

Zone & Co / Fast Four (further “Zone & Co”) SUPPORT TERMS OF SERVICE (hereafter also referred to as “the Support Terms”)

Subject to your procurement of Support Services (as defined herein), these Support Terms shall govern Zone & Co’s provision of Support Services to you (“Customer”) pursuant to the terms of the Support Services that you have procured or are otherwise entitled to.

1. DEFINITIONS.

In these Support Terms, capitalized terms not defined herein shall have the definition given to such term in the Agreement.

“Authorized User” User authorized to submit Support requests / Incident Reports to Zone & Co.

“Bug” An error, mistake, defect or fault, which may cause failure or deviation from expected results.

“Business Days” are Monday to Friday during Support Operating Hours, excluding Zone & Co company holidays.

“Case Update” means a response on the Support case from the Support representative which describes either of the following:

1. The progress and / or findings in the investigation of the Incident raised since the last update;
2. Information needed for further investigation of the Incident raised or;
3. A solution to the Incident.

“Customer” means every customer that has a valid Support Contract with Zone & Co.

“(Customer) Agreement”



is the agreement between the Customer and Zone & Co, including the quote, the Terms and Conditions – Software as a Service –, these Support Terms, and where applicable, the Professional Services Agreement and Data Processing Agreement.

“Customer NetSuite Account Number”

A unique number identifying the NetSuite account that is communicated to the Customer by Oracle/ NetSuite.

“Zone & Co Knowledge Base”

Online Support database, with documentation, guidelines, FAQ's that functions as a first place to go to and that is accessible 24x7.

“Zone & Co SuiteApps”

also referred herein as “SuiteApps”, “SuiteApp”, “Service” or “Application”, are the SuiteApps that have been built by Zone & Co or will be built in the future:

- ZoneReporting
- ZoneBilling
- ZoneCapture
- ZoneReconcile
- Zone & Co Credit Card Import
- ZoneSFTP
- ZoneApprovals
- ZonePayments
- future applications

Zone App Specific Benefits

For various Zone Apps, the Premium Support package offers specific benefits:

ZoneReconcile

Product Support team will assist in configuration of new bank accounts.



ZoneCapture

Increased priority ('skip the queue') of Data Capture Quality cases (these are requests to increase the data capture quality for a specific vendor/invoice layout).

ZoneApprovals

Product Support team will assist in configuration of approval matrixes for a known use case (new use cases or complex use cases may require Professional Services).

ZonePayments

Product Support team will assist in configuration of new payment profiles.

“Incident (Reports)”

means a single Support question or reproducible failure of (part of) the NetSuite or the SuiteApp functionality substantially conforming to the agreed functions and/or specifications and reported by an Authorized User.

“Q&A quarterly”

A quarterly Q&A session of one hour (per app or group of apps) where customers can join and ask any question about the Application. Support representatives (and sometimes other members of the R&D team) will join to answer questions. When the question cannot be resolved during the call, customers may choose to submit a case.

“Request Types”

are the types of Support Requests that Zone & Co distinguishes:

1. **“Bug Fix Request”** means a Support Request regarding a Bug in the core of the Zone & Co SuiteApp;
2. **“Enhancement / Feature Request”** means a Support request by the Customer to add functionality or enhance performance beyond the specifications of the SuiteApps;
3. **“How-to questions”**



means a Support request regarding SuiteApps functionality that can be answered by a simple explanation of how the configuration can be done and / or describing the process of the configurations so that the Authorized User can make the changes. This doesn't involve any active configurations or use case analysis done by the Support representative;

4. “OCR Data Capture Quality Enhancement Request”

A data capture quality enhancement Support request relating to the Zone & Co Suite App Scan & Capture for improvement of the Optical Character Recognition (OCR) of transactions provided by the Customer (i.e. individual vendor bills and vendor credits).

“Response Time” means the targeted time period within which Zone & Co will use commercially reasonable efforts to contact Customer to acknowledge receipt of an Incident Report and to engage an appropriately skilled support resource, commencing from the time that Zone & Co receives all required information as specified in Section 4.2. Response Times are measured during Support Operating Hours.

“Severity Level” means the Severity Levels 1-4 as defined below.
The severity is defined by the assigned Support representative.

Severity 1: Critical Business Impact. Customer's use of the Application is stopped or so severely degraded that Customer cannot reasonably continue work related to the Application and no known workaround is available.

