



Intellect Policies and Procedures Guide

Confidential

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PART 1. SERVICE LEVEL AGREEMENT – Applicable to Hosted Clients Only

The Agreement provides for on-line access to the Software through a proprietary internet site designed and operated by Intellect, which Company will use in accordance with the terms of this Agreement. The Software and the data transmitted by Company to the Software will be hosted on servers at the Intellect data center. Company will provide, at its own cost, all hardware, software and telecommunications required to interface to and transmit data to the Software at the Internet data center.

Service Level Agreement

Definitions

"Downtime" means the unavailability of the Software to five (5) percent or more of Company's employees who are actively attempting to log on to the Software for fifteen (15) consecutive minutes due to the failure of Intellect to provide access to the Software for such period. Downtime does not include (i) unavailability during Scheduled Maintenance of the data center and the network, (ii) unavailability that results from any actions or inactions of the Company or third parties, or (iii) unavailability that results from the Company's equipment and/or third party equipment (not within the control of Intellect).

"Availability" means the ability to access the Software by those Company employees who are actively attempting to log on to the Software through the Intellect data center.

Availability Guarantee

99.9% Availability measured on a monthly basis. The percentage will be calculated by dividing the available minutes supplied to the Company divided by the total minutes for the month.

Software Performance Guarantee

In the event Company experiences Downtime above the published Availability, Company will be eligible to receive from Intellect a Software service credit. The Software service credit will be computed by multiplying the Monthly Fee by the product of the Downtime minutes divided by the total minutes in the month. In order to receive a Software service credit, Company must notify Intellect within thirty (30) days from the time Company becomes eligible to receive a Software service credit. Failure to comply with this requirement will forfeit Company's right to receive a Software service credit. The Software service credit will be deducted from the next Intellect invoice.

The Company is solely responsible for its communication links and communication equipment into the Intellect data center. If the Company is experiencing a Software performance problem, Intellect will use its best efforts to determine the source of the Software performance problem, and if the source of the Software performance problem is within Intellect's control, it will use its best efforts to remedy it. Company is responsible to inform Intellect immediately of any Downtime experienced by any user.



PART 2. TRAVEL POLICY

Onsite Travel Plan

The **Onsite Travel Plan** includes all types of travel to Customer regardless of whether it is local travel, or long distance.

Local is defined as Customer locations within 60 miles driving distance from Intellect's offices that do not require an overnight stay.

Long Distance is defined as Customer locations that require either a flight to the location or an overnight hotel stay.

The amounts allocated for each of the expenses described are as follows:

Description of Expense	Reimbursed amount to Employee
Flight Expense	Actual cost for airline ticket, including baggage fees
Taxi/Shuttle Expense	Actual cost for taxi/shuttle
Mileage Expense	Actual miles driven pertaining to a trip based on the prevailing IRS rates
Hotel Expenses	Actual expenses incurred for lodging (Exceptions are all room charges for food and other which are covered with Per Diem)
Parking Expense	Actual parking expense incurred pertaining to a trip
Gas Expense	Actual expense of gas for Rental Car
Rental Car	Actual expense for Rental Car, including the Damage Waiver or Insurance covering the rental vehicle for comp/collision first party damage
Per Diem	Allocation amount given to employees for on-site visit (\$90 per day) (Per Diem will only apply when Customer is over 300 miles away round-trip; it is not given in conjunction with Weekend or other surcharges)
Weekend Travel Surcharge	\$300 On each Weekend Day

Expense Policies

- No alcoholic beverages will be reimbursed.
- No laundry, dry-cleaning, tailoring, or purchase of clothing will be reimbursed.
- No books or magazines of any kind will be reimbursed.
- No movies or entertainment will be reimbursed.
- Purchase of dinner for anyone other than the traveler will not be reimbursed, unless approved by management.

Air Travel

Air travel will be booked full economy accommodating the comfort, needs and preferences of the consultant – unless pre-approved by INTELLECT management or if consultant uses frequent flyer mileage with no additional cost. **All flights will be direct flights.** If no direct



flight is available, or if Customer insists on a non-direct flight, Customer will incur a surcharge of \$250 each way.

Lodging

All company authorized accommodations must meet with industry accepted business travel standards with reference to comfort, convenience and cost.

