

Trekea Support Terms

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Valid until superseded

1. Introduction

These Trekea Support Terms ("Support Terms") describe the Support Services offered by Trekea Mobile ("Trekea") to a customer ("Customer"), including applicable terms and conditions. This Trekea Support Terms can be superseded given the specific customer terms.

These Support Terms exclude support for Customized Software and any other software to which separate support agreements apply.

2. Support Plans

2.1 Support Plans

Trekea offers three purchasable levels of Support Services for FieldLogs, each a "Support Plan":

- **Silver Support** – Baseline Support Services to maintain the FieldLogs Application Software so that it operates in substantial conformity with the Software Documentation, including standard case management, severity-based triage, and regular support hours.
- **Gold Support** – Enhanced Support Services, over and above Silver Support, providing improved resolution targets, priority handling for critical and high-priority Cases, and higher availability commitments.
- **Platinum Support** – Premium Support Services, over and above Gold Support, providing the highest service levels, accelerated resolution targets, extended support coverage, and continuous effort for production-down Cases until an acceptable workaround or resolution is achieved.

Some features and conditions are common to all three Support Plans; other features and conditions apply only to specific Support Plans, as indicated.

2.2 Summary of Support Plan Features

Feature	Silver Support	Gold Support	Platinum Support
Software Applicability	FieldLogs Software (On premise and Cloud Deployments).	FieldLogs Software (On premise and Cloud Deployments).	FieldLogs Software (On premise and Cloud Deployments).
Code Line and Instances	One Code Line and one Instance. Additional Code Lines purchasable.	One Code Line and one Instance. Additional Code Lines purchasable.	One Code Line and one Instance. Additional Code Lines purchasable.
Maintenance	Yes.	Yes.	Yes.
First Line Support Responsibility	Customer.	Customer.	Customer.
Delivery of Support Services	Service Hours. Remote delivery.	Service Hours. Remote delivery.	Service Hours. Remote delivery.
Case Handling	Trekea Service Desk. Access 24x7.	Trekea Service Desk. Access 24x7.	Trekea Service Desk. Access 24x7.

Feature	Silver Support	Gold Support	Platinum Support
Emergency Telephone Support	Yes, for Priority 1 only.	Yes, for Priority 1 only.	Yes, for Priority 1 only.
Escalation Route	Yes.	Yes.	Yes.
Access to Knowledge Base	Yes.	Yes.	Yes.
Languages	English.	English.	English.
Additional Service Hours	N/A	N/A	24x7 for Priority 1 and Priority 2 Cases.
Service Levels for Cases	N/A	Yes, for Priority 1 and 2 Cases. Regular progress updates.	Yes, for Priority 1 and 2 Cases. Regular progress updates.
Priority Queueing	N/A	Yes, for P1 and P2 Cases.	Yes, for P1 and P2 Cases.

3. Terms Common to All Support Plans

3.1 General Provisions

- Support Services will only be provided for unmodified code of a Current Release.
- For Cases registered in the Trekea Service Desk, Trekea shall: assist the Customer to evaluate and classify Cases and determine their route to Resolution or Service Restoration; analyse documented and reproducible Errors; and, where Resolution requires a software update, make it available through a Release, Updatem, Single Hotfix are available only by strict exception.
- Trekea will have no obligation to backport a Resolution from a later Update or Release to an earlier one.
- The Application Software will not be constantly available, uninterrupted or error-free, and not all Errors may be correctable.
- Trekea may use personnel from affiliates, sub-contractors or partners to provide the Support Services.
- Trekea may track and analyse usage of the Application and Support Services for the purposes of assisting customers, monitoring and improving security, improving the Application Software and Support Services, and improving the user experience.
 - Any professional services or other services in conjunction with the Support Services – including Upgrades, delivery and installation, training, FieldLogs Services, data repair or back-up – will only be provided on separate terms agreed between the Customer and Trekea, and on payment of applicable fees.

3.2 Maintenance

3.2.1 Availability of New Releases

Trekea will make available accumulated Fixes and, when available, Improvements as Releases, Updates for products:

- Releases – relevant to FieldLogs (Cloud). Provided according to frequencies described in the Trekea Support Policy.

- Updates – relevant to all Current Releases of FieldLogs Software provided on a cadence as described in the Trekea Support Policy.