Severity 2: Substantial Business Impact. Important Application features are unavailable with no workaround available. Customer's use of the Application is continuing; however, there is a serious impact on Customer's productivity.

Severity 3: Some Business Impact. Important Application features are unavailable, but a workaround is available, or less significant features are unavailable with no workaround. Customer's work related to the



Application has a minor loss of operational functionality or implementation resources.

Severity 4: Minimal Business Impact. Customer requests information, an enhancement, or documentation regarding the Application but there is no immediate, or a minimal, impact on the operation of the Application. Customer's use of the Application is continuing and no work is being materially impeded at the time. This pertains to the first case response. Resolution times are not guaranteed.

“SuiteAnswers” is the online support portal of Oracle that is accessible 24x7. This is controlled by Oracle and not part of the Support Contract with Zone & Co.

“Support Contract” is the package of the Customer Agreement and these Support Terms. For the avoidance of doubt, these Support Terms are incorporated into and made a part of the Customer Agreement.

“Support (Services)” means the English language support services for the Service provided by Zone & Co under the terms set forth herein.

“Support Operating Hours”
The case response times are measured in a certain operating window on Business Days. For Standard Support, Customer is assigned into one of 3 regions based on the billing address of Customer: NOAM, EMEA or APAC. When in NOAM, support operating hours are 8am - 5pm EST. When in EMEA, support operating hours are 8am-5pm CET. When in APAC, support operating hours are 8am-5pm AEST. All are Monday to Friday. Customer may request to change their region, for example if the majority of users are in a different region. For premium support the support operating hours are 24/5, meaning Monday 8am AEST to Friday 5pm EST. During public holidays in countries, where the Zone support



staff is located - USA, Czech Republic, Netherlands and Philippines -
operating hours are not met.

“Telephone Support”

Being able to call a dedicated support phone number instead of reaching Support through one of the other channels. There are three available phone numbers (USA, Netherlands and Australia). A front-line Support representative will answer and either resolve the case or take notes and proceed offline.

“Test Case”

means Customer's instructions that allow Zone & Co to reproduce an Incident.

“the NetSuite (Cloud) Service”

also referred to as “NetSuite” is the cloud service software package currently provided by Oracle under the brand name NetSuite.

“Video call / Meeting on reservation”

This indicates whether Customer can request a video call to discuss an issue. For premium Customers this does not require a prior case with proper description. The alternative is to submit a case with all details about the issue and the Support representative will determine whether an online meeting is the best approach to resolve the issue.

2. SCOPE OF THE SUPPORT TERMS.

2.1. **Third-party adaptations.** Zone & Co shall not have any obligation to provide Support Services with respect to any: (a) adaptations, configurations or modifications of the NetSuite Cloud Service or SuiteApps made by the Customer or any third-party or (b) any items excluded pursuant to Section 6.



2.2. **Consultancy services excluded.** Zone & Co may offer Professional Services to help resolve issues that fall outside the scope of the Support Services. Any Professional Services including expenses for these services shall be provided under a separate agreement (unless the Customer Agreement also addresses Professional Services) and shall be subject to Zone & Co's then-current consulting fees and terms.

2.3. **Standard and Premium.** Zone & Co offers standard and Premium support as described herein and/or in the applicable quote.

3. **TERM AND TERMINATION.**

3.1. **Term of Customer Agreement.** Subject to the terms set forth herein, and unless otherwise provided in the applicable quote or agreement, the initial term for Support Services will commence on the date the Customer Agreement is signed and shall continue for 1 year from the date of signing the Customer Agreement. The Support service will be automatically renewed after this period unless any of the parties gives written notice of termination. The notice period for both parties is 1 month.

3.2. **Renewals.** Hourly fees for the Support Services on all renewals shall be set at then current Zone & Co pricing, unless otherwise agreed to by the parties.

3.3. **Same level of Support.** For the duration of the initial term and any agreed renewal term(s), Customer shall purchase and maintain the same level of Support Services for all users of the Service (including without limitation any incremental licenses subsequently purchased by Customer). For clarity, Customer may not elect to purchase or renew Support Services for just a portion of its Service or of its users who can access the Service.

3.4. **Suspension of service.** In addition to any other rights or remedies Zone & Co may have under these Support Terms or the Agreement, if Customer is more than thirty (30) days delinquent in any payment obligation, then Zone & Co may, upon written notice to Customer, immediately suspend performance of the obligations set forth in these Support Terms until such delinquency is remedied.



