#### SERVICE AND SUPPORT AGREEMENT

### 1. Supported Services

During the term of the credit union's Agreement to use the QCash Service, provided credit union is in compliance with the terms and conditions of the Agreement (including the payment of any support and maintenance fee), support and maintenance for the Service (collectively the "Service" or "Services") will be provided at the levels described in this Service and Support Agreement. If credit union obtains additional services not included in the Agreement, this Support Agreement will be amended, and such services will be deemed "Services."

## 2. Enhancements; Current Version Support.

As part of credit union's Service and Support Fees, QCash will make Updates available to credit union if and when QCash makes any such Updates generally commercially available to its credit unions receiving support services from QCash (provided that credit union is then in compliance with the terms and conditions of the Agreement). An "Update" is a new release or version of or for the Service that contains bug fixes, error corrections and/or minor enhancements. An Update does not include any new release, new product, or significant new functionality, module or added feature for which QCash imposes a separate charge to its credit unions generally or any release issued for a new or alternate operating environment - which shall be available to credit union only upon the negotiation of separate fees, terms and conditions. For the avoidance of doubt, credit union acknowledges that an Update and the services covered under this Support Agreement do not include, and QCash is not obligated to provide any professional services that may be required for the installation and implementation of any Upgrade, which will be made available to credit union upon, and shall be subject to, the negotiation of a mutually agreeable Statement of Work for such services. The term "bug" or "error" described above refers to a failure of any Service to materially conform to the Specifications applicable to that Product. This includes (but is not limited to) specifications set forth in the QCash API Specifications Final, QCASH Single Sign-On Specifications Final. As Service provides a platform that the credit union can customize parameters on and is integrated to the credit union's core, online and mobile banking, and/or other platforms, it is incumbent that credit union perform testing when a new Release or Update is released first into the Test/Staging environment and then later when released into the Production environment. This testing is to ensure that any customer parameters and/or integration functions correctly. Qcash will not be responsible for inadequate testing or lack of testing resources on the credit union's part resulting in issues after a Release or Update is placed into production.

# 3. Limitations on Qcash Support Obligations.

QCash will not provide technical support to any of credit union's members. Credit union will be solely responsible for integrating the QCash API and SSO interfaces with credit union's computing environment as well as any associated support. At credit union's request, QCash will provide support to those credit union vendors that are leveraging the QCash Service API and SSO specifications. Such support will be charged to credit union separately on a time and materials basis at the time and materials ("T&M") at the then current T&M rates. Subject to the parties entering into a Statement of Work, QCash will also provide mutually agreed support, as directed by credit union, at the then current T&M rates. QCash is not obligated to provide support in the following situations: (i) any modified, altered or damaged Service or any portion of Service incorporated with or into other software or hardware unless expressly approved by QCash or its agents in writing; (ii) A Service that is not the then current release; (iii) problems caused by credit union's negligence, abuse, misuse or misapplication of any Service, credit union's failure to implement workarounds or resolutions provided by QCash; (iv) a Service installed on any device or hardware that is not supplied and/or supported by QCash; or (v) Credit union has not paid applicable Service and Support Fees, or any related fees or amounts, when due. On-site support is not included in the support services provided hereunder. However, on-site support may be provided, subject to the availability of appropriate personnel, for additional fees at the then current T&M rates, and travel expenses under a separate, mutually agreed Statement of Work.

## 4. Support Services.

<u>Support Hours</u>. Support services are available during QCash's normal business hours, Monday through Friday, excluding holidays, of 8:00 a.m. Central Standard Time through 5:00 p.m. Central Standard Time each business day ("**Business Hours**"), except that support services for S1/Emergency issues (as classified below) that are reported by credit union in accordance with the below process shall be available 24 hours a day, 7 days a week (24x7).

<u>Problem Reporting, Tracking & Management</u>: QCash offers two methods for communicating problems or requesting support services:

- Credit union will provide 2 Support Contacts and will designate one of these individuals as the default. Name, E-mail
  address and phone number will be provided. These individuals will be provided access to the QCash Credit Union Web
  Portal.
- QCash Credit Union web portal/form; and
- Qcash telephone support for Severity 1 (S1)/ issue Escalation only.
- Any Case, Questions and/or Issues opened with Qcash Support outside of the web portal/form will be reported under the default Support Contact listed above.

Issues that could be classified as S1/Emergency must be reported first to QCash via the credit union web portal. If an acknowledgement isn't received within 30 minutes, then via a phone call to the telephone support number. Credit union web portal access, Support E-mail Address and telephone support numbers will be provided to credit union before production go-live.

Credit union will use commercially reasonable efforts to work closely with QCash to reproduce reported problems. QCash may not be able to effectuate any patch, workaround or other resolution if the defect cannot be reproduced, but nevertheless, the parties will work together in good faith toward resolution.

### **Severity Definitions**

When credit union reports a problem with Service, as outlined above, QCash will discuss its impact with credit union and the parties will mutually agree on, assign, and document its severity level based on the definitions set forth below. Each reported problem is tracked through QCash's support system, which includes a description of the item, its priority, and ultimate resolution.

Severity 1 (S1): Emergency: (A) Unplanned system wide outage or (B) data security issue (not support/administrative).

<u>Severity 2 (S2)</u>: Urgent: Service is accessible, but a major area of core functionality is unavailable or has a materially degradation in performance, no workaround exists and a large percentage (>10%) of the credit union's users (members) are impacted.

<u>Severity 3 (S3)</u>: Normal: (A) System is operational and all major functional areas are available, but an error within one of the features has occurred, but the error does not prevent essential use of functional area and funding can still be completed for over 90% of the credit union's users (members). (B) A slight operational error or inconvenience and funding can still be completed for over 90% of the credit union's users (members or customers). (C) An error with a workaround that accomplishes substantially the same end result and funding can still be completed for over 90% of the credit union's users (members).

# 5. Response Timeframes

Following receipt of notice, as described in Section 4, QCash will use commercially reasonable efforts to respond to the identified Severity Levels within the time periods listed below.

Severity	Acknowledgement	Updates	Issue Circumvention
	1	Every two hours until issue is circumvented and resolved	≤ 12 hours for circumvention.
2		1 .	≤3 Business Days for circumvention.
3	1 Business Day	As necessary until issue is circumvented and resolved	≤50 days for circumvention.

Timeframes are dependent on credit union providing necessary access to systems and as well as credit union's best efforts to cooperate and promptly respond in writing with the specific details leading up to and including the issue. Failure to provide necessary access or cooperation could result in delays. QCash will not be responsible for any such delays.