For the term of Support Services:

- Customer has the right to any new Release of the Application Software made available by Trekea.
- Trekea will maintain a Current Release so that it operates in substantial conformity with the Software Documentation and will make all reasonable efforts to resolve Errors of which Trekea becomes aware.
- Customer has the right to any available Resolutions related to Current Release(s). When a Release moves into Restricted Support, this will be limited to existing Resolutions only.

Customer's use of Resolutions and new Releases shall be subject to the applicable software licence terms and any applicable third-party licence terms. Resolutions are made solely for the applicable Current Release and do not warrant conformity with other Releases or software. Implementation of new Releases may require the Customer to acquire new releases of, or additional, third-party software and hardware.

3.2.2 Currency of Releases, Updates

In order to stay in a current state, the Customer is required to remain up to date with Current Releases, Updates:

- For on-premise deployments: the Customer must be running a Current Release and no more than three (3) Updates behind the latest Update.
- For FieldLogs (Cloud): the Customer must be running a Current Release and no more than two (2) Updates behind the latest Update.

An environment not meeting the above is in a "Non-Current State". The operational impact and consequences are set out in detail in the Trekea Support Policy.

4. Case Handling

4.1 First Line Support

- Customer has the sole responsibility for organising first-line and end-user support, with adequately trained and qualified personnel. Customer shall provide to Trekea at least one named Key User to represent all of its end-users, regardless of Support Plan. Deputy Key Users may also be nominated.
- Before registering a Case, the Customer's Key User or other nominee shall: perform an initial triage; make reasonable efforts to isolate and verify that the issue is reproducible; and check for an existing Resolution in the Trekea Service Desk.

4.2 Case Registration

- The Trekea Service Desk is the single point of entry for Customers to obtain Support Services. Access is via the Trekea Service Center portal.
- Customer is granted access to the Trekea Service Desk where the designated Key User or other deputy may register and manage Cases using individual log-in details. Customer shall keep such log-in details confidential and take reasonable measures to prevent unauthorised access.
- Customer is responsible for the central coordination, management and supervision of all its Cases to avoid duplicate registration.
 - Cases must always be registered in the Trekea Service Desk before Trekea will commence any work on that Case.

4.3 Case Progression

- If Trekea confirms the existence of a reported Error or Incident, it will be addressed in accordance with these Terms and the Trekea Support Policy.
- If no Error or Incident is found to exist or cannot be re-created despite both parties complying with their obligations, the Case will be closed. Trekea has no responsibility for any False Alarm; work on a False Alarm may involve additional charges. Trekea will notify the Customer without undue delay when it determines a Case constitutes a False Alarm.
- If Trekea has to perform additional work due to the Customer's Key User being unable to provide requested information, materials or assistance, Trekea may charge on a time-and-materials basis and cannot guarantee successful Resolution.
- When Trekea considers a Case to be resolved, the Case status is set to resolved and a notification is sent to the Customer's Key User or deputy. The process for acceptance or rejection of a Resolution is set out in the Trekea Support Policy.
- It is the Customer's sole responsibility to test and verify all Resolutions relating to Application Software, Releases and other deliverables to satisfy itself as to their suitability.
 - Customer acknowledges that Improvements provided may require additional training of Key Users and end-users.

4.4 Escalation of a Case

The process for escalating a Case and the criteria used to determine whether escalation is applicable are set out in the Trekea Support Policy.

5. Service Levels for Cases — Gold and Platinum Support Plans

5.1 Scope

Service Levels for Cases apply only to the Gold and Platinum Support Plans. They do not apply to the Silver Support Plan.

5.2 Prerequisites and Exclusions

Service Levels shall apply only when the following prerequisites are met:

- The Case is registered in the Trekea Service Center and is accepted as Priority 1 or Priority 2.
- The Case has a clear and supportive description of the underlying issue or Incident, its business Impact and Urgency.
- The Customer's solution is well-documented; required Key User training has been undertaken.
- The Case relates to unmodified code of a Release that is not in a Non-Current State and is not in Restricted Support.
- The Customer is able to make available an English-speaking Key User, with sufficient training and knowledge, available on a 24x7 basis for dialogue with Trekea.
 - For Remote deployments: any required remote access is established, and the Customer can designate a contact person to provide requisite remote connection and log-on data.

Cases will be excluded from Service Levels where:

- The Case constitutes a False Alarm.

