems on which the Software is used or the ineffective use of the Software.

4.2. SOFTWARE LICENSE SERVICES:

- 4.2.1. Defects or errors caused by the use of the Software on or with equipment (other than the Designated Equipment) or software not approved in writing by Supplier;
- 4.2.2. Corrections of any errors or issues due to operator error on the part of the Customer or the Customer user concerned, or due to malfunctioning of the hardware (supplied by third parties) or failure of the environment in which the software is used, or if the software is not used in the manner prescribed in the relevant user or operating manuals in the Customer's possession.
- 4.2.3. Incidents/Defects as a result of a failure by the Customer to keep up to date security copies of the Software and its data in accordance with best computing practice; or
- 4.2.4. Training, customization, integration and any issues arising from non-standard usage of the Software;
- 4.2.5. Any on-site services or remote access services (unless the Supplier requests remote access to assist the Supplier in understanding an issue).
- 4.2.6. Assistance in developing User-specific customizations;

4.2.7. Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers;

For site visits undertaken by the Supplier under the exclusions detailed above, the Supplier may charge the Customer and the Customer agrees to pay the Supplier for its costs for the site visit that includes, but may not be limited to subsistence, accommodation, travel costs and travel time, time on site and any other direct costs. The Supplier's standard rates shall apply and confirmed under the appropriate Transaction Document.

5. SCHEDULED MAINTENANCE, SCHEDULED CHANGES AND EMERGENCY MAINTENANCE

- 5.1. The Supplier shall from time to time perform Scheduled Maintenance or Scheduled Changes on dates to be determined by the Supplier, but subject to: -
 - 5.1.1. Prior written notification to the Customer of at least 5 (five) days;
 - 5.1.2. that such Scheduled Maintenance or Scheduled Changes are only carried out between 00h00 and 06h00 in the region within which the applicable Customer site is located from Monday to Saturday mornings and from 00h00 to 08h00 on Sunday Mornings; and
 - 5.1.3. The Supplier shall use commercially reasonable endeavours to minimize any interruptions as a result of such Scheduled Maintenance or Scheduled Changes,
 - 5.1.4. accommodate reasonable requests from the Customer regarding the timing of such Scheduled Maintenance or Scheduled Changes, where the proposed time is not suitable to the Customer.
- 5.2. The Customer shall assist the Supplier during the Scheduled Maintenance or Scheduled changes where reasonably required;
- 5.3. Scheduled Maintenance or Scheduled Changes or Emergency Maintenance (as per clause 5.4 below) shall not be included in the calculation of availability ("Availability") (clause 8.1 below). For the avoidance of doubt, a Service interruption that occurs as a result of Scheduled Maintenance or Scheduled Changes which exceeds the duration and/or the frequency limits as agreed by the Parties or is otherwise not in accordance with the provisions of this clause 5 shall be included in the calculation of Availability.
- 5.4. The notification as per clause 5.1.1 above may not apply where Emergency Maintenance needs to be carried out. The Supplier undertakes to minimise any interruptions or interference of the Customer's business activities.

6. INCIDENT SUBMISSION AND RESOLUTION

Customer can obtain Support and Maintenance Services by reporting Incidents to the Supplier. Incidents are tracked from initial report through final resolution through the online portal at <https://t4sd-prd.trifour-psu.com/login> ("Call Logging Application"). Should the url for the online portal change, the Customer will be notified in advance.

6.1. Submitting Incidents

- 6.1.1. Who May Submit Incidents: Only the number of designated Contacts as agreed to in writing between the Supplier and the Customer from time to time are authorized to submit Incidents.
- 6.1.2. How to Submit Incidents: All incidents are to be submitted to the Supplier by the Contacts as per any of the available contact details through the online portal at <https://t4sd-prd.trifour-psu.com/login>;
- 6.1.3. How to Report an Incident: In order to log and track the resolution of Incidents, the Supplier expects that Customer will make every all required information as may be directed by the Supplier from time to time, including but not limited to:
 - 6.1.3.1. help the Supplier track, prioritize, reproduce, or investigate the Incident, such as: Customer name and organization.
 - 6.1.3.2. full description of the issue and expected results.
 - 6.1.3.3. Categorize issues under "Question Type".
 - 6.1.3.4. List steps to reproduce the issue and relevant data.
 - 6.1.3.5. Provide exact wording of all issue-related error messages.
- 6.1.4. The Customer agrees to:-
 - 6.1.4.1. Co-operate fully with personnel employed by or on behalf of Supplier in the diagnosis of any error in the Software or Software Documentation and ensure that every error is reported to Supplier on the prescribed form.

