

**CORTI AMERICA, INC. SERVICE AGREEMENT
COVER SHEET**

CORTI AMERICA, Inc. 3401 N. MIAMI AVE. STE 230, Miami, Florida, United States 33127 ("Corti") and Customer herewith agree to the following use terms and conditions regarding the usage of Services mentioned below Services by Customer.

Customer Information:

Company Name	Sumter County, Florida				
Business Contact	Stephen Kennedy	Title	Assistant County Administrator		
Street Address	7375 Powell Road				
City	Wildwood	State	FL	Zip Code	34785
Organization Type	PSAP	Phone	352-689-4400		
E-mail	stephen.kennedy@sumtercountyfl.gov	Website	www.sumtercountyfl.gov		
Technical Contact		Phone			

The initial minimum Usage Period is agreed to be:

12 months or 24 months [X]36 months starting from the Commencement Date ("Usage Period"):

The Usage Period shall be renewable for the same period unless it is terminated by either party with a period of 90 days before the end of each Usage Period. Enterprise Police Department may cancel without cause within the initial period of 90 with written notice.

Services:

CORTI Services	Maximum Number of Calls a Year	Usage Fee (yearly)
Clear Fire	9,000	\$2,250
Voyager AI Medical	21,000	\$21,000
Total	30,000	\$23,250

Usage Location (if different from Customer's information above):

Street	City	State	Zip Code

Customer agrees that CORTI is entitled to increase the Usage Fee by a maximum of 5% at the beginning of each Usage Period, but not earlier than 12 months after commencement of this Agreement.

Customer agrees to receive information regarding further product developments and enhanced usage of the Services from CORTI. Customer may waive the agreement for receiving such information at any time by sending a written notice or an email to info@corti.ai.

Acceptance of Usage Terms and Conditions by Customer:

Customer has read, understood and accepts the Terms and Conditions of the Agreement attached hereto.

Electronic Execution. The parties hereby agree to execute this Agreement using electronic means including the use of electronic signatures by the parties, which the parties agree shall have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. The Customer acknowledges that it has the ability to retain this Agreement either by printing or saving it.

Each signatory agrees that he or she has been authorized and has the authority to enter into the Agreement with an electronic signature on behalf of the applicable party and intends to sign this Agreement by applying his or her electronic signature as indicated.