3.5. **Breach of materials terms.** Either party may terminate these Support Terms if the other party breaches a material term of these Support Terms and such breach is not cured within fourteen (14) days after written notice thereof from the terminating party. If Customer is the terminating party then in that case Zone & Co shall refund the pro rata portion of fees actually paid by Customer for Support Services attributable to the period after termination. These Support Terms shall terminate upon expiration or termination of the NetSuite subscription service or expiration or termination of Customer's NetSuite license to access Service.

4. INCIDENT REPORTING AND RESPONSE TIMES.

4.1.1. **Incident Report Form.** An Incident Report should be submitted by an Authorized User via an Incident Report Form (see zoneandco.com/support or fastfour.com/support and more generic requirements in Article 4.2.). If the Incident Report Form is not filled in completely there is no obligation of Zone & Co to accept the Support request and Zone & Co is not required to provide the Support Services, unless agreed upon in writing otherwise.

4.1.2. **Phone Support.** Customers that have a Support Contract that includes Telephone Support can submit an Incident Report with Severity Level 1 or 2 by phone. A dedicated telephone number will be communicated upon start date of the Support Contract.

4.2. **Required Information.** All Incident reports must, if applicable, include the following:

- a) A reproducible Test Case that demonstrates the specific usage that causes the Incident being reported, including the user's name and role.
- b) Exact wording of all related error messages.
- c) A full description of the Incident and expected results.
- d) Any special circumstances surrounding the discovery of the Incident.
- e) The NetSuite Customer Account Number.
- f) Any other info that is required on the Incident Report Form.



For the proper execution of the Customer Agreement Zone & Co may share such information and other information about Incidents with its contractors, vendors and/or third-party application providers to support Zone & Co provision of the Support Services described herein.

4.3. **Severity Levels.** Zone & Co will assign the appropriate Severity Level to all Incidents according to the Severity Level definitions. Severity Levels are assigned to allow prioritization of incoming Incidents. During the case resolving process Zone & Co may reclassify Incidents based on the current impact on the Service and business operations as described in the Severity Level definitions.

4.4. **Zone & Co's Obligations.** Zone & Co will make the Support Services available during Support Operating Hours for the Customer to report Incidents and receive assistance. On receipt of an Incident Report, Zone & Co shall establish whether there is an Incident for which the Customer is entitled to Support Services under these Support Terms and, if so, shall:

- a) Confirm receipt of the Incident Report and notify Customer of the Incident case number that both parties must then use in any communications about the Incident.
- b) Analyze the Incident and verify the existence of the problem.
- c) Give the Customer direction and assistance in resolving the Incident pursuant to the terms described herein.

4.5. **Escalation to NetSuite Support.** Zone & Co will escalate cases to NetSuite support if the error in the Application is suspected to be caused by an issue in the NetSuite Cloud Service. In case the Incident relates to the NetSuite Cloud Service, Zone & Co will create a case with NetSuite support and communicate with Customer about resolution progress on a best effort basis. For practical reasons, the Support representative, at its own discretion, may ask Customer to submit the case themselves.

4.6. **Case Updates.** Zone & Co will undertake effort to proactively update Customer on case status when there is a change in status.



4.7.1. **Use of Logins to Sandbox and Production environments:** Customer may supply Zone & Co with permanent administrator login access to Customer's sandbox and/or production account to speed up the case resolution process. Alternatively, Customer can give access to production upon request by Zone & Co. If a login is not available, Zone & Co cannot guarantee resolution of the case and adherence to other terms of the Support Contract. Zone & Co will provide an email address to Customer to set up this access. To safeguard Customer account please remember to reset the production password as soon as the access is no longer needed.

4.7.2. **Password safety:** Zone & Co undertakes at all times reasonable due care in using and/or storing Customer login details, however Zone & Co does not accept any liability in relation to the use of Customer details.

4.8. **Response Time Goals.** Zone & Co undertakes commercially reasonable efforts to provide a response to a submitted Support request. The agreed upon Response Times for the Customer are specified in the agreed quote or Customer Agreement.