6.2. Support Response and Incident Resolution

- 6.2.1. The Supplier Incident Response Procedures: For each Incident reported by Customer in accordance with these procedures, the Supplier shall:
 - 6.2.1.1. Confirm receipt of the reported Incident within the response time as listed below Severity Levels and Response times.
 - 6.2.1.2. Set an updated Severity Level for the Incident in accordance with the descriptions below Severity Levels and Response times.
 - 6.2.1.3. Use commercially reasonable efforts to respond to the Incident within the time specified below Severity Levels and Response times.
 - 6.2.1.4. Analyse the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Customer provide additional information, logs, and re-execution of commands to help identify the root cause and dependencies of the reported issue.
 - 6.2.1.5. Give Customer direction and assistance in resolving the Incident.
 - 6.2.1.6. Keep a record of ongoing communications with Customer.
 - 6.2.1.7. Use commercially reasonable efforts to resolve the Incident in accordance with the target response times.
 - 6.2.1.8. Upon request of Customer, discuss Severity Level and ongoing communication time frame.

6.2.2. Severity Levels and Response times: The Supplier will prioritize Incidents according to the following Severity Level criteria, where Severity levels 1 to 4 applies to business impact caused by defects in the Software:

Severity Level	Description	Response time	Resolution time
Severity 1	Critical Business Impact. Customer's use of the software is halted or severely degraded, making it impossible to continue work. No workaround is available.	30 business minutes	4 business hours
Severity 2	Substantial Business Impact. Important software features are unavailable, with no workaround. Customer's use continues, but there is a serious impact on productivity.	30 business minutes	8 business hours
Severity 3	Some Business Impact. Important features are unavailable, but a workaround exists. Alternatively, less significant features are unavailable with no workaround. Customer's use continues with some impact on productivity.	3 business hours	3 business days
Severity 4	Minimal Business Impact. Less significant features are unavailable, with minimal impact on customer productivity. Software use continues without significant disruption.	4 business hours	14 Business days
Severity 5	New Regulatory Feature Request Request for a feature mandated by regulatory or statutory requirements. TriFour will prioritize and communicate release planning to meet implementation deadlines. The call is resolved by supplying release planning targets.	4 business hours	TBA - Release Planning
Severity 6	New Feature Request Request for a non-regulatory feature. Approval required from TriFour product management. Approved features will be communicated for future release; unapproved features will be explained. Clients may request bespoke development for non-approved features, quoted separately by TriFour.	4 business hours	TBA - Release Planning

- 6.3. Normal Support Operating Days and Times: Support Hours and Days are available [8:00 AM and 16:30 PM], Monday to Friday, and excludes South Africa's published holidays (also referred to as "Business Hours")
- 6.4. After hour support is provided for 24 x 7 on a standby basis
- 6.5. Escalations Procedure: Escalations are only permitted on severity 1 or 2 issues. Primary escalation procedure is to raise the issue with Customer's account manager and they will internally escalate.
- 6.6. The time spent waiting for clarifications or additional information from Customers is excluded from Resolution time calculations
- 6.7. Resolution and Closure of Incidents: Incidents shall be closed in the following manner:
- 6.7.1. For solvable issues, depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or requiring Customer to upgrade to an available software fix.
 - 6.7.2. In the event that Custom or unsupported plug-ins or modules are used, the Supplier may ask, in the course of attempting to resolve the issue, that the Customer remove any unsupported plug-ins or modules. If the problem disappears upon removal of an unsupported plug-in or module, then the Supplier may consider the issue to be resolved.
 - 6.7.3. For issues outside of scope of Support and Maintenance Services, the Supplier may also close issues by identifying the Incident as outside the scope of the Support and Maintenance Services or arising from a version, platform, or usage case which is excluded from this Support Policy.
 - 6.7.4. Dropped Issues, The Supplier may close a case if the Contact has not responded to two (2) attempts or more made by The Supplier to collect additional information required to solve the case.