Auto Rental

Consultants can request either intermediate or full size cars. Rentals for other types of cars are not permitted except with manager approval. Luxury, premium and specialty car rentals will be reimbursed only at the full size car rate. Consultants may choose a company-preferred car rental agency.

Acts of God

Situations may occur that are beyond the traveler's control such as storms, airplane mechanical failure and sickness. In the event of occurrences such as these, travel arrangements might have to be changed in order to reach the Customer location. In the event of a change in travel arrangements, INTELLECT staff will attempt to contact Customer as in some cases there may be an increase in travel costs.

Customer Confirmation

ALL travel expenses estimates will be pre-approved by Customer before travel is authorized. However, given rapid fluctuations in travel costs, Customer must provide approval in a timely manner.

Travel Expense Reimbursement

Upon completion of travel from the Customer location, INTELLECT staff will fill out and turn in the accounting for the actual expense reimbursement, which will be sent to Customer when billing is completed.

Travel Time

Except for special circumstances, the INTELLECT travel policy maintains that travel time, to and from the Customer location, will not count toward consulting hours.



PART 3. CUSTOMER CARE POLICY AND SUCCESS PLANS

SUPPORT GENERAL TERMS AND DEFINITIONS

General Terms

Support under Intellect's Customer Care Policy provides customers, who have paid all License Fees for the then-current License period, with Product Updates and Technical Support ("Technical Support"). Product Updates and Technical Support are defined and more specifically described below in this Policy.

Intellect's Support under this Customer Care Policy is for the current major release and the one major release of the licensed Software that was released immediately prior to the current major release, as further described below (Software Update Releases). Under this Policy, Intellect will support each major release for a maximum of eighteen (18) months, inclusive of the end of life notice term, as provided for below.

Definitions

Product Updates

A "Product Update" means a new release of the Software, which Intellect generally makes available to its licensed Software customers who have paid all License Fees for the then-current License period. Product Updates may consist of any of the following: Software Update Releases, 3rd and 4th Digit Releases and Documentation Updates releases, all as further defined below in Section 2.

Technical Support

"Technical Support" is a service that provides support for the Intellect Platform which Intellect makes available to its licensed Software customers who have paid all License Fees for the then-current License period. It is provided for demonstrable challenges in the platform, running unaltered on an appropriate hardware and operating system configuration as specified in the Software Documentation. Technical Support does not cover configuration services or configuration changes.

License Set

A "License Set" is defined as a related group of software products installed on the same system(s) and/or used with the same application, including the production, testing and design sites. Any other testing sites, training sites, or demo sites are excluded from the License Set.

Unsupported Software

Unsupported Software is defined as Software for which the customer is not current on License Fee payments. Customers with Unsupported Software do not receive Product Updates or Technical Support from Intellect under this policy, including, any telephone assistance, access to Intellect's support website, or any other Support services. Intellect is not responsible for third party software failure or support.



Other Services

Consulting services, product training, usage questions related to the Intellect Platform and onsite support are not provided as part of this customer care policy. Those and other related services are available by quotation and governed under a separate agreement between Intellect and the customer.

PRODUCT UPDATES

Software Update Releases

Software Update Releases are code changes that include new software features or functionality. Major releases introduce significant new functionality to the Software and minor releases make incremental changes to the current Software. Intellect makes Software Update Releases available to its customers at no cost, provided the customer has paid all License Fees for the then-current License period. New Intellect software that contains materially different functionality from all other Intellect software products available at the time of release may be sold separately as a new module, or as a new product, and may require an additional license fee. 1st digit release (e.g. V8) represent major releases such as New User Interface, Mobile, Publish and 2nd digit release (e.g. V8.5) represents set of new functionalities, 3rd digit (e.g. V8.5.2) represents groups of product defect fixes and minor enhancements, and 4th digit (e.g. V8.5.2.1) represents a specific bug fix over the last 3rd digit release.

Release Notes and Documentations

Release notes give high-level information about corrections, changes and enhancements made to the product and distributed with each release. Also, additional documentations might be generated with major enhancements. These supporting documents may consist of user manuals, training materials, product descriptions and specifications, technical manuals and other printed information relating to the Software.



EHSQ Product Release

Intellect's QMS and EH&S app suites are built on the Intellect compliance platform. Product releases are different from software releases in that they're less frequent and are available as a paid add-on option for customers. In contrast, Software releases are available at no cost.

