

# Clock PMS Support Terms and Conditions

Version: 2

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We (“we”, “us”, “our”) are Clock Software Ltd., with a registered office at 27 Redcliffe Gardens, London, SW109BH, United Kingdom and company number: 08008667; Klok OOD registered in Bulgaria, with a registered office at 20 Strandzha Street, 9000 Varna, Bulgaria, with company number 103135417, and any affiliated company of theirs (“Clock Group”).

We clearly understand the importance of the Support we provide for you. That is why we have established strict Support. The present document (“Support terms”) provides the terms and conditions under which you can use our Support. By subscribing to, by ordering or by using our Support, you accept and agree to our Support Terms. The Support plan included into your Subscription (if any) will be clearly defined in your Agreement.

Present Support terms are integral part of our General terms and conditions for end-users (“General terms”). All common definitions used in the present Support terms are defined and described in the General terms.

Please note that our Support Terms apply only to the User support provided by us. Different support terms may apply to the User support, provided by our Agents. In such case, the respective Agent shall make them available to you.

## Support definitions

“Application support”. Clock Software will use commercially reasonable efforts to make our Software available with a Monthly Uptime Percentage (defined below) of at least 99.9% (the “Service Commitment”), in each case during any monthly billing cycle. In the event our software does not meet the Service Commitment, you will be eligible to receive a SLA Service Credit as described below if such a guarantee has been included in your End-user agreement.

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which our Software, as applicable, was in the state of “Unavailable”. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion (defined below).

“Unavailable” and “Unavailability” mean: when all running instances of our Software, running on the same server where your account instance is hosted, have no external connectivity, or when a software defect is causing complete or significant interruptions of the operations or the availability of our software. Unavailability will also be any period between the time of registration and the time of resolution of any Critical Software Defects. The definition of Critical Software Defects and the procedure for their resolution is stipulated below.

“Critical Software Defect”, or simply “Defects” will be any software bug, (i.e. behaviour of the Software different from the planned as per the system design, that causes complete interruption or significant disturbance of the entire Software or of Software feature that directly impacts your capacity to accept bookings, register charges or register payments with the GUI of our software, to which we have been unable to provide a workaround. Under no circumstances, Critical Software Defects will be: (i) Error messages, interruptions, significant disturbance or malfunctions, returned by or caused by OTAs or other distribution channels, connected to the integrated channel manager; (ii) Error messages, interruptions, significant disturbance or malfunctions, returned or caused by the operations or outage of third party systems, such as but not limited to payment processing gateways, channel managers, door lock devices, or other interfaced systems; (iii) Error messages, interruptions, significant disturbance or malfunctions, returned or caused by any 3<sup>rd</sup> party software or by our API; (iv) Error messages,

interruptions, significant disturbance or malfunctions, caused by wrong system settings, login, usage of incompatible technical means or methods.

“User support” is the Support we provide to you, your employees or subcontractors based on support requests, initiated by you or initiated by us as an attempt to prevent or resolve unreported by you issues related with the normal, legal, permitted, or licensed use of our Software. This includes but is not limited to assisting you to configure or re-configure our Software for your needs; training on how to use our software; activation, deactivation or re-activation of Software features or interfaces including liaising or coordinating with third party providers; analysis of data or reports, processed or stored in your account; liaising with third parties to identify issues with your online distribution; handling alerts and requests related with data privacy, credit card and payment security, tax fraud prevention or any other such requested by you, by an authorised government, credit or other institution or entity. However, User support excludes all Developers' services.

“Support Request” means each and all instances of providing User support to you. For clarity, we will track each Support request and the actions for their resolution in a separate support ticket (“Ticket”).

You will be able to submit new Support requests, to track the progress or amend important information and evidence to the existing ones and to review previously resolved Tickets in our support system (“Support system”), available from a link in our Software or one provided to you in writing. You will submit all Support requests only through our Support system.

“Billable time” will include the overall time spent by our Support agents on processing and resolving your Support requests, including actions performed in the attendance or in the absence of your staff, remotely or on-site. We will be entitled to round the billable time to minimum billing intervals, where rounding will be clearly noted in prior in your Agreement or in the specifications of the relevant Support service.

