

MAINTENANCE AND SUPPORT SCHEDULE

(M&S v22-May-2023)

This Maintenance and Support Schedule (“M&S Schedule”) is made a part of and is hereby incorporated by reference into the Nymi General Terms and Conditions (“General T&Cs”), any capitalized terms not defined in this schedule (“M&S Schedule”) shall have the meaning set forth therein.

1. Definitions.

“Designated Correspondent(s)” are Users that are permitted to access the Nymi Support Portal, using a Company-assigned email address and a Nymi-assigned password, to review correspondences between Company and Nymi, access Support Requests, and create new Support Requests. Designated Correspondents log in to the Nymi Support Portal and submit a Support Ticket via an online form. “Generic User(s)” are User that are permitted access the Nymi Support Portal to access a knowledgebase of frequently asked questions; without signing into the Nymi Support Portal.

“User(s)” are collectively all Active and Inactive Users, including Designated Correspondents.

“Premium Support Offerings” refers to the Business Critical and Mission Critical Support Offerings, and “Premium Support Offering” refers to any one of them;

“Relief Goal(s)” represent the targeted results of the effort to provide Company with an error correction, which may be considered a “temporary fix”, which shall consist of sufficient programming or operating instructions to implement such error correction related to an issue identified by a Support Request.

“Response Goal(s)” represent the target time for initial contact with Company after receiving a properly submitted Support Request, as further detailed in Nymi’s then-current Production Support Onboarding training materials on the Support website.

“Support Offerings” refers to Nymi’s three different levels of support, Business Standard, Business Critical and Mission Critical, and “Support Offering” refers to any one of them;

“Support Request(s)” are electronic correspondences that are properly submitted to Nymi by Designated Correspondents, as further set forth in Nymi’s then-current Production Support Onboard training materials..

2. Maintenance & Support Services.

2.1 Maintenance: Company shall have access to all updates, version releases, upgrades, and enhancements to the licensed Software that are not designated by Nymi as new products or modules for which it charges a separate fee.

2.2 Support Services: Support Services include, but are not limited to (i) assistance in the diagnosis of Hardware and Software problems; (ii) assistance in expediting priority replacement Devices and Software required on an emergency basis; (iii) routine assistance in the configuration of the initial implementation of Software updates and upgrades; (iv) providing temporary fixes, error corrections patches, workarounds and other appropriate relief; and (v) providing solutions to reported errors in the Software (“Support Services”).

2.3 Support Exclusions: Support Services do not include (i) issues related to third-party digital certifications; (ii) issues resulting from neglect, gross neglect, misuse, and/or accidental damage to the Devices; (iii) modifications or repairs performed to the Devices by a party not authorized by Nymi; (iv) correction of defects arising from the failure of Company to provide and maintain a suitable installation environment for the Software, which includes but is not limited to proper electrical power, air conditioning, or humidity control; (v) inadequate or improperly configured servers, networks, storage, and other underlying infrastructure supporting the execution of the Software; and/or (vi) the support of the Devices for purposes other than the purposes for which the Devices were designed.

2.4 Portal Support Service: Company’s Designated Correspondents may access the collection of web pages located at <http://support.nymi.com>, (“Support Portal”), which allows such Active Users to (i) access knowledgebase of frequently asked questions; (ii) view open Support Requests and (iii) submit electronic correspondences to Nymi seeking Support Services twenty-four (24) hours a day 365 days of the year, except during scheduled downtime and subject to network performance. Access to the Support Portal requires an account, which will be assigned by Nymi.

2.5 Authorized Contacts: Company may allocate individuals as Designated Correspondents up to the maximum defined by the Support Offering as follows:

- Business Standard – 5
- Business Critical – 8
- Mission Critical – 20

I Company shall at all times have no less than one (1) Designated Correspondents. It is the responsibly of the Company to ensure that Nymi’s support personnel have then-current contact information for each Designated Correspondent.

3. Support Levels & Relief Goals: Nymi provides Business Standard as the default Support Offering. The Company can upgrade its Support Offering at any time to a Premium Support Offering for additional support Fees as detailed in the applicable Quotation or SOW. Once the Company gives notice of its intention to upgrade, Nymi will schedule an upgrade based on availability of resources, and will implement the Premium Support Offering upgrade within fourteen (14) calendar days of the Company’s notice.

