Support Policy

April 27, 2022

The maintenance and support services set forth in this Support Policy ("Policy") will be effective commencing the date set forth above. Terms not defined herein will have the meaning ascribed to them in the License Agreement.

1. <u>Definitions</u>.

    1.1. "<u>Authorized Contact Person</u>" is a person designated by Licensee who has access to Shimmer's customer support services for reporting issues and coordinating with Shimmer with respect to maintenance and support services. Licensee may have up to two (2) Authorized Contact Persons. Authorized Contact Persons may be changed by Licensee upon advance written notice to Shimmer.

    1.2. "<u>Business Hours</u>" are Shimmer's regular work hours, currently 8.00 AM to 4.30 PM Dublin, Ireland time, Monday through Friday, exclusive of National holidays.

    1.3. "<u>Defect</u>" is an error, malfunction, or failure in the Software arising while using the Software which degrades the use of the Software as compared to the Specifications for the version of the Software that the Licensee has installed, but expressly excluding any Defect Exception.

    1.4. "<u>Defect Correction</u>" means correction of a defect pursuant to the support and maintenance services such that normal functioning can resume, including without limitation a Fix or Workaround.

    1.5. "<u>Defect Exception</u>" is (a) any failure, error or malfunction in any version of the Software other than a supported version pursuant to subsection 2.5 below or (b) any error, malfunction, or failure in the Software caused by or arising out of (i) the operation of the Software by Licensee incorrectly or in a manner other than expressly authorized by Shimmer including pursuant to the License Agreement and the Specifications, (ii) the failure of Licensee to provide suitably qualified and adequately trained staff for the use and operation of the Software, (iii) a fault in Licensee's hardware or infrastructure in which the Software has been installed, (iv) a modification, revision, variation, translation or alteration of the Software by any party other than Shimmer without Shimmer's express prior written consent, (v) the combination or use of the Software with any other hardware or software which was not provided or specified by Shimmer or (vi) Licensee's failure to implement a Maintenance Update.

    1.6. "<u>Fix</u>" means the repair or replacement of object or executable code versions of all or a portion of the Software to remedy the Defect. Fixes will constitute Software licensed by Licensee.

    1.7. "<u>Initial Response Time</u>" is the time period in which Shimmer will provide acknowledgment of a Support Request and assign the case to a support engineer as more specifically described herein.

    1.8. "<u>Maintenance Update</u>" is a modified version of Software released by Shimmer to its customers to correct or alleviate defects in the prior release of the Software and/or to enhance existing features. Maintenance Updates will include all new versions or upgrades of the Software released by Shimmer. Maintenance Updates will constitute Software licensed by the Licensee and will be made available to Licensee no later than any other Shimmer customer.

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1.9. "Resolution Time" is the time from when the Support Request is logged as a support case by Shimmer until the time Shimmer provides a Defect Correction.

1.10. "Severity 1 Defect" is a Defect which renders the Software inaccessible or unusable (i.e., system outage -- total unavailability of Software functions impacting all users) such that urgent, business-critical work cannot be performed. Only Defects affecting production operations can be assigned a Severity 1 designation.

1.11. "Severity 2 Defect" is a Defect in which a major function of the Software is experiencing a problem that renders that function completely unusable, causing major impact to Licensee, but does not render the Software completely unusable or inoperable. Only Defects affecting production operations can be assigned a Severity 2 designation.

1.12. "Severity 3 Defect" is a Defect in which a minor feature of the product is not functioning in accordance with the Specifications that produces a situation for Licensee in which the Software is usable but with some functional degradation that does not greatly diminish the value of the Software.

1.13. "Severity 4 Defect" is a Defect that produces an inconvenient situation for Licensee in which the Software is usable but does not provide a function in the most convenient or expeditious manner and with respect to which Licensee suffers little or no significant impact.

1.14. "Support Request" means a communication regarding a suspected Defect or made to Shimmer's technical support team by an Authorized Contact Person.

1.15. "Workaround" means a change in procedures and/or use of the Software that can be employed by Licensee to avoid a Defect or to mitigate the Severity Level of a Defect to less severe Severity Level.

2. Provision of Support Services. During the Term, subject to the terms and conditions herein, Shimmer will provide Licensee with maintenance and support services, as indicated on the applicable Order, that are generally made available by Shimmer to its customers for such maintenance and support services.

2.1. Shimmer's Support Services are available during Business Hours. Shimmer may amend its Business Hours at Shimmer's discretion upon advance written notice to Licensee of such change. Support services outside of Business Hours can be arranged through execution of a statement of work.