“Support plan” or “Inclusive Support” means the combination of Application support and User support, including applicable volumes, coverage, reaction times, additional terms, and restrictions, as stipulated in your acting Agreement. In case you don't have any Support plan included in your current Subscription, the Support terms as published at our website or as sent to you in writing in reply to each Support request will apply.

“Service credit” will be a non-monetary voucher unit that you can use to cover the Billable time on your Support requests.

“SLA Credit” is a monetary credit, calculated as set forth below, that we may credit back to an eligible account.

“Coverage” will be the working time in which our Support will be available to accept new Tickets and to work on their resolution. The Coverage of your Support plan will be stipulated in your Agreement.

“Reaction time” will be the time between the moment when you submit a new Ticket and the moment when we initiate its resolution. The reaction time will be measured in business hours, after the moment when each new Ticket has been submitted. Business hours will be only the time, falling into the Coverage. The targeted reaction time for your Support plan will be stipulated in your Agreement.

“Resolution time” will be the time between the moment when you submit a new Ticket and the moment when that ticket is closed. We do not undertake any commitment towards the Resolution time.

“Developers' Services” means services provided by Clock's software developers (including but not limited to development, testing and deployment of custom data exports, retrieval of data from archives, scripts or new interfaces enabling integrations with third parties or consulting of your staff or third party developers to use Clock's API) and not included in the User support.

“Second level support” is the support services that we provide to our Sales agents or Resellers. If you are a Sales agent or a Reseller, same terms apply to you when we provide you with our Services. Your own support terms and conditions apply to the services provided by you to the End-users.

## SLA

### Availability Commitments and SLA Credits

SLA Credits are calculated as a percentage of the total software fees paid by you (excluding support fees and one-time payments such as upfront payments made) for our software for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	SLA Credit Percentage
Less than 99.85% but equal to or greater than 98.5%	10%
Less than 98.5%	30%

We will apply any SLA Credits only against future payments for our software otherwise due from you. At our discretion, we may issue the SLA Credit to the credit card or bank account you used to pay for the billing cycle in which the Unavailability occurred. SLA Credits will not entitle you to any refund or other payment from us. A SLA Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than 10 US dollars (\$10 USD) and only if the total software fees paid by you (excluding support fees and one-time payments such as upfront payments made) for our software for the monthly billing cycle in which the Unavailability occurred is greater than 900 US dollars (\$ 900 USD).

SLA Credits may not be transferred or applied to any other Subscription or Agreement. Unless otherwise provided in your Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide our software is the receipt of a SLA Credit (if eligible) in accordance with the terms of these Service terms.

### Credit Request and Payment Procedures

If the Monthly Uptime Percentage confirmed using independent 3<sup>rd</sup> party Availability monitoring tools, shared with you, and Critical Software Defects documentation is less than the Service Commitment, then we will issue the SLA Credit to you within one billing cycle following the month in which your request is confirmed by us.

### SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of our software and services, or any other performance issues: (i) that result from a suspension of a Software feature, for which you have been notified in advance; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond our control; (iii) that result from any actions or inactions of you or any third party, including DoS hacker attacks; (iv) that result from your equipment, software, connectivity or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance or scheduled system updates as provided for pursuant to your Agreement; (vi) wrong login or API usage; or (vii) arising from our suspension and termination of your right to use our software and services in accordance with your Agreement (collectively, the “SLA Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a SLA Credit considering such factors at our discretion.

## Unavailability and Resolution Notifications

We will use commercially reasonable efforts to notify you as early as it is possible, after the moment when we become aware of each case of Unavailability. To do so, we will publish such notifications at any or all of the following media: our website, our Support system, in-app message in our Software, email to the registered support users. We will publish similar notifications upon resolving the case of Unavailability.

## Critical Software Defects reporting, registration and resolution

The procedure for reporting, registering and resolving of the Critical Software Defects is stipulated below:

You will report any case of a suspected Critical Software Defect (“Defect Report”) using our Support system, including as much as possible evidence of the defective behaviour and its implications. In some cases our software will issue automated notifications to our support and development specialists for Critical Software Defects, for which we will notify you with a written notification as soon as possible. The moment of Reporting of the Defect will be: the moment of registering of your report in our support system – or - the moment of issuing a written notification to you in case of a Defect for which we have been notified automatically. In your report in our support system you shall clearly state using the relevant categories that you are reporting a suspected Defect, or otherwise we may apply the standard reaction times under your acting support agreement without any right for compensation for you.