Place: _____ Date: _____ Signature CORTI: _____

Name: _____

Place: _____ Date: _____ Signature Customer: _____

Customer Initial: _____

Corti Initial: _____

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USAGE TERMS AND CONDITIONS

1. **Defined Terms.** As used in this Agreement, the following words shall have the following meanings:
- (a) *Administrator* means one or more individuals who are employees of Customer having responsibility for administration of the Services.
 - (b) *Agreement* means this Usage Agreement including all Exhibits, Amendments and Addendums.
 - (c) *User* means an employee of Customer who uses the Services.
 - (d) *Enhancements* mean updates, bug fixes, patches of the Services.
 - (e) *Commencement Date* means the date of first usage of the Services at the Usage Location.
 - (f) *Services* means the Object Code version of the specific Service's program as set forth on the Cover Page, including Enhancements and any New Releases thereto.
 - (g) *Services Level Agreement* means as set forth on Exhibit A, attached hereto and incorporated herein by reference.
 - (h) *Usage Fees* means the fees payable by the Customer to Corti as set forth on the Cover Page to use the Services.
 - (i) *Mandatory Operating Environment* means the hardware and operating system configuration requirements necessary for the proper operation of the Services and usage of Services as set forth in the User Documentation.
 - (j) *New Release* means substantial new functionality or other substantial changes to the Services, and which is identified by a change in the second digit of the version number (e.g., version 1.2 to version 1.3).
 - (k) *Object Code* means the binary machine-readable version of the Service's program.
 - (l) *Server* means a single computer at the Usage Location or any addenda attached thereto on which the Service's program may be installed or used.
 - (m) *Usage Location* means Customer's location as set forth on the Cover Page.
 - (n) *Term* shall have the meaning as set forth on the Cover Page.
 - (o) *Use Restrictions* has the meaning assigned in Section 3.
 - (p) *"User"* means the number of authorized users of the Services as set forth on the Cover Page.
 - (q) *User Documentation* means all instructions, specifications, operating manuals, user manuals, installation instructions, trouble-shooting guides and other written materials relating to the Services published from time to time by the Corti and made available to Customer.
 - (r) *Warranty Period* means a ninety (90) day period commencing on the Commencement Date.
2. **Usage.** Subject to Customer's payment of the Usage Fee and its compliance with this Agreement, including without limitation the Use Restrictions, Corti grants to Customer for the Usage Period, a personal, nonexclusive, non transferable, non-assignable right to use the Services. No other right to use or license under any patents, copyrights, trademarks, trade secrets, or any other intellectual property rights, express or implied, are granted to Customer.
3. **Use Restrictions.** The right grant in Section 2 is subject to the following conditions and restrictions ("Use Restrictions")
- (a) Use of the Services will be solely by the Administrator or Users.
 - (b) Services shall only be installed in the Corti cloud (Microsoft Azure or Amazon AWS) or Customer cloud.
 - (c) Customer will not modify, enhance, revise, alter, reverse engineer, de-compile, or disassemble the Services.
 - (d) Customer shall not distribute, sublicense, rent, loan, lease, export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, the unmodified Services under this Agreement.
4. **Copyright Limitations.** The Services are licensed, not sold to Customer, for use only in accordance with this Agreement. Corti reserves all rights not expressly granted to Customer. The Services are protected by United States copyright laws and international copyright treaties, as well as by other intellectual property laws and treaties. Except as expressly permitted herein, Customer may not copy any of the Services or any associated User Documentation. Additionally, Customer may reproduce all User Documentation for use solely by Administrators and Users provided that; Customer reproduces all copyright, confidentiality and other proprietary notices that are on the original copy of the User Documentation.
5. **Fees.** During the Usage Period and as consideration for the use of the Services, Customer shall pay the Usage Fee as set forth on the Cover Page.
- (a) All Fees are exclusive of any applicable sales, use, excise or similar taxes.
 - (b) Fees can be paid on a monthly or annual basis upfront.
 - (c) The Usage Fees are due as indicated on the relevant invoice.
6. **Warranties.** Subject to the limitations and exclusions set forth in Section 7, below, Corti warrants to Customer that during the Warranty Period:

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- (a) the Services will operate substantially in conformance with the applicable User Documentation;
- (b) Services as provided by Corti to Customer will contain any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than an Administrator or User, or any virus, Trojan horse, worm, or other software routines designed to permit unauthorized access; to disable, erase, or otherwise harm software, hardware, or data; or to perform any other such actions.

7. Warranty Limitations and Exclusions. Corti's warranties set forth in Section 6 are subject to the following limitations and exclusions:

- (a) Corti's warranties do not extend to operation of the Services on any hardware configuration, or in any operating environment other than the Mandatory Operating Environment.
- (b) Corti's warranties exclude improper use of API or improper integrations to other systems, such as: Electronic Health Records, Hospital Information Systems, Dispatch Systems, Research Systems, Phone Systems, Audio Recording Systems etc.
- (c) Any accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electrical power, air conditioning or humidity control; failure of rotation media, excessive heating, fire and smoke damage; operation of the Services with other media and hardware, software, network or telecommunication interfaces; or causes other than ordinary use;
- (d) improper installation of the Services;
- (e) use of the Services by Customer that deviates from any operating procedures established by Corti in the User Documentation;
- (f) any upgrades or modifications to the Mandatory Operating Environment that may be required for the proper operation of the Services.
- (g) Corti's warranties do not extend to operation of the Services in conjunction with any computer program (e.g., "terminate and stay resident" utility programs) other than as defined in the User Documentation.
- (h) Except as may be expressly agreed in writing by Corti, Corti's warranties do not apply to:
 - i. any copy of the Services that is modified by any person other than Corti; nor
 - ii. use of the Services other than in accordance with the most current User Documentation; nor
 - iii. bugs caused by defects, problems, or failures of hardware or software not provided by Corti; nor
 - iv. misuse of the Services
 - v. bugs caused by negligence of any other person other than Corti (including Customer).

