

IQFoodChain Traceability - Get Connected to Authenticity

Terms and Conditions for our valued Customers

https://iqfoodchain.com/documents/terms_condition.pdf

The following support services terms and conditions will be legally binding for the Customer upon execution of an IQFoodchain Services Agreement. We encourage Customers to carefully read the following support services terms before executing the IQFoodchain Services Agreement.

IQFoodchain will provide the technical support and maintenance services ("Support Services") in accordance with these Terms and Conditions at no additional charge. These Terms and Conditions are hereby incorporated into the applicable Master Subscription Agreement and Order Form.

Service Level Commitment

- [1] **Service Level Availability.** IQFoodchain will make all IQFoodchain Applications available to the Customer for at least ninety-nine and one half percent (99.5%) of the time (determined monthly on a calendar basis), seven (7) days a week, twenty-four (24) hours per day, not including any unavailability that
 - (i) results from maintenance communicated in advance or
 - (ii) results from the poor performance or, of failure of, Internet service or other outside service, software or equipment not within IQFoodchain's control ("Service Level Availability"). IQFoodchain test environments are expressly excluded from this or any other service level commitment. IQFoodchain shall give at least forty-eight (48) hours electronic notice for any planned downtime and IQFoodchain shall schedule to the extent practicable during the weekend hours between 8:00 p.m. Friday and 4:00 a.m. Monday Central time.
- [2] **Service Level Availability Reporting.** On a monthly basis, the Availability Metric will be measured using the measurable hours in the month (total time minus planned downtime, including maintenance, upgrades, etc.) as the denominator. The numerator is the denominator value minus the time of any outages in the quarter (duration of all outages combined) to give the percentage of available time. An "outage" is defined as two consecutive service failures within a five-minute period, lasting until the condition has cleared.
- [3] **Service Level Availability Commitment and Credit.** In the event the Availability Metric drops below 98.0% and upon the Customer's written request, IQFoodchain will extend the current term of the Customer's subscription for one (1) month at no cost to the Customer ("Service Credits") equivalent to the value of average monthly charges for the previous twelve months or since the service started, where the preceding period of service is less than 12 months. Any subscription renewal period will be effective after the Service Credits have been fully utilized.
- [4] **Support Services.** Telephone support is available on weekdays, excluding holidays, from 6:00am CST to 8:00pm CST in English. Customers can also submit cases over the web, e-mail, or within the application on weekdays, excluding statutory or general holidays in Manitoba, Canada. Holidays will be posted for clarity. Upon case submission, the Customer will be asked to provide company name, contact information and case details, and each case will be assigned a unique case number. Cases will

be logged by an IQFoodchain Support Representative for later response by the appropriate support team.

[5] **Reproducing Errors.** The Customer agrees to cooperate and work closely with IQFoodchain to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Also, subject to the Customer’s approval on a case-by-case basis, the Customer may be asked to provide remote access to their IQFoodchain account for troubleshooting purposes.

[6] **Escalation/Severity Levels.** Issues and errors will be prioritized by Severity Level as defined below. IQFoodchain will use commercially reasonable efforts to resolve all identified issues in a timely manner (i.e., as quickly as possible without delay) so as to minimize disruption to Authorized Users as much as possible. At a minimum, IQFoodchain agrees to acknowledge the issue and begin actively working towards resolution within the following response timeframes based on priority. IQFoodchain will use commercially reasonable efforts to promptly resolve each case. However, actual resolution time will depend on the nature of the case and the resolution circumstance. A resolution may consist of a fix, workaround or other solution in IQFoodchain’s reasonable determination.

Priority Ranking	Circumstances of Issue or Incident	Response Objective	Solution Objective
Class 1 – Very Urgent	Very urgent production issue affecting all users, including Services unavailability and data integrity issues without reasonable workaround available.	Within one (1) hour of notification	Within three (3) hours of notification
Class 2 – Urgent	Major functionality is negatively impacted, or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available. Also includes time-sensitive requests such as requests for feature activation or a data export.	Within three (3) hours of notification	Within eight (8) hours of notification
Class 3 – High	Services performance issue or bug affecting some but not all users. Short-term workaround is available, but it may not be scalable.	Within six (6) hours of notification	Within two (2) business days of notification
Class 4 – Medium	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround is available. Resolution required as soon as reasonably practicable.	Within one (1) business day of notification	Within seven (7) business days of notification

[7] Excluded Items: Support Services do not include any of the following, although IQFoodChain will offer referrals to pre-qualified service providers who have worked with other IQFoodChain Customers to assist, where possible:

- Assistance in developing user-specific customizations;
- Assistance with Non-Vendor 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, mobile devices, hard drives, networks or printers.
- Managed Services or Professional Services as defined in Section 1 of the Master Subscription Agreement.

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