Intellect's product release is much more than just a roll-out of new functionality. Intellect aims at releasing two versions of EHSQ (Environment, Health, Safety and Quality) product each year. These versions include various things such as new Apps, new functions & features, new Mobile Apps, enhancements to existing Apps, etc.

- **Product and App Versioning:**

Each product and App are versioned based on the changes made. The first number represents the product version, while the decimal represents the number of times the respective App has been changed.

Examples: Document Control v4.3: This version means the Document Control App is on Product Version 4 and has been revised 3 times.

Batch Record v5.0: This version represents the Batch Record App is a new App on Product Version 5 and has not been revised yet

- **Product Packaging:**

The out-of-the-box EHSQ product is packaged with multiple resources, which includes the following but are not limited to

- ✓ End-user guides
- ✓ Training guides
- ✓ Validation* (IQ OQ PQ) documents (only available to customers who purchased validation package)

*IQ (Installation Qualification) - Intellect's responsibility for only hosted clients,

**OQ (Operational Qualification) and PQ (Performance Qualification) – Customer's responsibility



TECHNICAL SUPPORT

Technical Support

Customers have access to Intellect's web-based customer support system to log a support request ("Support Ticket") through the web-based customer support system or via e-mail for High Priority, Medium Priority and Low Priority Support Requests. **NOTE:** In order to receive immediate attention for Emergency Support Requests (as defined below), customers should log all such Support Tickets via the telephonic support system, as described below.

Technical Contacts

Customer must designate one primary and one backup individual ("Technical Contacts") per License Set, to serve as liaisons with Intellect's personnel. The Technical Contacts should be well trained on the use of the Software, and should either be responsible for maintaining the customer's Software environment, or have direct access to such individuals. Customer's designated Technical Contacts are the sole liaison between the customer and Intellect Technical Support of Software.

Information Customers Need When Requesting Support

Before Intellect Technical Support can begin work on any Support Request, information about the nature and location of the problem is required. Whenever a call is placed to Intellect's office, the customer should provide the following information:

- Operating system (including version) on which the Software is installed
- The Software component and version number that the Support Request concerns
- The relevant Software version(s)
- Any Software error numbers associated with the Support Request
- Detailed description of the problem, along with steps to reproduce the problem
- In some cases, access to or a copy of the database associated with the Support Request

Customer Duties

For on premise client installations, throughout the paid License term, the customer should make provisions for VPN, or allow Intellect to use an on-line web conferencing facility, or similar facilities, so as to enable Intellect to gain remote access to the computer system(s) on which the Software is installed at the customer's installation site for system monitoring, diagnostic, error correction and software downloading purposes. This facility is to be set up and enabled during installation of the Software. The VPN or remote access shall be through a manual connection by an authorized representative of the customer. Intellect will utilize the remote access facility only when needed and only after authorized by the customer.

For all critical issues, the customer also agrees to make available to Intellect current system passwords as necessary to provide such remote diagnosis and support. If this facility is unavailable, Intellect may not be able to provide the timely problem resolution necessary when working on Emergency or High Priority issues as defined below. The customer shall assign/identify specific in-house individual(s) who are well trained in server configurations and setup for the Intellect's Software to work with Intellect Support engineers.

To ensure that the Software operates in the most effective manner and can be efficiently



upgraded, Intellect strongly recommends that each installation be kept up-to-date with the Software Update Releases. To determine when Software Update Releases are available, customers are strongly encouraged to periodically check Intellect's web-based customer support system if available, or to contact Intellect's customer service department directly. In addition, customers are expected to follow internal standard Support procedures as described in Intellect's implementation documents and manuals, which may include regular backups of the database, regular updates to the server system software and hardware and others.

It is the responsibility and a requirement that each client performs their own testing on the newest releases and report any issues encountered to Support. In addition, if you are working towards a deadline or launch date, it is highly recommended that you notify Support so that they can assist you in meeting your goals successfully.



COVERAGE

Business Hours

Intellect support is available 24 hours of the day on Monday through Friday, with the exception for all major US holidays including New Year's Day, July 4th, Memorial Day, Labor Day, Christmas, Thanksgiving and the following day as Intellect will be closed. Saturdays and Sundays are limited to email support.