Corti does not warrant:

- vi. that the functions performed by the Services will meet Customer's requirements or will operate in the combinations that may be selected for use by Customer, nor
- vii. that the operation of the Services will be error free in all circumstances, nor
- viii. that all defects in the Services that are not material to the functionality thereof as set forth in the User Documentation will be corrected, nor
- ix. that the operation of the Services will be uninterrupted or error free.

All costs and expenses of Corti incurred in diagnosing or fixing any abovementioned exclusions shall be billed separately by Corti.

THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND CORTI DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CORTI KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, CORTI EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN CUSTOMER WITH RESPECT TO THE SERVICES OF ANY PART THEREOF.

8. Limitation of Remedy and Damages.

CORTI SHALL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR LOSS OF REVENUE, ARISING FROM OR RELATED TO THE OPERATION OR USE OR MISUSE OF THE SERVICES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, AND CLAIMS AGAINST

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CUSTOMER BY ANY THIRD PERSON, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD CORTI HARMLESS FOR ANY AND ALL MISUSE OF THE SERVICES(S).

IN NO EVENT SHALL CORTI'S AGGREGATE LIABILITY TO CUSTOMER (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY CUSTOMER), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER.

9. **Confidentiality.** Customer acknowledges and agrees that any and all information emanating from Corti's business in any form is "Confidential Information," and Customer agrees that it will not, during or after the term of this Agreement, permit the duplication, use, or disclosure of any such Confidential Information to any person (other than an employee, agent, or representative of the other party who must have such information for the performance of its obligation hereunder), unless such duplication, use, or disclosure is specifically authorized by the other party in writing. Customer shall: (a) not disclose any Confidential Information to any third person without the express written consent of the disclosing party; (b) not use, directly, indirectly, or in concert with any other person, any Confidential Information for any purpose other than the performance of their obligations under this Agreement; (c) use reasonable diligence, and in no event less than that degree of care that such party uses in respect to its own confidential information of like nature, to prevent the unauthorized disclosure or reproduction of such information. Without limiting the generality of the foregoing, to the extent that this Agreement permits the copying of Confidential Information, all such copies shall bear the same confidentiality notices, legends, and intellectual property rights designations that appear in the original versions.

For the purposes of this Section, the term "Confidential Information" shall not include: information that is in the public domain; information known to the recipient party as of the date of this Agreement as indicated by the recipient's written records, unless the recipient party agreed to keep such information in confidence at the time of its receipt; and information properly obtained hereafter from a source who is not under an obligation of confidentiality with respect to such information; is independently developed by the receiving party through persons who have not had, either directly or indirectly, access or knowledge of such Confidential Information which can be verified by independent evidence; or is obligated to be produced under a court order of competent jurisdiction or a valid administrative or congressional subpoena. Customer acknowledges that a breach or threatened breach of its obligations hereunder would cause immediate and irreparable harm to Corti for which monetary damages would be an inadequate remedy, and that Corti shall be entitled to injunctive relief without the necessity of posting bond or other security.