2.2. Support Requests will be submitted to Shimmer technical support by an Authorized Contact Person by email to support@shimmersensing.com. Shimmer may modify the contact address and method in its discretion by providing advance written notice to Licensee of such changes.

2.3. Shimmer will maintain a Support Case Tracking System for inputting and managing Support Requests. Shimmer will inform Licensee of the support request tracking number assigned to each Support Request. Each support case will contain the pertinent information submitted by Licensee about the incident or request, which Shimmer will use for its Defect Correction procedures. Shimmer will periodically update the status of each case during the Defect Correction process as new information becomes available.

2.4. Shimmer and Licensee will jointly and reasonably determine the appropriate level of severity for all reported Defects in accordance with the definitions set forth in this Agreement.

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2.5.   Shimmer will provide the maintenance and support Services for the current generally available major point Software product releases. Previous Software releases will be supported for a period of twelve (12) months following the date on which Shimmer makes available to Licensee a Maintenance Update. After this time, Shimmer will have no further obligation for supporting and maintaining prior Software releases but may offer some level of support in accordance with the current prior release support policy. In addition, Shimmer may require Licensee to implement a Maintenance Update as a precondition to receiving additional support with respect to any Defect that was corrected in that Maintenance Update.

2.6.   All services provided will be in the English language.

2.7.   Shimmer will provide standard administrative and troubleshooting guidelines. In case of a problem, the steps defined in the administration guide need to be completed by Licensee resources before contacting Shimmer for support.

2.8.   No services are provided under this Agreement with respect to other products. All services not described herein, including but not limited to on-site assistance or support, agent development or maintenance, configuration or integration of the Software installation of hardware or Software or third-party software, developer support, upgrade or migration services or training, will require execution of a separate order or statement of work.

3.   Licensee Obligations. Licensee accepts the following responsibilities in order to receive the Support Services:

3.1.   Licensee will provide initial screening and troubleshooting of each incident to determine whether the cause of the issue is a Defect or an issue with the Licensee environment or use of the Software. If Licensee determines that the incident likely arises from a Defect and desires that Shimmer provide Defect Correction through support and maintenance Services, Licensee's Authorized Contact Person will contact Shimmer as provided herein to initiate a Support Request.

3.2.   Support Requests will be qualified with sufficient detail describing the circumstances of the incident to support Shimmer's reproduction and troubleshooting of the issue. Licensee will reasonably and promptly cooperate with Shimmer in connection with Shimmer's performance of the Support Services and to provide Shimmer with such information concerning the Licensee's operations as Shimmer reasonably requests, where such information is necessary or helpful for the performance of the Support Services.

3.3.   Licensee will grant Shimmer reasonable access to Licensee's personnel, database, agents, templates, hardware configurations, and such other files as Shimmer may reasonably require for the purpose of providing the maintenance and support Services; provided that any such access requires written consent from Licensee and will be subject to Licensee's policies regarding such access, including Licensee's confidentiality and security policies.

4. API Support Policy: Our support commitment to our API's depends on the release Type of the API.

API Release Type	Description	Support Commitment
Pre-Alpha Release	These are <u>examples</u> which are used to help customers get started quickly in a certain programming language/operating system. An example of this is our Python examples which will help users interact with the Shimmer3 device but is a step away from allowing users to build their own applications quickly without further development. These examples could transition to becoming an Alpha/Beta/Final release at our discretion, driven by business/market demand.	Support for such examples is fully at Shimmers discretion. Customers will be provided a quote in advance if requirements go beyond the scope of normal support.
Alpha/Beta/Final Release	An API to help customers build their own custom solutions. The API is accompanied with examples to show how to use said API. An example of this is Shimmer Android or C# API.	If there is a bug, we are committed to fixing it if the following conditions below are met. Shimmer reserves the right to charge a fee should the conditions not be met. • A bug/problem needs to be replicable through one of our examples, and it will be on the onus of the customer to give repeatable steps to reproduce said bug. • For hardware specific (e.g., Android phone model specific) bugs, the number of hardware (e.g., phones) affected has to be more than 25% of the global supply. • Customer has made a purchase within the last 12 months of the Shimmer hardware requiring support.