Once Nymi receives a Support Request, Nymi’s support system creates an electronic file (“Support Ticket”) within the Support Portal. When Nymi’s support personnel corresponds with Company as result of a Support Request, the Designated Correspondent that opened the Support Request will be notified, *via* email, that a Support Ticket is awaiting a reply, and the Support Ticket is considered “Open”. Once a Support Ticket is “Open”, Nymi’s support personnel shall allocate a severity level based the level of impact upon Company’s operations being reported to Nymi by the Designated Correspondent, as further detailed in Table A “Impact Matrix”.

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NYMI INC.

82 Peter Street, Suite 500, Toronto, ON M5V 2G5, Canada
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Table A
“Impact Matrix”

Severity Level	Description	Example(s)	Customer’s Responsibility–
1 - Critical	Operations failure, which prevents Company’s personnel from performing work and causing a significant business impact.	Users of the Nymi Devices cannot access critical Company facilities, systems or perform necessary activities with the Nymi Devices or alternative methods or processes.	Allocate appropriate resources to sustain continuous effort within the applicable support hours under the Support Offering, rapid access and response from change control authority to implement changes if needed. Company will have enabled alternative methods or processes to continue working, e.g. as manual login–
2 - High	Loss or degradation of at least one mission critical feature or function within Company’s operations such that Company’s personnel cannot reasonably continue without major impairment.	Users of the Nymi Devices cannot reasonably access alternative Company’s facilities or systems, with the Nymi Devices or alternate methods of processes, without materially disrupting operations.	Allocate appropriate resources to sustain continuous effort within the applicable support hours under the Support Offering, rapid access and response from change control authority to implement changes if needed–
3 - Medium	Loss or degradation of at least one feature or function of Company’s operations; however, Company personnel can reasonably continue in an impaired manner.	Users of the Nymi Devices must use alternative means to access Company’s systems or facilities, in a material less efficient manner.	Allocate appropriate resources to sustain effort within the applicable support hours under the Support Offering–
4 - Low	No Significant Impact on Company’s Operations.	General inquiries, updates on customization, status requests.	Allocate appropriate resources to sustain effort during the applicable support hours under the Support Offering.

A Support Ticket shall be considered “Open” until a resolution or an acceptable workaround has been provided to Company, while Company is actively engaged in the Support Ticket. If Company is unresponsive after three contacts attempts, Nymi Support might close the Support Ticket. Nymi or a Designated Correspondent can “re-Open” a “Closed” Support Ticket, *via* the Support Portal, if required at any time. Nymi shall endeavor to provide an initial response to “Open” Support Tickets within the target Response Goal time, based upon their allocated Severity Level, as further set forth in Table B “Reponses Matrix” and during the support hours defined by the Support Offering:

- Business Standard – Monday through Friday 8:30-5:30PM Eastern Time Zone.
- Business Critical – Monday through Friday all hours.
- Mission Critical – Monday through Sunday, all hours.

. Subsequent communications for a ticket will occur at a frequency agreed to by Nymi and Customer.

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Table B
“Response Matrix”

Severity Level	Response Goal(s)	Relief Goal(-)
1 - Critical	1 st Response Within One (1) Hour during applicable support hours	Diagnosis commences within ONE (1) standard support hours with continuous effort to restore service–
2 - High	1 st Response Within Four (4) Business Hours during applicable support hours	Diagnosis commences within FOUR (4) standard support hours with continuous effort to restore service.
3- Medium	1 st Response Within One (1) Business Day during applicable support hours	Reasonable effort to restore full service during standard support hours–
4 - Low	1 st Response Within (2) Business Days during applicable support hours	Reasonable effort to restore full service during standard support hours.