10. **Notices.** All notices required to be given hereunder shall be in writing and shall be deemed to have been given upon deposit in first class mail, sent through a nationally recognized courier service, or transmission by confirmed telefacsimile as follows:

	Corti	Customer
Name	CORTI AMERICA, Inc.	Sumter County, Florida
Address	3401 N. MIAMI AVE. STE 230 Miami, Florida 33127	7375 Powell Road Wildwood, FL 34785
Attn:		Stephen Kennedy
eMail:		stephen.kennedy@sumtercountyfl.gov
Phone:		352-689-4400

11. **Term and Termination.** This term of this Agreement will begin on the Usage Commencement Date and continue ("Term") unless terminated in accordance with the following:

- (a) By Customer by providing Corti with at least ninety (90) calendar days prior written notice following the initial twelve (12) month period;
- (b) by Corti if Customer fails to make any payment when due upon not less than ten (10) days prior written notice to Customer;
- (c) by either party if the other party breaches any provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party; or
- (d) by either party, immediately upon written notice to the other party, if the other party (i) files, or has filed against it, a petition under any law relating to insolvency or the protection of creditors, or (ii) makes an assignment of the benefit of creditors, or (iii) has a receiver or similar official appointed for all or substantially all of its assets.

12. Dispute Resolution

- (a) Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement (the "Dispute") shall be resolved solely in

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accordance with the terms of this Section, except as reserved in this Section 15. Each party reserves the right to seek an injunction or other equitable relief in court to prevent or stop a breach of this Agreement or a violation of any rights that such party has under statutory law.

- (b) If the Dispute cannot be settled by good faith negotiation between the parties, Corti and Customer will submit the Dispute to non-binding mediation. If complete agreement cannot be reached within thirty (30) days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with paragraphs (c) and (d) below. The Federal Arbitration Act, 9 U.S.C. Sections 1 to 15, not state law, will govern the arbitrability of all Disputes.
- (c) A single arbitrator who, unless otherwise agreed, is an attorney knowledgeable in the computer software field or in commercial matters will conduct the arbitration. The arbitrator's decision and award will be final and binding and may be entered in any court with jurisdiction. The arbitrator will not have authority to limit, expand or otherwise modify the terms of this Agreement. The place of the arbitration shall be Atlanta GA. The arbitrator will not be empowered to determine issues of arbitrability nor to award exemplary or punitive damages. On motion, the arbitrator may determine to offer limited discovery, but in determining whether to permit discovery shall balance the benefit of the requested discovery against the burden on the party against whom discovery is sought.
- (d) The mediation and, if necessary, the arbitration will be conducted under the then current rules of the alternate dispute resolution ("ADR") firm selected by the parties, or if the parties are unable to agree on an ADR firm, the parties will conduct the mediation and, if necessary, the arbitration under the then current rules and supervision of the American Arbitration Association. Each party will each bear its own attorneys' fees associated with the mediation and, if necessary, the arbitration. The parties will pay all other costs and expenses of the mediation/arbitration as the rules of the selected ADR firm provide. The parties and their representatives shall hold the existence, content and result of the mediation and arbitration in confidence.

13. Third Party Data

- (a) Third-Party data stored via the Corti Cloud is the property of the Customer.
- (b) Corti shall protect any Third-Party Data, including personal data and any data confidential, in accordance with Corti then current Data Security provisions, incorporated by reference at <https://www.corti.ai/data-security>.

14. General Terms

- (a) Customer may not assign or transfer, by operation of law or otherwise (including merger or consolidation with any other entity) any of its rights under this Agreement to any third party without the prior written consent of Corti. Any assignment or transfer without Corti's consent shall be null and void.
- (b) Corti shall not be responsible for failure or delay in supplying or delivering any Services, or other performance hereunder which is caused by an event of Force Majeure. "Force Majeure" means any circumstance whatsoever which is not within the reasonable control of a party, including an act of God, war, insurrection, riot, strike or other labor dispute, shortage or delay in delivery of materials, fire, explosion, flood, government requisition or allocation, breakdown of or damage to plant, equipment or facilities, interruption or delay in transportation, fuel supplies or electrical power, embargo, boycott, order or act of civil or military authority, legislation, regulation or administrative rules, or any inability to obtain or maintain any governmental permit or approval.
- (c) This Agreement will be governed by the internal laws of the State of Florida without reference to conflicts of laws principles. THE PARTIES AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT.
- (d) If any provision of this Agreement is held invalid or unenforceable in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby, and the provision held wholly or partly unenforceable or invalid will be deemed amended, and the court or other adjudicative body is authorized to reform such provision(s) to the minimum extent necessary to make them valid and enforceable in conformity with the intent of the parties as manifested in this Agreement.
- (e) The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this Agreement.
- (f) This Agreement will be binding upon and inure to the benefit of the parties and their successors and assigns permitted by this Agreement.
- (g) This Agreement constitutes the complete and exclusive statement of the agreement between Customer and Corti, and supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of the Services.