We will review all such reports as soon as possible. We will be entitled to and may request additional evidence or assistance from your staff in order to clarify the suspected defective behaviour of the system or the results of it. We will attempt to propose a temporary workaround if such is possible until we manage to resolve the issue. If our analysis confirms the reported implications are a Critical Software Defect, will issue a written notification which will be the moment of Registration of the Defect. We will opt to Register or overrule any Defect Report within 1 working hour from the moment of reporting, however in case more than 30% of your Defect reports over the last 12 months haven't consequently been registered as Defects, we will be entitled to review your Defect Reports within the standard reaction time under your acting support agreement without any penalty or compensation.

We will attempt to remedy any Registered Critical Software Defect within the shortest possible term. As soon as we manage to resolve it, we will send a written notification to you and that will be considered the moment of Resolution of the Critical Software Defect. The time between the moment of Reporting and the moment of Resolution of any Registered Critical Software Defect will be added to the Unavailability time and will be subject of compensation under the Service Commitment terms above.

## User support

### What support commitments do we undertake?

We clearly understand the importance of proper support services and clear support terms. In order to take maximum benefit of our Software, you must clearly know how to take benefit from our Support.

That's why we have developed Support plans that elaborate clearly our obligation and commitment to provide Coverage, Reaction time, inclusive volume of Service credits, coverage of Billable time against Service credits and cost for extra Service credits. Your Agreement contains reference to the standard Support plans, as set forth below in this document as well as any alteration, amendment, or exclusion from them.

## Standard Support plans (EMEA)

	<b>Pay as you go</b>	<b>Essential</b>	<b>Priority</b>	<b>Premium</b>
24/7 service side (Amazon AWS hosting) app support and uptime guarantee - by Clock Software Ltd.	24/7	24/7	24/7	24/7
Coverage	Mon - Fri 8 - 16 GMT	Mon - Fri 8 - 16 GMT	Mon - Fri 7 - 18 GMT	Mon - Fri 7 - 20 GMT
Report new issues	Email	Online portal	Online portal	Online portal
Means of resolution	TBC	Online portal, Email, Phone, Screen sharing Online meeting	Online portal, Email, Phone, Screen sharing Online meeting	Online portal, Email, Phone, Screen sharing Online meeting
Response time (Business hours)	40	16	8	4
Service credits - Redeem support services (time-billable) against service credits	0	6	9	18
Service credits billing interval (in minutes)	10	10	10	10
Customer success manager	No	No	No	Yes
Quarterly 4-hrs online review session	No	No	No	Yes
Annual review Online or visit – 1 day (transportation and accommodation charged separately)	No	No	No	Yes
Price per extra service credit	EUR 25	EUR 10	EUR 10	EUR 10
Discount on extra service credits	0%	0%	20%	30%
“Skip the line” or “select custom time” prioritization surcharge	NA	5 service credits per ticket	5 service credits per ticket	5 service credits per ticket

## Standard Support plans (Americas)

	<b>Pay as you go</b>	<b>Essential</b>	<b>Priority</b>	<b>Premium</b>
24/7 service side (Amazon AWS hosting) app support and uptime guarantee - by Clock Software Ltd.	24/7	24/7	24/7	24/7
Coverage	Mon - Fri 9 am- 5 pm EST	Mon - Fri 9 am- 5 pm EST	Mon - Fri 9 am- 5 pm EST	Mon - Fri 9 am- 5 pm EST
Report new issues	Email	Online portal	Online portal	Online portal
Means of resolution	TBC	Online portal, Email, Phone, Screen sharing Online meeting	Online portal, Email, Phone, Screen sharing Online meeting	Online portal, Email, Phone, Screen sharing Online meeting
Response time (Business hours)	40	16	8	4
Service credits - Redeem support services (time-billable) against service credits	0	6	9	18
Service credits billing interval (in minutes)	10	10	10	10
Customer success manager	No	No	No	Yes

