## **TECHNICAL SUPPORT ADDENDUM**

This Technical Support Addendum ("Addendum") is incorporated into and forms a part of the Master Services Agreement, Encompass Success Based Pricing Agreement, or Encompass SaaS Agreement (as applicable, the "Agreement") between Customer and ICE MT, and capitalized words used but not defined in this Addendum have the meanings set forth in the Agreement. The following terms describe the type and level of technical support services Customer will receive for the Services.

# Article I: Technical Support

#### 1.1 Definitions.

- (a) "Black Knight Services" means Services resold by ICE MT from its Affiliate, Black Knight Data & Analytics, LLC or Black Knight Technologies, LLC.
- **(b)** "Critical Patch" means an unplanned update that contains Critical (S1) fixes and/or emergency compliance updates that are effective before the next Service Pack.
- (c) "Incident" means an unplanned interruption to a Service or reduction in the quality of a Service. Failure of a configuration item that has not yet affected the Service is also classified as an Incident.
- (d) "Major Release" means a planned update that includes major feature additions or changes, minor enhancements, compliance updates, and/or defect fixes.
- (e) "Named Contact" means an Encompass End-User with sufficient training and experience to identify and isolate an issue and to provide sufficient information and assistance to ICE MT's technical support team to enable them to reproduce such issue. The Named Contact will be the point of contact with ICE MT's technical support team when reporting Problems related to Encompass. ICE MT may require Customer to appoint a new Named Contact if ICE MT reasonably determines that the Named Contact does not possess the training or experience necessary to perform the required functions of the Named Contact or cannot communicate effectively with ICE MT's technical support personnel. All inquiries from individuals other than the Named Contact related to Encompass Problems will be referred to Customer's Named Contact or Service Desk. Changes in Named Contacts can be made by Customer at any time through the Resource Center.
- **(f)** "Problem" means any of the following: (a) a Service does not operate substantially in accordance with its specifications; (b) Incidents; or (c) the applicable Documentation is not correct.
- (g) "Response Time" means the elapsed time from when ICE MT's technical support team receives a request for assistance from Customer until the commencement of support.
- (h) "Service Desk" means Customer-designated resources to provide the first line of support for the Services to Customer's End-Users and handle End-User reports of Incidents, service requests, issues, and other questions.
- (i) "Service Pack" means a planned update that includes minor enhancements, compliance updates, and/or defect fixes.
- (j) "<u>Technical Support</u>" means standard technical support services for the Services provided by ICE MT's technical support personnel to Customer in accordance with the terms of this Addendum.
- 1.2 Technical Support. Subject to the level of support to which Customer is entitled (see Section 1.5 below), a member of ICE MT's technical support team will be available during designated support hours to assist Customer in Problem resolution and Technical Support for the Services. For Encompass, Customer's Named Contact will be responsible for the daily maintenance of the Services per the Documentation and for all Services, Customer's Service Desk will be the first line of technical support for the Services for Customer's End-Users. Technical Support includes providing Customer with assistance relating to any standard features and functions of the Services in accordance with this Addendum. ICE MT will have no obligations to provide Technical Support under this Addendum during any period in which Customer is in material breach of the Agreement, including any period in which Customer has failed to meet its payment obligations. Technical Support may not be used for purposes other than as provided in this Addendum, and, for the avoidance of doubt, explicitly excludes the following:
  - × System configuration
  - × Business health checks
  - × Additional product implementations

- X Testing of any new features, workflow, or enhancements
- × Testing or consulting relating to Customer's use of any SDK, APIs, or plugins
- **X** Testing of any third-party applications and/or integrations
- × Supporting Customer's End-Users
- × Debugging and testing changes on Customer's data replication target database, if applicable
- × Evaluating or testing Customer's infrastructure, including Citrix, terminal services, or workstations
- × Assisting any offshore workforce directly
- X Backing up or restoring programs or data outside of ICE MT's backup and disaster recovery plans
- × Migration of data or systems to either production or test
- X Keying, importing, converting, or manipulation of data
- × Onsite, formal, or remote classroom training on the operation and use of the Services
- × Creation of any new, non-standard, customer-defined workflow
- × Custom development
- × Onsite diagnosis at or travel to Customer's facilities
- × Re-creation of data or information lost for any reason other than that caused by ICE MT
- X Any support or remedies for any loss arising from, related to, or caused by Customer's negligence, abuse, misapplication, or misuse of the Services

In addition to the foregoing, ICE MT is excused from providing Technical Support if prevented from doing so due to failure of Customer or third-party networks. At Customer's request and at the sole discretion of ICE MT, ICE MT may perform any of the excluded services as part of a separate SOW at ICE MT's then-current rates.