3. **Escalation Policy.** Designated Correspondents can request an escalation in the Severity Level for an Open Ticket *via* the support portal if (i) relief for a Support Ticket was not provided within target Relief Goal, set forth above in Table B “Responses Matrix”; or (ii) a Designated Correspondent and Nymi’s support personnel cannot agree upon an appropriate Severity Level. Such request for escalation shall be reviewed by the Manager of Support, and thereafter the VP of Customer Success. Relief Goals generally require collaboration between Nymi’s personnel and the Designated Correspondents staff in order that Nymi be able to monitor, analyze, and modify Company’s systems that are exhibiting the reported problem. If timely information is not provided to Nymi by Company, the Relief and Response Goals in Table 2-B “Response Matrix” shall not apply. Support Services may be provided by Nymi’s staff or other qualified third-party providers located within Canada, United States or elsewhere.

4. **Hardware Support.** Designated Correspondent(s) may use the Support Portal to initiate Support Request for issues that are related to the functioning of the Devices (e.g. Nymi Bands) (“Hardware Support Request”). Nymi support personnel will review such Hardware Support Request and determine if the issue is hardware, firmware or other issue. If Nymi’s support personnel determines the root cause of the issue attributed to faulty hardware, Nymi will request that the customer to initiate a return material authorization request (“RMA”). To initiate an RMA, Designated Correspondent(s) log into the Nymi Support Portal and open a Support Request by using the RMA ticket form. All such RMA must include the following information:

- Device Serial Number;
- Sender Name;
- Sender Email Address;
- Sender Phone Number;
- Sender Location / Address

5. **RMAs.** Once the Designated Correspondent has received approval from Nymi personnel to progress the RMA, one of the following events occur based on Support Offering:

- Business Standard and Business Critical - Nymi shall provide to the Designated Correspondent a shipping label with a reputable third-

party courier, and Company should mail the defective Nymi Device(s) in Company-supplied appropriate packaging (e.g. protected/padded envelopes, boxes, etc.).

- Mission Critical – Designated correspondent to package and mail the defective Nymi device(s) in the Nymi-supplied packaging

Nymi Inc.
Attention: RMA Returns
82 Peter St. Suite 500
Toronto, ON M5V 2G5
Canada

Once such shipping tracking number or waybill is received by Nymi personnel, Nymi’s personnel will endeavor to respond to the applicable Designated Correspondent within four (4) business days upon receipt of the Nymi Device with the following information:

- Confirmation that the Nymi Device was received; and
 - Details about replacement device (if still under warranty);
- Nymi shall close the RMA upon receipt of the Nymi Device or upon receipt of the replacement Device. The Designated Correspondent can find additional information in Nymi’s then-current RMA in the Support Onboarding training materials, on the Support website.

6. **Extended Device Warranty:** If the Company subscribes to a Premium Support Offering, Nymi shall offer a limited extended warranty (for Company’s benefit alone) on Hardware as follows: Nymi warrants the Devices against material defects for a period determined by the applicable Premium Support Offering and commencing upon the Shipment Date (“Extended Hardware Warranty Period”). The Hardware Warranty Periods shall be as follows:

- Business Critical – 18 months
- Mission Critical – 24 months

The warranties set forth herein do not apply to any failure of the Hardware caused by (a) Company’s failure to follow Nymi’s



installation, operation, or instructions, procedures, or Documentation; (b) Company's mishandling, misuse, negligence, or improper installation, de-installation, storage, servicing, or operation of the Devices; (c) modifications or repairs not authorized by Nymi; (d) use of the Devices in combination with equipment or software not supplied by Nymi or authorized in the Documentation; and/or (e) power failures or surges, fire, flood, accident, actions of third parties, or other events outside Nymi's reasonable control. Nymi cannot and does not warrant the performance or results that may be obtained by using the Devices, nor does Nymi warrant that the Devices are appropriate for Company's purposes or error-free. If during the Hardware Warranty Period, a nonconformity is reported to Nymi, Nymi, at its option, will use commercially reasonable efforts to repair or replace the non-conforming Hardware.

THE REMEDIES STATED IN THIS SECTION 6, "EXTENDED DEVICE WARRANTY", ARE COMPANY'S SOLE AND EXCLUSIVE REMEDY, AND NYMI'S SOLE LIABILITY FOR A BREACH OF THE EXTENDED DEVICE WARRANTY. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 AND IN SECTION 5 OF THE GENERAL T&CS, NYMI DISCLAIMS ALL WARRANTIES ON MERCHANDISE SUPPLIED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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