Quarterly 4-hrs online review session	No	No	No	Yes
Annual review Online or visit – 1 day (transportation and accommodation charged separately)	No	No	No	Yes
Price per extra service credit	USD 25	USD 10	USD 10	USD 10
Discount on extra service credits	0%	0%	20%	30%
“Skip the line” or “select custom time” prioritisation surcharge	NA	5 service credits per ticket	5 service credits per ticket	5 service credits per ticket

## Standard Support plans (APAC)

	<b>Pay as you go</b>	<b>Essential</b>	<b>Priority</b>	<b>Premium</b>
24/7 service side (Amazon AWS hosting) app support and uptime guarantee - by Clock Software Ltd.	24/7	24/7	24/7	24/7
Coverage	Mon - Fri 10 - 21 Beijing	Mon - Fri 10 - 21 Beijing	Mon - Fri 10 - 21 Beijing	Mon - Fri 10 - 21 Beijing
Report new issues	Email	Online portal	Online portal	Online portal
Means of resolution	TBC	Online portal, Email, Phone, Screen sharing Online meeting	Online portal, Email, Phone, Screen sharing Online meeting	Online portal, Email, Phone, Screen sharing Online meeting
Response time (Business hours)	40	20	12	8
Service credits - Redeem support services (time-billable) against service credits	0	6	9	18
Service credits billing interval (in minutes)	10	10	10	10
Customer success manager	No	No	No	Yes
Quarterly 4-hrs online review session	No	No	No	Yes
Annual review Online or visit – 1 day (transportation and accommodation charged separately)	No	No	No	Yes
Price per extra service credit	USD 25	USD 10	USD 10	USD 10
Discount on extra service credits	0%	0%	20%	30%
“Skip the line” or “select custom time” prioritisation surcharge	NA	5 service credits per ticket	5 service credits per ticket	5 service credits per ticket

As we constantly try to improve our Support, we retain the right to review and update our Support plans, including the right to discontinue available or to introduce new Support plans. In case we update or discontinue the Support plan, included in your Agreement, we will notify you in writing so that you can choose an alternative Support plan that will replace the active one after your current Subscription term expires.

## How to report your Service requests

You should report all your Support requests by opening a Ticket in our Support System.

We understand how important it is that we service well all your Support requests. Given the large volume of incoming Support requests we want to make sure we do not miss any of your Support requests or we do not notice your Support requests late to meet the Reaction times we have undertaken in our Agreement with you. For that reason, no Support issues will be deemed reported to us if you do not open a Support ticket in our Support system even if you have submitted an email, reported in on the phone or otherwise made us, one of our employees,

representatives or affiliates aware of it. All consecutive actions including the commencing of the Reaction times start from the moment of opening a Ticket in our Support system.

## Who will be entitled to report Tickets?

Only registered support users (“Support users”) will be given access to our Support system and hence will be able to submit or track the progress on your Tickets. You will be entitled to add as many Support users as you decide, or remove any of them at any moment with a written notice by an authorized representative.

As there are usually many employees using the Software, but only few deal with its configurations and advanced settings, we recommend that you authorize only a limited number of advanced users as Support users. This way you will avoid possible request management miscoordination, contradictory or potentially harmful Support requests from unauthorized or not sufficiently trained users and eventually unnecessary billing.

The Support users will be regarded as authorized representatives of your organization for the User support purposes. Their instructions will be considered to have been given on behalf of your organization. You acknowledge and accept that any billing, resulting from the requests, instructions or orders from your Support users, will be binding for you.

If you do not wish that we render and bill support, provided on request by particular users, simply notify us to remove them from the list of Support users. However, any Billable time on Tickets open by such users prior to their removal as Support users will be billed according to the provisions of your Agreement.

If you are not a Support user, but need some support, please talk to the Support users or to the managers in your organization for assistance.

