

# EXHIBIT A

## COMMERCIAL SOFTWARE SUPPORT POLICY

### I. Overview

This Commercial Software Support Policy (“Support Policy”) describes the policies and procedures under which Boxfusion provides support and maintenance services (“Support”) for its proprietary commercial software product SmartGov (“Software”).

Support is provided for the Software pursuant to the separate Subscription License Agreement, to which this is attached, under which Customer has purchased Support and is subject to the terms and conditions of that separate agreement and the terms of this Support Policy. Support is provided for the Subscription Term specified in the Order Form or Subscription License Agreement, or for the period otherwise specified in the Subscription License Agreement.

Support is provided through the Software’s online web-based support portal (the “Support Portal”), and if indicated on the Support Matrix (see Schedule 1, attached), also by telephone.

This Support Policy sets forth expectations for Support between the Customer and Boxfusion’s Customer Support, including:

- a) who is authorized to submit issues;
- b) how to submit issues;
- c) what types of issues are supported; and
- d) how and when Boxfusion resolves and closes reported issues.

### II. Scope of Support

#### **What Support Includes**

Boxfusion shall provide Customer with Support consisting of the following:

- a) Unlimited Bug fixes – Any defects identified during the Subscription Term in respect of the Software will be fixed at no additional cost. As to whether this is deemed a bug shall be in the sole discretion of Boxfusion.
- b) Software Updates – Boxfusion from time to time releases new versions of its Software which include bug fixes as well as functional and non-functional enhancements. Any new Software versions released during the Subscription Term will be made available to Customer for installation at its own discretion and at no additional cost.
- c) Annual Support and Maintenance Allowance - An additional allowance of dedicated Boxfusion Senior Developer and/or Support Engineer time as indicated in Schedule 1 or the Order Form will be available to Customer for use at its discretion to assist with any system related enquiries or tasks (over and above system defect related enquiries). This additional allowance is typically used for the following types of tasks:
  - i. Assisting Customer’s helpdesk with diagnosis and resolution of more complex issues

- ii. Customization of business rules and/or processes as they change
- iii. Installation of new Software Updates that are made available
- iv. Providing additional technical training

Any hours from the Annual Support and Maintenance Allowance left unused at the end of each 1 calendar year anniversary as from the Effective Date shall automatically expire.

- d) End-user Training – Up to a maximum number of training instances as stipulated in Schedule 1 or the Order Form will be made available annually for use by Customer. For each training instance Boxfusion will avail a trainer and assistant for a full day for the delivery of on-site training in a classroom format or one-on-one basis depending on the Customer's requirement. Multiple sessions may be scheduled on the same day time permitting. Should the delivery of training require travel outside of Gauteng, the cost of the travel will be for the Customer's account and will follow Customer travel policy. Any Training Instances unused at the end of each 1 calendar year anniversary as from the Effective Date shall automatically expire.

### **What Support Excludes**

The following are excluded from Boxfusion's Support obligations:

- a) Software that is used on or in conjunction with hardware or software other than as specified in the applicable Documentation;
- b) altered or modified Software, unless altered or modified by Boxfusion;
- c) defects in the Software due to accident, hardware malfunction, abuse or improper use;
- d) Support for unsupported releases or updates from unsupported releases;
- e) "beta" releases, evaluation software or other software provided at no charge;
- f) any Software sold separately by Boxfusion, including, without limitation, consulting code, unless generally made available to Boxfusion's subscription customers at no additional charge for the Software;
- g) training, customization, integration and any issues arising from non-standard usage of the Software;
- h) Other Support which is deemed excluded at the reasonable discretion of Boxfusion.

## **III. Incident Submission and Resolution**

Customer shall obtain Support by reporting individual issues to Boxfusion. Each individual issue reported to Boxfusion shall be tracked from initial report through final resolution (each such issue, an "Incident").

### **Submitting Incidents**

#### **Who May Submit Incidents**

Support is intended to provide assistance to individuals for issues and questions beyond what is covered in Documentation and introductory material. Customers are expected to make every effort

to ensure that the individuals that are designated as authorized contacts are qualified to support the Customer teams internally. To be qualified, these individuals should know the systems, , policies, and practices in use by the Customer, and they should also be proficient users of the Software. Each such qualified contact is a “Contact”.