5.   Initial Response Times and Resolution. The timing of Shimmer's responses will be based upon the classification of the reported Defect. If the reported Defect requires Shimmer Engineering to develop a Fix, then Defect Correction will depend on the severity of the Defect in accordance with the chart below. If a Workaround is provided, the Severity Level of the Defect will be reduced to the appropriate Severity Level at the time the Workaround is made available to Licensee. For avoidance of doubt, once downgraded, Shimmer will provide a Defect Correction to a Defect in accordance with the downgraded Severity Level.

Issue Severity	Initial Response Time	Resolution Time	Defect Correction
Severity 1 Defect	2 Business Hours	24 Business Hours	Shimmer will (i) within 4 Business Hours after an initial response has been provided to Licensee, deploy qualified resources to begin to diagnose and correct the Severity 1 Defect and continue such efforts during Business Hours, (ii) notify Shimmer management of the Severity 1 Defect report and the steps being taken to correct such Defect, (iii) provided Licensee with periodic reports on the status of the investigation, and (iv) provide Licensee with a Workaround or Fix during Business Hours in accordance with the Resolution Time.
Severity 2 Defect	4 Business Hours	72 Business Hours	Shimmer will (i) within the 8 Business Hours after an initial response has been provided to Licensee, deploy qualified resources to begin to diagnose and correct the Severity 2 Defect and continue such efforts during Business Hours, (ii) provide Licensee with periodic reports on the status of the investigation, and (iii) provide Licensee with a Workaround or Fix during Business Hours in accordance with the Resolution Time.
Severity 3 Defect	16 Business Hours	NA	Shimmer will provide Licensee with a Workaround or Fix if already available and will exercise commercially reasonable efforts to resolve the Severity 3 Defect in a Maintenance Update
Severity 4 Defect or other question or request	24 Business Hours	NA	Shimmer will provide Licensee with a Workaround or Fix if already available and will consider Severity 4 Defects for resolution in a future Maintenance Update.

6. <u>Failure to Meet Resolution Times</u>. In the event Defect Correction occurs after the Resolution

Time specified above for any Severity 1 Defect or Severity 2 Defect; Licensee will be issued a service credit. The service credit will be a dollar amount determined by multiplying (a) monthly recurring support fees by (b) a percentage determined by multiplying (i) the number of Business Hours, rounded up to the nearest whole Business Hour, after Resolution Time that Defect Correction occurs by (ii) in the case of a Severity 1 Defect, 0.5% or in the case of a Severity 2 Defect, 0.25%. Each service credit will be applied to the next payment payable by Licensee or, if there is no future payment, refunded by Shimmer to Licensee within 30 days. The maximum service credit in any month will not exceed the monthly recurring support fees. If (x) a Defect Correction for a Severity 1 Defect does not occur within 48 Business Hours; (y) a Defect Correction for a Severity 2 Defect is does not occur within 90 Business Hours; or (z) service credits would have exceeded such maximum amount in any three (3) consecutive months or any four (4) months during any twelve (12) month but for the immediately preceding sentence, then a material breach of the Agreement will be deemed to have occurred and notwithstanding the opportunity to cure set forth in Section 10.2, Licensee may terminate the Agreement upon written notice to Shimmer. In an event of a termination pursuant to this Section, Licensee will receive a refund of any pre-paid fees pro-rated to reflect the period following termination for which such pre-payment has been made. The service credit and the early termination and refund associated therewith provided for in this Section 5 will be Licensee's sole remedies in the event that Shimmer fails to meet the Service Levels described herein.

7. <u>Typical Return Merchandise Authorisation (RMA) process</u>: If deemed appropriate by the Shimmer support team, customers can expect to follow the below process if a malfunction does arise with Shimmer hardware.

   a. Shimmer Support must be notified via the support from on the shimmersensing.com website. All supporting information should be supplied to ensure a speedy resolution.

   b. If remote debugging is not successful, the Shimmer support Engineer will determine if an RMA is necessary, and also communicate the 'type' of RMA that the issue falls under for example, a warranty repair or a non-warranty repair. Customers will be asked to complete RMA form. Your Sales number 'S#' must be included to complete the form. If this is not available, contact info@shimmersensing.com for assistance, and we can help supply this.

   c. Only if deemed necessary, Shimmer quality engineer will instruct the return of items for inspection. Shimmer is not responsible for the cost of any returned items unless otherwise specified. Upon receipt of the items to our manufacturing facility, a root cause of the malfunction will be determined and any cost of rework outside of warranty will be communicated to the customer before any re-work begins.

   d. Where applicable, payment will be established beforehand, and work will be carried out on the malfunctioning units.

   e. Upon completion, hardware will be returned to the customer.

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