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(h) This Agreement, including any exhibits, addenda, schedules and amendments, has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. Each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties and this Agreement. This Agreement shall be interpreted in the English language.

(i) Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.

(j) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**

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Exhibit A

Service Level Agreement - Support and Maintenance (2021)

Definitions

In these terms and conditions, defined terms and expressions with capital letters shall have the meaning set out below:

Corti Representative. Corti will appoint a representative who will be the customer’s main point of contact.

Customer Representatives. The Customer will appoint a representative who will be Corti’s main point of contact in case of an error or inquiry.

Error means Any kind of material software error that leads to Corti failing to comply with the defined software specifications.

Priority 1 Error means an error that makes the system inoperable or causes a complete failure of the software leading to a major disruption/Impact.

Priority 2 Error means an error that substantially degrades the performance of the software or materially restricts the end-user’s usage of the software.

Priority 3 Error means an error causing only a minor impact on the User’s use of the software.

Ticket. A ticket is a case opened with Corti’s customer support team regarding a Corti-related error that has occurred.

Error Correction means a bug fix, patch, modification, or addition that brings the software back to material conformity, based on the software specifications.

Updated Version means any new commercially deployable version of the software, which may include Error Corrections, upgrades, and new features that Corti wishes to perform.

Business Hours means the hours of 09:00 to 17:00 EST on a Business Day.

User Obligation. The Customer will assign at least three administrative employees (“Customer Representatives” or “Customer Administrators”) who will be capable of answering questions, explain changes, and handle simple and complex requests from the Customer’s own end-users/employees with respect to the software.

Basic Training. Corti will provide training, documents, and materials to the Customer Representatives to enable the Customer Representatives to provide basic technical and functional support.

Error Procedures. This document will outline Corti’s Error Procedures. Customer Representatives should always use

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Corti’s Error Procedure, as set out in Clause 3 and 4, when reporting an error, idea, or inquiry to Corti to ensure a continuous flow of information.

Customer Support Board. Corti will as a part of the arrangement implement a customer support board where the end-users and customer representatives can communicate with Corti’s support team, find training and support material, and read updates from Corti’s support team to ensure fast and seamless communication.

Support Services. Corti will as a part of this agreement deliver 3rd level support and maintenance in respect of Corti’s provided Software as set out in this SLA consisting of:

- a. Corti will respond to Customer Representatives with the utmost haste as defined in this agreement.
- b. Corti will correct errors and fix bugs that the Customer is unable to resolve.
- c. Corti will perform periodic delivery of error corrections and software updates.
- d. Corti will support the Customer Representatives in the maintenance of Corti provided servers.
- e. Corti will upgrade the Software to the newest version of the software when able to.
- f. Corti will share best practices with the Customer and the end-users to secure optimal use and business outcomes.
- g. Corti will offer basic training material, which will be kept updated and available.

1. Scope and purpose of these terms and conditions

- 1.1 Corti and the Customer shall together be referred to as the “Parties” and individually shall be referred to as a “Party”.
- 1.2 The SLA and any deliveries hereunder are governed by the Usage Agreement.
- 1.3 By installing or using the Services, the Customer accepts all of the terms and conditions set out in the Usage Agreement and in this SLA. If the Customer does not wish to be legally bound by the terms and

conditions of these agreements, do not install or use the Services.