Customer shall be entitled to designate the number of Contacts specified in the Support Matrix as authorized to submit support Incidents. Customer is responsible for designating at least one authorized Contact at time of purchase. That individual may submit change requests to the list of authorized support Contacts in writing through the channel(s) specified under Schedule 1.

### **How to Submit Incidents**

Incidents are to be submitted to Boxfusion by a Contact through the communication channel(s) (Support Portal and where applicable, by phone) specified under Schedule 1.

### **How to Report an Incident**

In order to expedite the resolution of Incidents, Boxfusion expects that Customer will make every attempt possible to:

- a) Verify that the Incident is reproducible on the supported platforms for the Software (as applicable).
- b) Provide information necessary to help Boxfusion track, prioritize, reproduce or investigate the Incident, such as, but not limited to, Customer name and organization.
- c) A full description of the issue and expected results.
- d) Category of issues: general question, defect, enhancement request, etc.
- e) Steps to reproduce the issue and relevant data.
- f) Any applicable log files or console output.
- g) Exact wording of all issue related error messages.
- h) Any special circumstances surrounding the discovery of the issue, i.e. first occurrence or occurred after what specific event, Customer’s business impact of problem and suggested priority for resolution.
- i) Identifying issue number in any ongoing communications with Boxfusion on an existing issue.

## **Support Response and Incident Resolution**

### **Software Incident Response**

For each Incident reported by Customer in accordance with these procedures, Boxfusion shall:

- a) Confirm receipt of the reported Incident within the acknowledgement time specified in the Support Matrix.
- b) Set a Priority Level for the Incident in accordance with the terms below.
- c) Begin responding to the Incident within the response time specified in the Support Matrix.
- d) Analyse the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Customer provide additional

information, logs and re-execution of commands to help identify the root cause and dependencies of the reported issue.

- e) Develop, test and install a software patch where Incident is caused by a system defect
- f) Give Customer direction and assistance in resolving the Incident.
- g) Keep a record of ongoing communications with Customer.
- h) Use reasonable commercial efforts to resolve the Incident in accordance with the target resolution times set forth in the Support Matrix.

### **Remote access**

Boxfusion will be provided with remote access to the Software to enable the rapid diagnosis and resolution of incidents.

### **Stop Clock Incidents**

Measurement of the resolution time is interrupted by any occurrence beyond the reasonable control of Boxfusion and caused without its fault or negligence to the extent it prevents Boxfusion to render the services. These occurrences include but are not limited to the following:

- a) No or delayed access to Customer premises to restore the Services;
- b) Any Customer action that the Service Provider is dependent on to resolve the incident including but not limited to testing and the contactability of Customer;
- c) Scheduled and agreed downtime e.g. for maintenance purposes.
- d) Reasonable travel time to Customer location

### **Priority Levels**

NT will prioritize Incidents according to the following criteria:

P1 = Issues which make the Software completely inaccessible or the majority of its functionality unusable for Customer.

P2= means an issue that significantly degrades performance of the Software or materially restricts Customer's use of or the functionality of the Software.

P3= means an issue that causes only a minor impact on Customer's use of the Software.

P4= means any other request for guidance or information.

### **Resolution and Closure of Incidents**

Incidents shall be closed in the following manner:

For solvable issues, depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or where incident is due to a system defect, bug fix or creation and installation of a software patch.

In the event that custom or unsupported plug-ins or modules are used, Boxfusion may ask, in the course of attempting to resolve the issue, that the Customer remove any unsupported plug-ins or modules. If the problem disappears upon removal of an unsupported plug-in or module, then Boxfusion may consider the issue to be resolved.

For issues outside of scope of Support, Boxfusion may also close issues by identifying the Incident as outside the scope of the Support or arising from a version, platform or usage case which is excluded from the Support Policy.

# Schedule 1

## Software Support Matrix

### POLICY TERMS

Coverage Hours	Business Hours (8 a.m. to 4:30 p.m)
Supported Channels	Support Portal and Email
Supported Contacts	As per Order Form
Annual Support and Maintenance Allowance	As per Order Form
Annual Training Instances	0
	P1 – 30 mins
Acknowledgement Time	P2 – 30 mins
	P3 – 60 mins
	P1 – 4 hours
Target Resolution Time	P2 – 8 hours
SUBSCRIPTION TERM	P3 – Next Software Update
Term	The same period as the then-current Software Subscription Term