## Can you report your Tickets directly to us if you hold a support agreement with our Sales agent or Reseller?

If you do not hold a Support Agreement with us, but with one of our Sales agents or Resellers, you will need to report your Support requests to them. Of course, we will provide our Sales agent and Resellers with proper Second level support so that they can always provide the relevant service to you. You can always share with us your feedback about the Services provided by them, so that we can work with them to improve the value of our Software for you.

If you hold a Support Agreement with us, but would like the Sales agent or Reseller to assist you with the submission, to review the proposed resolutions or to submit Tickets and take actions on your behalf, you should register that Agent or Reseller as a Support user, so that they can take all actions and to undertake all obligations on your behalf like any of the in-house Support users.

## When will we begin working on your Tickets (Reaction times)?

We always attempt to commence and accomplish our work on your Tickets as fast as possible. However, sometimes we receive a significant volume of new Tickets from our customers and are unable to process all of them instantly. For that reason, we line all incoming Tickets in a queue and then prioritize them, based on the severity and their potential impact over requester's business.

We undertake to initiate our work on your Ticket within the committed Reaction time following the opening of a new Ticket. The term, stipulated by the committed Reaction time is only the indicated maximum time in which we must initiate the work on your Ticket. Usually, the processing of your Tickets starts much earlier.

Here is how we categorize and prioritize your Tickets:

- Urgent – issues related with channel manager errors, leading to potential overbooking or wrong rates upload; issues related with the payment processing interfaces, preventing you to store and process (tokenize/detokenize) credit cards or to collect payments; issues related with the self-service kiosk and its doorlock integration interfaces preventing you from performing automated self check-in.
- Standard – All other Support requests, that are not Planned or Developers’ services.
- Planned – Training sessions, new feature activations, new channel (OTA, CRS) activation, configuration and re-configuration assistance, all activities requiring the participation of a third-party vendor, all other activities that require preliminary planning and coordinating
- Developers’ services

If we fail to initiate the work on resolving your Support request within the committed Reaction time, we will not bill any Service credits for the Billable time on that Ticket. That doesn’t apply to Tickets, categorized as Planned or Developers’ services, or to Tickets which can’t be resolved due to the expiration of all Service credits, available for the current Subscription term.

We will acknowledge that we have initiated the work on your Ticket with an electronic message to the relevant Support user and with an activity record in our Support system.

We understand that although we undertake all possible measures for as objective and prompt prioritization as possible in certain cases you may need to schedule the resolution in a shorter or in a specific time of your choice. In such cases, you may request such prioritized scheduling (“Prioritized scheduling”) according to the available time slots we can provide you with in our Support system and against one-off fee in Service credits for each such case of Prioritized scheduling.

## How will we resolve your Support request?

We will always attempt to use the most efficient way to resolve your Service requests. That may include a combination of actions such as data analysis, email or other written instructions, references to existing support articles, remote access sessions, online screen sharing and/or video sessions, phone calls or other.

We would like to assure you that you will always be serviced in the most efficient way, by the most experienced specialists and at optimal cost. That is why we and our Sales Agents may substitute each other in execution of certain Support services. You agree that we are entitled to do such transfers without further notification or approval by you.

## How do you track the progress and the history of your Support requests?

Our support agents register all completed activities on resolving your Tickets in writing. You will be able to track their actions in our Support system. You will be receiving electronic messages to the registered email address of the relevant Support for the important updates on your Tickets.

Once you register your Ticket, you don’t have to remind us about it. Rest assured we track each reported Ticket until it is closed.

## How long will it take us to resolve your Support request?

We always try to resolve your Tickets in the shortest optimal term according to its complexity.

Usually, we can’t tell in advance how much time we will need to spend working on your Tickets due to the complex nature of the Support requests or the dependence of our actions on external factors beyond our control. Hence,

we won't be able to tell you in advance the Billable time and the cost in Service credits in most of the cases. Even if we do, any such quotation shall be only an estimate and the actual billing will be made based on the actual Billable time.

