TouchPoint
Support & Service Level Agreement (SLA)
for Customer

Cogent Innovations Private Limited

Restricted

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1. Confidentiality Agreement

This document is confidential and has been provided exclusively to the recipient specified herein. By accepting this document, the recipient agrees that its contents shall remain strictly confidential and shall not be disclosed, shared, or discussed with any third party without the express written consent of the issuing party. Any unauthorized disclosure or discussion of the information contained in this document may result in legal action.

2. Service & SLA Objective

This Support Service Level Agreement (SLA) outlines the terms, conditions, and scope of support services provided by Cogent for the TouchPoint software. The purpose of this document is to establish a clear understanding between Cogent and the Customer regarding the support services, response times, resolution processes, and the responsibilities of both parties.

This SLA applies to the standard and extended warranty periods for the TouchPoint software and defines the types of issues covered under support, the methods of reporting and tracking issues, and the escalation process for unresolved issues. Additionally, this document clarifies the services that are out of scope and may require separate arrangements.

Cogent is committed to delivering high-quality support services to ensure the smooth operation and optimal performance of the TouchPoint software. This SLA is designed to provide the Customer with confidence in Cogent's ability to address and resolve issues promptly, maintain software reliability, and meet the agreed-upon service levels.

By adhering to the guidelines and processes detailed in this SLA, both Cogent and the Customer can work together to effectively manage and resolve any technical issues, ensuring continued satisfaction and success in using the TouchPoint software.

3. Service Agreement

3.1. Scope of Work

The scope of support is limited to addressing bugs and defects found in the TouchPoint software and hardware supplied by Cogent such as:

- Bug fixing to correct software errors
- Code corrections to overcome malfunctions
- Resolving application issues in order to bring the application into substantial conformity with the operating specifications
- Issues related to acceding the application (example, user is not able to login to the application)

- Fixing issues related to the configuration
- TouchPoint patch updates for fixing the bugs
- Security patch update that addresses security vulnerabilities in the application
- Compatibility patch update to improve the compatibility for the application.

3.2. <u>Out of Scope</u>

- Any requests related to Configuration, Data Import or Master data entry, Training and Compliance
  - Configuration:
    - Such as workflow changes, adding or removing of fields, validations, new sub-registers, email template changes, SMS template changes, pass template changes, etc.
  - Data Import or Master data entry:
    - Creating or modifying employee data, importing employee details (excel upload), uploading appointment excel, data modifications in the screens or database, backend data corrections, etc.
  - Training:
    - Upon the completion of the initial implementation, comprehensive training was provided to both end users and administrators. Any additional training for new team members or re-training for current users would fall outside the scope of our original agreement.
  - Compliance:
    - Adherence to any compliance requirements after the implementation of the application like vendor assessment, information security assessment, cyber security risk assessment, etc.

- New requirements, changes requests, integration with third-party software, re-installation and TouchPoint version upgrades

- Issues caused due to changes made to the initial installation of the TouchPoint application files or database by the customer without approval from Cogent. In this case, the warranty/extended warranty will not be applicable and Cogent will not do the support to the customer.

- Issues due to software and/or hardware which are incompatible with the version of TouchPoint as specified in the System Requirements document shared with the Customer prior to installation.

  - Example:

    - If the installed TouchPoint version supports .NET Framework 3.5 and customer is upgrading the .NET Framework to 4.8.x which might cause some issues in the application because that version of TouchPoint not tested against .NET Framework 4.8.x

- Issues caused by the customer's computer or server, including operating system, third-party software, internal IT policy changes, network, antivirus software, and firewall rules.
  - ➢ Example:
    - Any changes in the internal IT policy changes might block the Webcam to capture the visitor photo. Any changes in the firewall rules might block the email or SMS notification
- Performance, database tuning of the software and data archival.
- All other issues which are not caused by Cogent

3.3. Service Assumptions

As support will be provided remotely, assuming the below points.

- Internet connection should be available to the server for on premises and customer cloud deployments
- Internet connection should be available to the client machines
- Remote access to the server should be feasible with remote tools like WebEx, Teams, TeamViewer, AnyDesk, etc.

4. Software Warranty / Maintenance

4.1. Warranty

Cogent provides a one-year warranty against bugs and defects in the TouchPoint software, starting from the date of purchase. During warranty periods, Cogent will offer support to address all issues related to software bugs as outlined in this document.