4.9. **Customer's Obligations.** Zone & Co's obligation to provide Support Services under these Support Terms are conditioned upon the Customer: (a) paying all applicable fees for Support Services prior to the date the Incident is reported; (b) Customer having valid access to the NetSuite Service; © providing Zone & Co with all reasonable assistance and providing Zone & Co with data, information and materials as that are reasonably necessary as referred to in Article 4.2.; (d) procuring, installing and maintaining all equipment, telephone lines, communication interfaces and other hardware and software necessary to access the NetSuite Cloud Service; (f) providing appropriate contact information for all Authorized Users ; (g) utilizing SuiteAnswers and Zone & Co Knowledge Base.

4.10. **Billable Incident Reports.** Incident Reports may lead to work not covered by the Support Contract. In such case the work is billable. Zone & Co will estimate the billable hours. Prior written approval by the Customer on the estimate is required. In case budget overrun will occur, Zone & Co will inform the Customer accordingly in a timely manner.



4.11. **Release Communication.** Customer gets notified by email when Zone & Co plans to release a new version of the SuiteApp. This notification email summarizes what will be released and describes the urgency level (high, medium, low) of the release and its individual items. The email will be sent at least 7 working days before deployment. This enables Customer to ask questions and align the timing of the update with their business (processes). To avoid instability of the system and potential security risks, Zone & Co has the right to deploy without notice in the event that the SuiteApp is two or more versions behind the current version.

In exceptional cases Zone & Co needs to release as soon as possible. This means Zone & Co cannot adhere to the extended communication. For example, in case of a hotfix when there is a major bug or fault in the Application that affects a large number of users.

5. PRICING.

Premium Support is charged as a % of base license fees + usage based fees such as overage on ZoneCapture subscriptions. This excludes ZoneApps that have Premium Support as part of the subscribed package.

Consulting hours per year

A bundle of hours of a consultant from the Professional Service department to use for work specific to one of the Zone applications. This may be configuration, use case analysis, creating searches/reports etc. Customer gets 8 hours in total.

6. EXCLUSIONS FROM SUPPORT SERVICES.

Zone & Co will not be required to correct any Incident caused by (i) integration of any third-party feature, program or device to NetSuite or any part thereof; (ii) any non-conformance caused by unauthorized misuse, alteration, modification or enhancement of the Service; or (iii) use of the Service that is not in compliance with the Agreement.



7. WARRANTY.

Zone & Co warrants only to Customer that Support Services will be performed in a professional manner. Other than is expressly stated herein, Support Services are provided 'as -is'. ZONE & CO MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. FAIR USE POLICY

Customer and Authorized Users should take fair, appropriate and responsible use of the Support Services. In the event this is violated Zone & Co reserves rights to take whatever steps, including the termination of the agreement.

9. GENERAL.

9.1. **Incorporated into Customer Agreement.** These Support Terms are hereby incorporated by reference into the Customer Agreement and the combination represents the complete agreement between Zone & Co and Customer regarding Support Services and supersedes any prior or contemporaneous agreements or communications or understandings, written or oral, relating to Support Services. These Support Terms will not be modified except by a properly executed written amendment between the parties. Any terms and conditions of any purchase order or other instrument issued by Customer in connection with these Support Terms that are in addition to, inconsistent with or different from the terms and conditions of these Support Terms will be of no force or effect.

9.2. **Coordination of releases.** For managed bundles only. Zone upgrades their SuiteApps (that have the 'Managed Bundle' upgrade process) a number of times each year. These upgrades may be Major releases (large new functionality/rewrites/limited backward compatibility), Minor releases (new features) or Patches (releases with only bugfixes). Zone



upgrades customer accounts in a phased manner. Upgrades are announced upfront by email to the known contacts at customer (contact Support to be added to the mailing list). Usually no downtime is expected. Upgrades are possible to test in sandbox in advance. By default, customers do not have a choice for which upgrade phase they are allocated to. However, customers that get the “Coordination of Releases” benefit may choose their upgrade date. They may choose to postpone the upgrade, but they cannot choose not to upgrade. Product Support team will coordinate with each of these customers individually on their preferred upgrade date and will assist them accordingly.

10. GOVERNING LAW AND DISPUTES

These Support Terms are governed by Dutch law, excluding any conflict of law provisions contained in Dutch law.

All Disputes (including disputes by only one of the parties) that may arise in relation to these terms, Customer Agreement or any additional agreements ensuing therefrom, will be submitted to the competent Dutch court in the jurisdiction where FF has its registered office.

