

# Jcurve Support Agreement

## INTRODUCTION

This document outlines the terms and conditions by which the Support services you have opted to purchase as outlined in the Quotation will be provided. The Support you have purchased is to be performed by JCurve Solutions Limited or a related entity ("Jcurve") for the Customer. We may change the terms of this Support Agreement from time to time. We may change the terms of this Support Agreement from time to time and will post any changes on the Website and notify you via email, with the changes coming into effect at the time of your next Support renewal.

## SCOPE OF SUPPORT SERVICES

### 2.1 TYPE OF SERVICE

This Jcurve Support Service is an annual Support Subscription on the software purchased by a customer that allows authorised users to receive Support Services including:

- 1) Support through an electronic ticketing system; and
- 2) Access to the Jcurve knowledge base and webinars of the Jcurve Support Hub 24/7.

### 2.2 SERVICES PERIOD

As outlined on your signed quotation.

### 2.3 SUPPORT HOURS

08:30 AM to 17:30 PM (local time) on business days (excluding local Public Holidays).

### 2.4 BASIS OF SERVICES

Support Services are provided on the following basis:

- 1) Registered ticket email response
- 2) Services provided remotely to the customer using remote view tools
- 3) Services available during Support Hours

### 2.5 PERFORMANCE

In order to provide Support Services all requests must be logged through one of the following methods:

- Email submission to support@jcurvesolutions.com
- Online submission via the Jcurve Support Hub

All requests must be logged by an approved registered user of the software. An approved registered user is a named contact on the Customer record as maintained by Jcurve.

#### Support requests determination:

- 1) All support requests logged by email submission are assigned a ticket number for communication and tracking purposes;
- 2) An initial review of the support request will be conducted by a support consultant to determine the priority, type and category of the support ticket;
- 3) Tickets will be assigned to the appropriate Jcurve team member for resolution;
- 4) The requester will be notified of the assignment or next steps if clarification is required; and
- 5) On resolution, solutions will be communicated to the requester and documented on the support ticket.

### Support requests types:

Problem	Primary Incident that many incidents relate to (internal Jcurve classification)
Incident	System technical issue which impacts business performance
Question	General 'how to' type information request
Task	Request to perform a system administration or consulting activity

### Support request priorities:

Priority Level	Description
Urgent	An instance where customer's production use of the software purchased is stopped or so severely impacted that the customer cannot reasonably continue business operations using the software purchased. It may result in a material and immediate interruption of customer's business operation that will cause a loss of customer data and/or restrict availability to such data and/or cause a significant operational impact to the customer.
High	An instance where one or more important functions of the software purchased are unavailable with no acceptable alternative solution. Customer's implementation or production use of the service is continuing but not stopped; however, there is a serious impact on the customer's business operations.
Normal	An instance where: (a) important software features are unavailable, but an alternative solution is available, or (b) less significant software feature is unavailable with no reasonable alternative solution; Customers experience a minor loss of business operation functionality and/or an impact on implementation resources.
Low	An instance that has a minimal impact on business operations or basic functionality of the software, or where customers ask questions regarding basic functionality of the software.

### Oracle NetSuite Escalations:

Jcurve reserves the right to reclassify a ticket to a NetSuite System Enhancement or System Defect. This is determined when the nature of the ticket is deemed to specifically relate to the core NetSuite product. Once a ticket has been escalated to NetSuite, the priority and time frame for resolution will be determined by NetSuite. In these instances, Jcurve will monitor these tickets and keep the customer informed of the progress of the ticket. The customer will also be provided the NetSuite ticket number and be able to monitor the status directly with NetSuite.

### Oracle NetSuite System Enhancements:

A ticket that is confirmed as a system enhancement is submitted to NetSuite for resolution in accordance with the "NetSuite Support Service" described at: <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/>. Enhancements will be set to an On-Hold status pending resolution by NetSuite.



## Oracle NetSuite System Defects:

A ticket that is confirmed as a system defect is submitted to NetSuite for resolution in accordance with the “NetSuite Support Service” described at: <http://www.netsuite.com/portal/pdf/netsuite-support-terms.pdf>. Defects will be set to an On-Hold status pending resolution by NetSuite.

## Riyo Escalations:

Jcurve reserves the right to reclassify a ticket on System Enhancement or System Defect. This is determined when the nature of the ticket is deemed to specifically relate to the core Riyo product. Once a ticket has been escalated, the priority and time frame for resolution will be determined by Jcurve. Jcurve will monitor these tickets and keep the customer informed of the progress of the ticket.

## 2.6 RESPONSE TIME

The “Response Time” means the targeted time within which Jcurve will use commercially reasonable efforts to acknowledge receipt of a ticket and to engage an appropriately skilled support resource. The “Response Time” is measured during Support Hours as defined above.