2. Assumptions

- 2.1 All 1st and 2nd line support is carried out by the Customer.
- 2.2 Corti will ensure a handover of information, so that the Customer can provide 1st and 2nd line support and have a full disaster recovery plan in place.
- 2.3 Furthermore, Corti's obligation to provide Support Services is based on the assumption that:
 - a. Customer Representatives have the necessary technical qualifications and completed the training provided to provide first and second level support;
 - b. Customer Representatives provide any necessary information and connection lines/access specified by Corti in order to assess or correct identified errors or problems;
 - c. Customer follows all reasonable directions given by Corti in respect of use of the Software and as set out in the Documentation for said Software (cf. the Usage Agreement); and
 - d. Corti does not provide support in respect of software or hardware not provided by Corti.
- 2.4 Corti will take part in a maximum of two disaster recovery drills/exercises per year that will be quoted following the consultancy fee. These exercises need to be planned and scheduled at least [6 months] in advance.
- 2.5 Notwithstanding in 3.1, Corti shall, if necessary, provide Support Services but any costs related hereto shall be borne solely by the Customer and Customer shall cover any additional costs of Corti as a result of such circumstances.

3. Support Procedures.

- 3.1 The Customer Representatives will refer any Corti-related error to the Corti Representative if the Customer Representatives, after rigorous testing, could not solve the problem that is obviously related

to a malfunction in the provided software or hardware.

- 3.1.1 When reporting an error, the Customer Representative will create a ticket. The ticket has to clearly state the error in reasonable detail and the circumstances under which the error occurred or is occurring. The Customer Representative will initially classify the Error as Priority 1, 2 or 3.
- 3.1.2 Corti can later choose to re-classify the error type and notify the Customer Representative.
- 3.1.3 The Customer Representatives will assist Corti's support team in gathering information, to enable them to identify problems with respect to the reported error.
- 3.1.4 Depending upon the priority level of the error type, Corti will commence verification of the error within due time as defined below in Appendix 1; and, upon verification, commence error correction.
- 3.1.5 Corti will work diligently to verify the error, and, once an error has been verified and until an error correction has been provided, keep the Customer Representative in-loop on the case development both through email and the customer support board in the end-user software. The frequency in the communication will as a minimum follow the guidelines defined in the table below Appendix 1.
- 3.1.6 Corti shall exercise commercially reasonable efforts to correct any error reported by the Customer Representative in accordance with the priority level assigned to such error by the Customer Representative.

4. Changes to Procedures

- 4.1 The Parties acknowledge that from time-to-time Corti may update their support processes addressed in this agreement by sending such updates to the Customer's management team and the Customer Representatives with reasonable notice.

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Appendix 1 - Overview of Incident Categories

In the table below, Corti's support procedures for each error type is defined. The time requirements set out are within Business Hours.

Priority	Response Process	Communication	Response time	Error Verification	Error Correction Initiation	The frequency of Status Reports
Priority 1	Until a fix has been provided and confirmed, or the ticket has been downgraded, Corti will treat this as the highest priority.	Telephony or e-mail in addition to a support ticket.	Within [2] hours of support ticket being created Corti will have initiated error verification.	Within [12] hours of support ticket being created Corti will have verified the error.	Straight after error verification.	Every [2] hours until the error is resolved from the point of verification.
Priority 2	Corti will proceed with a fix as medium priority work, according to the schedule mutually agreed on by both Corti and Users Customer Representatives.	Support ticket and email to the Customer Representative.	Within [4] hours of support ticket being created Corti will have initiated error verification.	Within [24] hours of support ticket being created Corti will have verified the error.	If there is no quick solution, the error verification will be initiated after an agreement is reached with the Customer Representative.	The status will be available on Corti's Support platform and a [bi-weekly] update will be sent by Corti's Customer Representative until the error is resolved.
Priority 3	Corti will proceed with the fix as low priority work and include it in the next upgrade being released.	Support ticket.	Within [12] hours of support ticket being created Corti will have initiated error verification.	Within [24] hours of support ticket being created Corti will have verified.	Corti will plan with the Customer Representative to include a fix in the next software update.	The status of the error will be available on Corti's Support platform until the problem is resolved.

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