- 1.3 Customer's Obligations. To receive Technical Support, Customer agrees to the following:
  - (a) Customer will maintain sufficient network bandwidth for the Services to operate in its environment in accordance with the applicable system requirements posted in the Documentation, as may be modified from time to time. The current version of the system requirements for ICE MT Services is located at https://help.icemortgagetechnology.com/DocumentationLibrary/360/Compatibility Matrix.pdf.
  - (b) Customer will maintain and sufficiently staff and train a Service Desk that assists End-Users directly.
  - (c) Customer will ensure it is on the current release of the Services, unless ICE MT has agreed to a written exception.
  - (d) Customer will provide ICE MT remote view-only access (e.g., access to Customer's systems, log files, database files, etc.) if necessary to provide Technical Support. Failure to provide such access may relieve ICE MT of its obligations under this Addendum.
- **1.4 Severity Levels.** When Customer contacts ICE MT's technical support team, Customer must provide ICE MT with Customer's Environment ID, Named Contact User ID (for Encompass only), a detailed description of the Problem, who is affected, how many End-Users are affected, when the Problem began, what steps Customer took to try to address the Problem, and a "Severity Level" rating (based on the guidelines below) of how the Problem is impacting Customer's business.
  - Critical (S1) Critical severity Problems include those in which the Services are down or are otherwise unusable, resulting in total disruption of use or outage of the Services.
  - **High (S2)** High severity Problems include those which involve disruption of a major feature or function and have a significant impact on production or severely impair operating efforts.
  - **Medium (S3)** Medium severity Problems include those which involve a feature or function failure that results in the Services not working as described in the Documentation. This is ICE MT's default severity, unless otherwise set or agreed upon between Customer and ICE MT.
  - Low (S4) Low severity Problems include non-product issues, such as how-to questions.

ICE MT reserves the right to assign a different severity level than that estimated by Customer, in accordance with the above guidelines.

**1.5 Applicable Support.** ICE MT will provide the level of standard Technical Support below applicable to Customer's subscription(s). All Technical Support includes (a) Major Releases, Service Packs, and Critical Patches; and (b) 24/7 access to relevant Documentation (e.g., the ICE MT Knowledge Base and ICE MT Resource Center). Technical Support business hours are from 5:00am - 5:00pm Pacific Time, Monday - Friday (excluding ICE MT published holidays).

# (a) Standard ICE MT Technical Support – Level A:

- Included for all Services except for Encompass subscriptions with less than five End-Users (see (b) below), Black Knight Services (see (c) below), and MERS HOI Hub (see (d) below)
- Technical Support is available via the following channels:
  - Resource Center Web Case
  - o Resource Center Chat\*
  - Phone\*\*
- Afterhours Phone available for Critical (S1) Problems\*\*
- If subscribed to Encompass, then five Named Contacts can contact ICE MT's technical support team
- Initial target service level Response Times as shown below during Technical Support business hours:

Channel	Critical	High	Medium	Low
Phone**	10 Minutes	10 Minutes	10 Minutes	10 Minutes
Resource Center Chat*	10 Minutes	10 Minutes	10 Minutes	10 Minutes
Resource Center Web Case	N/A	1 Business Day	1 Business Day	1 Business Day
Afterhours Phone**	1 Hour	N/A	N/A	N/A

<sup>\*</sup>Not available for AllRegs, Education, Encompass CRM, or Velocify/Prospect Engagement

#### (b) Standard ICE MT Technical Support – Level B:

- Included for Encompass subscriptions with less than five End-Users
- Technical Support is available via the following channels:
  - o Resource Center Web Case
- Two Named Contacts can contact ICE MT's technical support team
- Initial target service level Response Times as shown below during Technical Support business hours:

Channel	Critical	High	Medium	Low
Resource Center Web Case	N/A	1 Business Day	1 Business Day	1 Business Day

## (c) Standard Black Knight Technical Support:

- Included for Black Knight Services
- Technical Support is available via the following channels:
  - o Resource Center Web Case (only available if the Black Knight Service is accessed via Encompass)
  - o Resource Center Chat (only available if the Black Knight Service is accessed via Encompass)
  - O Phone
  - o Additional channels as may be described in the Documentation
- Afterhours Phone available for Critical (S1) Problems
- If the Black Knight Service is accessed via Encompass, then five Named Contacts can contact ICE MT's technical support team via the Resource Center
- Initial target service level Response Times as shown below during Technical Support business hours:

Channel	Critical	High	Medium	Low
Phone	4 Hours	1 Business Day	1 Business Day	1 Business Day
Resource Center Chat	4 Hours	1 Business Day	1 Business Day	1 Business Day
Resource Center Web Case	N/A	1 Business Day	1 Business Day	1 Business Day
Other Applicable Channels	4 Hours	1 Business Day	1 Business Day	1 Business Day
Afterhours Phone	4 Hours	N/A	N/A	N/A

<sup>\*\*</sup>Not available for Encompass CRM

# (d) MERS HOI Hub Technical Support:

- Included for subscriptions to MERS HOI Hub
- Technical Support is available via the following channels:
  - E-mail
- Initial target service level Response Times as shown below during Technical Support business hours:

Channel	Critical	High	Medium	Low
Email	4 Hours	1 Business Day	1 Business Day	1 Business Day

**Article II:** Modifications. This Addendum is subject to modification at ICE MT's discretion upon posting of an updated version at https://www.icemortgagetechnology.com/agreements. ICE MT will use commercially reasonable efforts to provide advance notice of any material changes to the terms of this Addendum.