RESPONSE TIME GOALS			
Urgent	High	Normal	Low
2 hours	4 hours	8 hours	2 Business Days

For Customers using NetSuite, these response times are a guide only and do not constitute a service level agreement.

For Customers using Riyo, these response times do not constitute a performance indicator to be taken into account in computing the service level in accordance with Clause 11 of the Riyo Software Subscription Agreement.

## 2.7 RESOLUTION TIME

The “Resolution Time” means the targeted time within which Jcurve will use commercially reasonable efforts to resolve a support ticket. The “Resolution Time” is measured during Support Hours as defined above.

RESOLUTION TIME GOALS			
Urgent	High	Normal	Low
1 Business Day	2 Business Days	3 Business Days	5 Business Days

For Customers using NetSuite, these resolution times are a guide only and do not constitute a service level agreement.

For Customers using Riyo, these resolution times do not constitute a performance indicator to be taken into account in computing the service level in accordance with Clause 11 of the Riyo Software Subscription Agreement.

## 2.8 TICKET STATUS

Tickets will be assigned a status by the Jcurve Support Consultant as follows:

Open	Ticket open for action or resolution.
Pending	Waiting on a response from the requester or pending an agreed meeting time.
On-Hold	Unable to progress the ticket due to a Defect, Enhancement request or third-party.
Solved	Resolution Provided to the customer
Closed	Solved tickets will be closed automatically after 5 days of no activity.

## 2.9 THIRD PARTY PRODUCTS

Jcurve reserves the right to escalate (or will request that the customer escalate) identified product issues within other Third-Party Products which may have been purchased by the customer to the appropriate third-party provider. Once a ticket has been escalated to the provider, the priority and time frame for resolution will be determined by the provider and communicated to the customer.

## 3 CUSTOMER OBLIGATIONS

Jcurve's obligations to provide Support Services under this Support Agreement is conditional upon the Customer:

- (1) Paying all applicable Support fees as outlined on the Quotation between Jcurve and the Customer;
- (2) Having valid access to the software purchased;
- (3) Logging a support ticket through an approved means as outlined above;
- (4) Providing Jcurve with all reasonable assistance to access the customer's software account and data; and
- (5) Providing appropriate contact information on the Support ticket raised

## 4 EXCLUSIONS FROM SUPPORT SERVICES

Jcurve will not be required to correct any incident caused by:

- (i) the integration of any feature, program or device to the software or any part thereof not sold by Jcurve or a related company of Jcurve;
- (ii) any non-conformance caused by unauthorized misuse, alteration, modification or enhancement of the software;
- (iii) the use of the Support Service that is not in compliance with the Agreement;
- (iv) incorrect use of the software by the customer.

## 5 GENERAL

### 5.1 DISCLAIMER

We provide the Support Services using a commercially reasonable level of skill and care however we do not provide any warranty or guarantee about the Support Services except as expressly stated in this Support Agreement. To the extent permitted by law, the total liability of Jcurve for any claims in relation to the Support Services, including for any implied warranties, is limited to the amount you paid us to use the Support Services in the current contract period.

## **5.2 ENTIRE AGREEMENT**

This Agreement constitutes the entire Support agreement between the parties in relation to its subject matter. All prior support discussions, undertakings, agreements, representations, warranties and indemnities are replaced by this Agreement and have no further effect.

## **5.3 PRIORITY**

If this Agreement conflicts with any other document, agreement or arrangement, this document prevails for the Support Services to the extent of the inconsistency.

## **5.4 ATTORNEYS**

Each person who executes the Quotation to which this Support Agreement related on behalf of a party under a power of attorney warrants that he or she has no notice of the revocation of that power or of any fact or circumstance that might affect his or her authority to execute this document under that power.

## **5.5 SEVERABILITY**

If any part or all of any provision of this Agreement is, or becomes, illegal or unenforceable it will be severed from this Agreement and will not affect the continued operation of the remaining provisions of this Support Agreement.

## **5.6 ASSIGNMENT**

The Customer may not assign any rights in relation to the Support Services without the written consent of Jcurve.

## **5.7 GOVERNING LAW AND JURISDICTION**

This Agreement will be governed by and construed in accordance with the laws in force in one of the following locations: State of New South Wales (Australia) or Singapore or Taguig City (The Philippines). The laws in force is dependent on the registered location of the Jcurve subsidiary to which your contract is entered with. If the location is not clear please speak to your Jcurve representative. Each party submits to the exclusive jurisdiction of the courts of that location, which is either New South Wales (Australia), Singapore or Taguig City (Philippines).