4.2. Extended Warranty / Annual Maintenance

After the initial one-year software warranty period, customers may sign up for an annual extended warranty to continue receiving support for the TouchPoint software. The extended warranty must be signed from the expiry date of the original or previous extended warranty contract, without any breaks

5. End-of-life (EOL)

TouchPoint versions older than three years (typically two years with an additional one-year grace period) from the current date will transition out of active support. While these versions will no longer receive updates, patches, or enhancements from Cogent, it's important to be aware that they may face potential security risks and compatibility challenges with evolving technologies

6. Operational SLA

6.1. Severity Level

In the event of errors or issues that affect the availability of the TouchPoint software application, or significantly impact its capacity, capabilities, and/or operating functions, Cogent will take all necessary actions to resolve these issues and ensure the normal operation of the TouchPoint software, following the procedures and timelines outlined below.

All changes and fixes will undergo thorough testing according to internal processes before being delivered. Software issues will be classified as follows:

Severity Level	Description	Examples
Outage (S1)	• Complete loss of cloud SaaS services. • Production application is down or major malfunction resulting in the application inoperative condition • Issues causing a complete loss of service or critical business operations are halted	• Application is not accessible • No user can log in
Stopper (S2)	• A critical problem rendering the system inoperable or unusable • High number of users unable to perform their normal functions in the application • Specific functionality is mission critical to the business which is not working as expected	• Confidentiality or Privacy is breached • Customer data loss • Unable to print from application • Important workflows are not triggered as expected • Visitors cannot be checked in • Material Requests cannot be created
Significant (S3)	• A significant problem that makes the system operationally inconvenient • Something major is not working, but the system is still usable to an extent. • In general, the system is working normally except for a limited portion.	• Application slowness • Missing or incorrect reports • Problem affecting single user access to systems.
Minimal (S4)	• The system is still fully usable with limitations or workarounds. • A minor problem or inconvenience that does not reduce the system's	• Suboptimal software behavior without affecting functional integrity • Minimal performance degradation • Error message with workaround

	operational capacity and for which a workaround is available.	
Information (S5)	• This request is about something with no system impact. This includes things like feature requests, general inquiries, etc. • How-to requests, clarifications, etc.	• Requests for advice on product usage • Clarification on product documentation • Product enhancement request

6.2. Service Response & Resolution

6.2.1. Response Time: The time from when a support request is received until a response is provided to the customer by Cogent support team. Initial Response time by Cogent Support team for all severity levels will be with an hour.

6.2.2. Resolution Time: The time it takes to fully resolve the issue after the initial response *(often defined separately in the agreement).* The resolution time represents the total duration required to fully resolve a reported issue.

Severity Level	Resolution Time		
	Cloud / SaaS	On-premises	Customer Cloud
Outage (S1)	2 – 3 Hours	3 – 4 Hours	3 – 4 Hours
Stopper (S2)	6 – 10 Hours	10 – 16 Hours	10 – 16 Hours
Significant (S3)	10 – 16 Hours	16 – 24 Hours	16 – 24 Hours
Minimal (S4)	Next software update	Next software update	Next software update
Information (S5)	No SLA	No SLA	No SLA

(Software updates are typically scheduled for release every 3 to 6 months; however, the exact timeline may vary based on Cogent's requirements)

7. SaaS / Cloud Services Uptime

All our SaaS products will have a guaranteed uptime of 99%. Uptime is measured over each calendar month. It is calculated based on the number of minutes in the given month. Uptime measurements exclude periods of planned outages and routine maintenance.

8. Service Management

8.1. <u>Service Availability</u>

- Business hours from 09:30 AM to 05:30 PM Indian Standard Time
- Monday to Friday
- Support is not available on Saturdays, Sundays, or National and Regional holidays.

9. Reporting & Complaint Registration

Customers can report software issues and technical problems via the following channels:

- Email: tpsupport@cogentmail.com
- Ticketing System: https://support.fixmyvisit.com

Complaints received through any of the above channels will be routed to our Complaint Service Desk and a complaint number will be generated and an acknowledgement email will be sent to the customer. Customers can also track the status of the complaints based on the unique complaint number from anywhere.