Service on Weekends

Emergency support performed on weekends will be provided on a best effort basis. Once a Support Ticket has been submitted, followed up with a phone call, an Intellect representative will diagnose the severity of the issue. If the issue is deemed an emergency, Intellect will begin working on the issue immediately after diagnosis.

Scheduled support performed on weekends need to be scheduled at least 5 business days in advance. Major holidays are not available for scheduling extended support.

CUSTOMER SUCCESS PLANS

Intellect offers the following levels of support and plans to assist clients with their success.

Support Levels

Level 1 Support	Level 2 Support
<ul style="list-style-type: none">• Filters help desk calls• Provides basic support & troubleshooting• Password reset• High-level application usage & "How-to" questions• Provide alternate solutions for software boundaries• Application navigation assistance• Gather user's information & analyzes the issue• Download customer database and investigate on local servers• Triage Tickets• Escalation to Level 2 Support	<ul style="list-style-type: none">• Provide alternate solutions for software boundaries• Provide Level 1 Support with guidance• Answer "How to" questions that Level 1 Support are unable to answer• Verification of proper hardware and software setup• Application navigation assistance• Escalate Software Boundaries to Development Team



Support Plan	Business Hours	Support Details	Scheduled Support (Weekends)
PREMIER SUPPORT PLAN	L1 Support 24/7 L2 Support 6am – 6pm PST Monday-Friday	<ul style="list-style-type: none"> Online, phone and email Technical Support Patches, Releases, Updates Intellect University Customer Community Unlimited Scheduled Configuration Consultation 	\$500 per 8-hour period to reserve resource on call. \$400/hour if resource is engaged.
ENTERPRISE SUPPORT PLAN	L1 Support 24/7 L2 Support 6am – 6pm PST Monday-Friday	<ul style="list-style-type: none"> Online, phone and email Technical Support Patches, Releases, Updates Intellect University Customer Community Unlimited Scheduled Configuration Assistance Dedicated Access to Level 2 Analyst Assigned Dedicated Phone Line Prioritized Support Tickets 	Note that no patches or code can be provided outside Business Hours

TECHNICAL SUPPORT PRIORITY DEFINITIONS AND RESPONSE TIMES

Intellect Technical Support personnel categorize Support Requests into four (4) categories, based on priority. Although customers may assign priorities to their Support Requests, Intellect Technical Support will confirm the priority based on the following criteria:

Support Level	Issue	Response Time
Urgent	<ul style="list-style-type: none"> Live site – functional major issue <ul style="list-style-type: none"> complete loss of service user(s) cannot login 	Within 60 minutes
High priority	<ul style="list-style-type: none"> Live site – functional minor issue mission critical function is not available operations can continue in a restricted fashion Launching site, publishing new module(s) 	Within 4 business hours
Medium priority	<ul style="list-style-type: none"> Design, test, demo site issues How to / configuration questions Installation, licenses, server issues Performance issues Upgrade, publish issues 	Within 8 business hours



Low priority	<ul style="list-style-type: none">• Visual, layout issues, other minor issues	Within 3 business days
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Response Time

Intellect will prioritize any issues as provided herein and respond within the given time frames. In addition to confirming the receipt of the challenge, Intellect will examine the matter, start investigation and will provide the client with the outline of resolution steps and the expected time frame for the resolution.

Resolution Time

Resolution and a path forward to our customers is provided either as an answer to a question, screensharing session, work arounds, or a software/database patch, depending on the type of challenge. Urgent support level items, and on occasion high priority items, are immediately escalated, prioritized and typically receive a resolution between 0-10 days depending on the type of challenge. Software boundaries will be reported as feedback and will be evaluated based on overall platform growth and roadmap.

Enhancement Requests

Although Intellect Technical Support logs customer requests for enhancements, enhancement requests are not characterized as product defects or errors and therefore are not part of this Customer Care Policy. Enhancement requests are classified in separate priority categories, and are not characterized as Urgent, High Priority, Medium Priority or Low Priority for purposes of this Support policy.

CONTACT INFORMATION

Customers may contact the technical support department during Intellect's normal business hours as defined earlier:

Intellect
6100 Center Drive, Suite 1150
Los Angeles, CA 90045
Monday - Sunday: 24/7*
*Weekends are limited to email support

Helpdesk: <http://connect.intellect.com>
e-mail: support@Intellect.com
Tel: 800-558-6832 - Option 2
Fax: 866.622.7122