## How will we bill your Tickets?

The Support plan, included in your Agreement, usually includes a number of Service credits. The Service credits are used to cover the Billable time of the work we perform on your Tickets. We will deduct from the available Service credits on your Agreement after any action we accomplish, even if the Ticket has not yet been completely resolved. Such billing will not arise further monetary obligations to you unless we have already billed all available Service credits on your account, applicable for the current Subscription term. In case the total Billable time during the current Subscription term exceeds the total available Service credits, we will add the value of the extra Service credits ("Extra Service credits") to your next Subscription fee due. In case you'd like to opt out from purchasing Extra Service credits, you need to let us know in advance and we will stop performing extra work on all open Tickets until the next Subscription term or until further notice from you.

For the Billable time, worked by us on your Tickets we will charge Service credits as follows:

- 1 Service credit for each commenced 10-minutes interval for all Tickets, not categorized as Developers' services;
- 25 Service credits for each commenced 1-hour interval for all Tickets, categorized as Developers' services;
- 3 Service credits per Ticket for Prioritized scheduling.

We will not charge any Service credits for your Tickets in the following cases:

- Tickets in which you are requesting the activation or deactivation of Software features.
- Tickets, related with clarification on the billing of your Subscription.
- Tickets, for which we have failed to meet the committed Reaction times with the exclusions, stipulated in these Service terms.
- Tickets, related with Unavailability of the Software or such which appear to result from a Registered software bug

### **Important:**

- Some of the actions on resolving your Tickets will be performed by us without your attendance or participation and that supposed that you will not have complete control over the Billable time. Like in all other cases our Support agents are instructed to follow strictly all ethical norms and principles when tracking and registering the Billable time on your Tickets. We'd like to assure you, that the Billable time and the charged Service credits reflect precisely the commenced billing intervals.
- In certain situations a doubt may arise whether certain actions, performed by our support agents, couldn't have been performed for a shorter time or whether a Ticket couldn't have been resolved within shorter Billable time. That is understandable, but we'd like to assure you that our support agents always attempt to resolve any Ticket within shortest optimal terms according to Ticket's complexity.

- It could happen that we need to reopen Tickets which were considered resolved and closed. In such cases we charge Service credits for the additional work after the Ticket has been re-open. That is fair as we do not duplicate and Billable time, but extend the Billable time on the Ticket to reflect the actual work on it.

## What can you do if you are not satisfied with the resolution or with the billing of your Ticket?

We'd like to assure you that we highly appreciate your opinion and feedback on the quality of the Services that we provide for you. Hence, we will be providing you with the opportunity to fill a satisfaction review when we close each of your Tickets. Whenever you can, please respond to those reviews as they will help us improve the service we provide to you.

If you feel that you have not been billed properly, please send us a claim message and we will review and discuss the billing of your Ticket with you.

If you'd like to file a complaint, dispute the billing of a Ticket, send a recommendation, or share your general feedback on our Services, please open the form below to send us your comments. We will review your comments and will connect with you for further discussion.

## Will your unused Service credits be transferred to the next Subscription term?

Yes, the unused Service credits for the current Subscription term will be transferred to the next one. However, any Service credits will be removed 3 months after the expiration of the Subscription term when they were added to your account.

## What happens if you are out of Service credits and you have a Support request?

Unless you notify us in writing in advance that you'd like us to stop any work on your Tickets when your Service credits have all been used, we will continue to work and bill Service credits based on the same principles and intervals. At the end of the current Subscription term we will send you a statement with the Extra Service credits charged to your account and the monetary value of those Extra Service credits will become a part of your next Subscription fee due. The monetary value of the Extra Service credits will be stipulated in your Agreement.

## Can we help you with an issue with my hardware, internet, system administration or 3<sup>rd</sup> party systems?

Our support agents won't be able to assist you with issues, related with any 3<sup>rd</sup> party software or systems.

## How does the implementation of our Software take place?

We have developed a precise implementation sequence that elaborates the necessary steps that need to be performed in order to achieve a successful implementation and transition to production of our Software.

The available standard Implementation Assistance Plans, with precise descriptions of tasks, responsibilities and estimated average duration of each step are elaborated in the following [document](#).

### **Important:**

A description of any custom implementation assistance plan will be stipulated in your Agreement. Please mind, that our Sales agents may be providing a different implementation assistance Services.

## What if you like us to visit your premises for implementation?

Visits to your premises in relation with providing User support will be subject to separate terms and conditions, which will be agreed in advance for each such visit.