All software bugs reported will be tested and released as a patch for the customer's version of TouchPoint.

10. Escalation Matrix

All issues reported by customers will be initially handled by a Support Executive.

Escalation Level	Contact Details	Escalation
Level – 1: Support Head	**Name:** Mr. Kesavan **Email:** kesavan@cogentmail.com **Mobile:** +91 75502 69908	If the issue is not resolved within the resolution time, then it will be escalated to Support Head.
Level – 2: Product Head	**Name:** Mr. Ram **Email:** ram@cogentmail.com **Mobile:** +91 73388 27626	If the issue is not resolved within 72 hours, then it will be escalated to Product Head automatically.

11. On-Request Services

- Activities outside the defined scope may be performed on a billable (hourly) basis.

- Cogent will begin working on the customer request after obtaining the Purchase Order from the customer
- Cogent Innovations will address any out-of-scope activities as outlined below,

11.1. Re-installation

11.1.1. Re-installation of TouchPoint by Cogent

- **Terms and Conditions Review:**

  - ➢ Based on the request, Cogent will send the updated terms and conditions for your review.

- **Re-Installation Process**

  - ➢ Cogent will promptly initiate the re-installation of the TouchPoint application after the customer provides the Purchase Order.

- **Data Recovery and Backup**

  - ➢ Cogent will make every effort to retrieve the old data if possible. However, in cases of system failure or data loss, the recovery of previous data cannot be assured. We recommend ensuring regular backups to maintain data integrity.

11.1.2. Re-installation of TouchPoint by Customer

- **Request for license key**

  - ➢ If a customer needs to re-install the TouchPoint application, Cogent should be notified to obtain a new license key.
  - ➢ Cogent will issue a new license key upon receiving the customer's request.

- **Post-Re-Installation Support**

  - ➢ In the event the customer experiences any issues with the application following a self-performed reinstallation, Cogent will proceed with a reinstallation in accordance to Section 11.1.1.

11.1.3. Key Point:

- Re-installation and data migration services are available for the last three versions of TouchPoint only. For more details, please refer to the 'End-of-Life' section (Section **5**)."

11.2. Customization

- The software is provided on an "As Is" basis, with features configured, demonstrated, and trained during the implementation phase. Any additional requirements identified during usage that extend beyond the scope of the existing product will be regarded as customizations. Such customizations fall outside the standard support process

11.3. Network Policy & Infrastructure Change Guidelines

- **Impact of Network or Infrastructure Changes**

  - ➢ Changes to the network policy, infrastructure, or firewall rules may affect the functionality of the TouchPoint application.

- **Pre-emptive Communication Requirement**

  - ➢ Customers should notify Cogent in advance of any planned internal changes that could impact the TouchPoint application.
  - ➢ This advance notice allows Cogent to implement necessary corrections or adjustments to prevent potential issues.

- **Scope and Additional Charges**

  - ➢ As these changes fall outside the standard scope of support, any issues that arise in the TouchPoint application due to network or infrastructure changes will be subject to additional charges.

- **Network Policies & Firewall Examples**

  - ➢ Restricting or blocking port numbers associated with Active Directory, Email, SMS, Database, and Application services may hinder access to the application.
  - ➢ Antivirus software could potentially obstruct application access.
  - ➢ App filters may impact the delivery of SMS messages.
  - ➢ Modifications to folder permissions and database access rights could result in limited application access.
  - ➢ Alterations to password policies, particularly those involving automatic password expiry, may interrupt application access, especially where these credentials are integrated into the TouchPoint application scheduler, application pool identity, or related processes.

- Examples **for Infrastructure Changes**

  ➢ Any changes to the infrastructure, such as operating system upgrades, hardware configuration enhancements, and similar updates, should be carefully assessed for their potential impact on application performance and stability.

11.4. <u>Version upgrade</u>

- TouchPoint application version upgrade will be part of add-on services. Customers are requested to upgrade to the new version of TouchPoint application to get the support services and get the latest features and benefits of the application. Version upgrade will include data migration as well. Please refer "End-of-Life" section 5

  These out-of-scope activities will be performed on a billable basis where possible

12. Policy Review and Update

- This policy will be reviewed annually or as needed to ensure it remains aligned with the company's objectives and regulatory requirements.