7. CUSTOMER'S RESPONSIBILITIES

- 7.1. Customer is responsible for maintenance and installation of any common carrier equipment (networks) or communication service related to the operation of the Software and subsequent Support and Maintenance Services.
- 7.2. The Supplier will test access to the Customer's environment on a regular basis and will notify the Customer of any problems in this regard in writing. The Customer is expected to resolve such issues within a reasonable period.
- 7.3. Customer is also responsible for charges incurred for communication facilities at Customer's facilities, whether incurred by Customer or by Supplier Service representatives while performing Service on the Software;
- 7.4. The Customer shall:-
 - 7.4.1. ensure that the Software and the Designated Equipment (in the case of Software License Services and/or Products) are used and operated in a proper manner by competent employees and that all persons who use the Software shall be sufficiently trained to enable proper use of the facilities and functions included;

- 7.4.2. keep Supplier harmless from any claim or liability whatsoever arising out of or in connection with any error, malfunction, or want of performance caused by or resulting from any deficiency by the Customer in obtaining the requisite training;
- 7.4.3. ensure availability and operational functionality of Internet connectivity to its systems;
- 7.4.4. perform Software back-ups in accordance with Documentation, unless otherwise agreed to in writing;
- 7.4.5. provide Supplier with remote access to the Software to allow the requested Support and Maintenance Services to be executed by the Supplier;
- 7.4.6. not request, permit or authorise anyone other than Supplier to provide any Software Services in respect of the Software or Software Documentation; and
- 7.4.7. make available to Supplier free of charge all information facilities and services reasonably required to enable Supplier to perform the Software Services including but without limitation, computer runs, core dumps, and printouts.

8. AVAILABILITY

- 8.1. The Services (unless otherwise agreed to in writing) will be made available 99% of the time.
- 8.2. Downtime due to faults and/or upgrades will be communicated and resolved quickly without significantly affecting the Customer or its users;

9. TERM AND TERMINATION

- 9.1. Support Services will be provided to the Customer for the duration of License Term (see General Terms and Conditions definition)). Any termination of the Contract between the Supplier and a Customer will automatically terminate these Support Services.

ANNEXURE A – INFORMATION REQUIRED WHEN INITIATING A SUPPORT REQUEST

- 1) **Basic Product User Support:**(Help Desk)
 - a) Answering How to Questions
 - b) Send *Detailed Description of what you need assistance with.*
- 2) **System Configuration Support**:** (HelpDesk)
 - a) **Creating / Amending Authorised Users:** *Send Users Full Name, Email Address, Phone Number, Company Name, Role to assign and Projects to access*
 - b) **Amending Authorised User Permissions :** *Send Role Requiring Permission change and screenshot clearly indicating Fields / Functionality and Reports to amend access to.*
 - c) **Changes to existing Notifications:** *Send Existing Notification indicating mockup of change required*
- 3) **System Customisation Support***:** (Help Desk)
 - a) **Change Requests for New or Existing Functionality as in Reports, Fields or Features, when current Functionality no longer suitable for Customer**
 - i) *Send a Detailed Description of requirements, explaining Purpose of Request.*
 - ii) *Send a mock-up of the content and layout required*
 - b) **New Supplier Add on/ Business Purpose or Products required:** *Send a Detailed Description of requirements, explaining Purpose of Request.*
 - c) **Additional Projects to be added to System:** *Send Project Data*
- 4) **Product Technical Support****:** (Phone)
 - a) **Product Troubleshooting, System Hosting, Product Backups and data security:** *Send a Screenshot of the Error if possible and a Detailed Description of where you encountered the error on the system.*
- 5) Follow up Training and Process Flow needs** (Phone or Email)
 - a) *Send a Detailed Description of requirements.*

**Services listed under 2) and 5) above will be provided for a *maximum of clients contractual Monthly Management time and then will be additionally billed for. Travel and Accommodation Costs Excluded.*

*** Services listed under 3) above are outside the scope of standard monthly management time and will *be additionally billed for if and when required.*

**** Services listed under 4) above, extend outside of normal Support Office Hours should the Priority of the Technical issue be classified as Critical = System Down. Account Manager to be contacted via Telephone or SMS to report System being down.

Approved: 11 December 2023 Gerrit Henning TriFour Group CEO	
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