KeepWatch Terms of Service

These KeepWatch Terms of Service (the "KeepWatch Terms") shall govern the KeepWatch Managed Services provided by InterWorks to the Customer and are subject to and incorporated in the InterWorks Consulting Services Agreement (the "CSA"). Any capitalized terms used but not defined herein shall have the meaning defined in the CSA. These Terms were last updated on January 1, 2026, and are effective as of the date they are accepted by the Customer.

1. **General Definitions**

   A. For infrastructure and software listed as "Customer Provided" in the KeepWatch Order Form, Customer shall be responsible for securing, through InterWorks or such other authorized seller, the hardware, subscriptions, and software. Customer will provide valid license keys to InterWorks when applicable.

   B. For software listed as "InterWorks Provided" in the KeepWatch Order Form, InterWorks shall be responsible for securing appropriate licensing.

   C. For infrastructure listed as "InterWorks Provided" in the KeepWatch Order Form, InterWorks will invoice the Customer monthly hosting fees based on actual usage level of server resources, bandwidth, VPN, offsite storage, and other necessary components; the pricing shown on the applicable Ordering Document for any hosting fees is an estimate based on anticipated usage, and Customer will be billed each month, in arrears, for actual usage.

   D. A "Delegated Contact" is a named person authorized by Customer to approve all KeepWatch Managed Services on the identified environment and/or software. Delegated Contacts may open tickets on behalf of Customer, initiate High (P1) and Medium (P2) priority tickets via telephone, approve configuration changes, and schedule work including work that incurs downtime for supported systems and applications. Delegated Contacts may request access to SLA performance reports on up to a monthly basis. Delegated Contacts may request access to ticket portals operated by InterWorks in support of this agreement. A Customer may designate a number of Delegated Contacts as defined in the KeepWatch Order Form. Delegated Contacts may be authorized under more than one supported Environment, provided the total number of Delegated Contacts does not exceed the limits defined in the KeepWatch Order Form.

   E. The "Customer Requirements" listed on the KeepWatch Order Form include certain methods, tools, account types, permissions, or other prerequisites that the Customer must provide and/or approve to enable the provision of the KeepWatch Managed Services. If Customer fails to abide by or provide the listed Customer Requirements, the KeepWatch Managed Services may be suspended or terminated, and InterWorks shall bear no responsibility for any covered systems, environments, applications.

2. **Change Management**

   Changes to infrastructure and/or applications identified in the applicable KeepWatch Order Form will fall into three categories: Routine, Scheduled, and Emergency. Change management practices for each category will include:

   a. **Routine**: Routine changes are changes that can be performed without any anticipated downtime for the supported system or application. Routine changes shall be made at any time, including during Customer business hours.

   b. **Scheduled**: Scheduled changes are changes that may result in downtime for the supported system or application. Scheduled changes are prescribed to resolve Low (P3) Severity service requests. Scheduled changes shall be performed outside of Customer business hours but Inside Primary Support during a window agreed to by both InterWorks and Customer, with a minimum of two business days' written notice by Customer to InterWorks or vice versa. Otherwise, scheduled changes shall be performed during the next Maintenance Schedule for application or system as defined in the KeepWatch Order Form.

c. **Emergency**: Emergency changes are changes that may result in downtime for the supported system. Emergency changes are prescribed to resolve High (P1) or Medium (P2) service requests or to resolve security vulnerabilities that have a 9.0 or higher CVSS score. Emergency changes are scheduled at the earliest window agreed to by both InterWorks and Customer.

3. **Service Level Agreement**

If an Environment listed in the KeepWatch Order Form is assigned one or more SLA Policies, the following service level agreement parameters (the "SLA") shall apply. The SLA shall only apply to those services that are explicitly identified in the KeepWatch Order Form.

A. Services Availability: Coverage parameters are as follows (times are UTC):
   i. Primary Support: 0:00 UTC Monday to 23:59 UTC Friday, excluding holidays shown below, based on Customer's geographic location:

AMER	EMEA	APAC/ANZ
New Year's Day	New Year's Day	New Year's Day
Martin Luther King Day	Good Friday	Australia Day
Good Friday	Easter Monday	Good Friday
Memorial Day	Early May Bank Holiday	Easter Monday
Independence Day	Spring Bank Holiday	Anzac Day
Labor Day	Summer Bank Holiday	King's Birthday
Thanksgiving Thursday & Friday	Christmas Day	Labour Day
Christmas Eve and Day	Boxing Day	Christmas Day
---	---	Boxing Day

   ii. Outside Primary Support: 24x7x365, subject to callback.
   iii. All issues initiated via email will be assigned a Low (P3) severity by default. High (P1) and Medium (P2) severity issues should always be initiated by the Customer through Priority Support Telephone as well as email to guarantee expected initial response times.
   iv. Onsite assistance is not included in this agreement.

B. Services Requests. InterWorks will respond to Services-related incidents and/or requests submitted by Customer in accordance with the severity of the incident. Severity levels are:

   i. High (P1) – Production system is completely down, no users have access;
   ii. Medium (P2) – Production system is online but degraded. Users still have access, but functionality is severely impacted;
   iii. Low (P3) – Routine requests, issues isolated to a small set of users, or issues with a suitable workaround for systems in Production scope. Primary Support hours apply.

C. SLA response times, inside Primary Support hours:

Severity Level	Initial Response Time	Issue Update Frequency
High (P1)	2 Hours	Hourly
Medium (P2)	4 Hours	Every Four Hours
Low (P3)	Next Business Day	Daily

D. SLA response times, outside Primary Support hours:

Severity Level	Initial Response Time	Issue Update Frequency
High (P1)	2 Hours	Hourly
Medium (P2)	12 Hours	Every Twelve Hours
Low (P3)	Next Business Day	Next Business Day

E. Remote assistance will be provided according to the above timescales dependent on the priority of the support request. An estimated resolution time will be provided, if possible, but no guarantees can be made without assessing the specifics of each issue. The initial response time is the time in which a support engineer from InterWorks will be available to address the issue and communicate on the phone or via email. Once work on an issue commences, the provider will continue to work on an issue around the clock on High (P1) and Medium (P2) severity issues and meet the Issue Update Frequency timings. Responses to non-emergency and Low (P3) severity issues are expected to be covered during normal business hours. Issue Update Frequency enters a paused state when a ticket is in any Waiting state, with states assigned to a ticket solely at InterWorks' discretion. Tickets that are created to track long-term tasks with no specific estimated time for resolution may be placed in an Open – No SLA state at InterWorks' sole discretion. Tickets in an Open – No SLA state are not mapped to any specific severity level and are considered informational by both InterWorks and Customer.

F. <u>Priority Support Telephone</u>. The Priority Support Telephone number is provided for exclusive use by Delegated Contacts to initiate High (P1) and Medium (P2) severity tickets. The Priority Support Telephone number shall not be shared with anyone who is not a Delegated Contact. Use of the Priority Support Telephone for any purpose other than initiating a High (P1) or Medium (P2) severity ticket, or by any party other than a Delegated Contact, is prohibited.

G. <u>Hosted Environment SLA</u>. For InterWorks Provided Infrastructure, the Hosted Environment availability is outside the control of InterWorks, and is covered under Host SLA, as noted in the KeepWatch Order Form. If any service credits are issued by Hosting Provider under the terms of Host SLA, such credits will be credited to the estimated hosting fees owed by Customer to InterWorks. All Customer Provided Infrastructure is outside the control of InterWorks and InterWorks cannot guarantee availability in relation to Environment.

H. <u>Software SLA</u>. InterWorks does not provide any application reliability or application performance guarantee in relation to the Software.