5.3 Service Levels and Targets

Priority Level	Service Level	Initial Response	Resolution / Action Plan
Priority 1	Platinum Gold	1 hour	12.0 hours or continuous business-hours effort until workaround/fix
Priority 2	Platinum Gold	4 hours during business hours / 1 business day after hours	2 business days 7 business days 15 business days, or continuous business-hours effort until workaround/fix

Note 1 — Service Level target times apply on a 24x7 basis and exclude Clock Stop Events.

Note 2 — Where the Resolution Action entails an action plan, it will include Resolution status, planned next steps with dates, required Customer actions, and date/time for next and subsequent updates.

6. Additional Customer Responsibilities

6.1 All Support Plans

Configurations, Customizations, Content and Data: Customer shall be solely responsible, and Trekea disclaims any liability, for any Configurations, Customization, content and data (including data or content inadequacy, error, recovery, restoration or repair). Where Customer has any Customization not covered by a commercial agreement with Trekea for supporting such Customization, Customer shall ensure any issue reported is related to the unmodified Application Software only. Customer must contract separately if it wishes to receive maintenance on the specifics of its final solution, as a results of the Application Software implementation in its specific context. These specifics are not part of the standard Application Software and are hence not covered by the Gold or Platinum support plans.

- Trekea will not access or view Customer's content or data except as reasonably necessary to provide Support Services.
- Failure by Customer to provide access to content or data may prevent Trekea from performing its obligations; Trekea disclaims any liability in that regard.
- Customer acknowledges that, for the purposes of providing Support Services, Trekea may permit Customer data to be accessed by affiliates, sub-contractors or partners including those located outside the Customer's country of operation. Trekea remains responsible for such affiliates, sub-contractors and partners.
 - Except for customers of FieldLogs Services (for which Trekea's obligations apply), Customer is responsible for database monitoring and back-up of its data and content.

6.2 Gold and Platinum Support Plans

Infrastructure: Customer is responsible for maintaining the required infrastructure and environments, including hardware, operating system and applicable third-party software if a new Release so requires.



- Customer shall be responsible for all operational services, including database monitoring, system and data security safeguards, environment cloning, system performance, back-up and restoration, disaster recovery, and deployment of delivered code.

Remote Access: Customer shall allow and enable Trekea to perform its services using commercially available remote-control software as directed by Trekea.

- If the required connection method contravenes Customer's own connection policy, any appropriate alternative must be agreed by Trekea before implementation. Such alternative will be at the Customer's expense and may increase Support Services fees.
- If remote access cannot be established, Support Services can only be performed using reference environments available to Trekea.

Test or Replica Environment: Customer shall, at its own cost, maintain a Test Environment for reproduction of reported Errors and for testing and verifying Resolutions and new Releases. Customer shall allow Trekea access to this Test Environment.

7. Custom Services for Support

To the extent specified in the applicable Order Form, Custom Services for support will entail the following:

- Third-party software — Support in respect of any third-party software will be provided by Trekea only where agreed and specified in the applicable Order Form. Any Resolution of Errors in third-party software will be of the same nature and extent as Trekea receives from the applicable third-party software vendor, subject to these Support Terms and/or any separately agreed terms.

8. Product and Support Lifecycle

Releases of FieldLogs Software products have a finite lifespan from General Availability (GA) to Release retirement. There are two distinct product and support lifecycle models.

8.1 Continuous Support Model

Applies to FieldLogs products:

- Each Release is supported at a level equating to Standard Support for a fixed period following GA, as described in the Trekea Support Policy.
- Once a Release reaches the end of its Support Period, there will be no further Updates and the Release will no longer be supported.
 - There are no Extended Support or Restricted Support periods in the Continuous Support model.

8.3 Retirement of Products and Releases

Trekea reserves the right to retire FieldLogs Application Software products and Releases from time to time. Retirement is the point at which Trekea no longer provides Updates or any Support Services for a Release. Documentation for the Release may continue to be available but will no longer be maintained.

Trekea will inform Customers in advance, through the Trekea Service Desk or other mechanisms, when a Release is due to be retired. Further information is set out in the Trekea Support Policy.

9. Updates to Support Services and Support Terms

Support Services and these Support Terms may be updated by Trekea from time to time. Any such updates will not materially reduce the overall Support Services available to the Customer.

10. Glossary

Term	Definition
FieldLogs Software / FieldLogs Application Software	Fiedllogs' standard, unmodified proprietary application software products licensed to the Customer, limited to machine-readable code and associated Software Documentation. Excludes source code and third-party software.
AUP	Acceptable Use Policy.
Calendar Quarter	Three-month period ending 31 March, 30 June, 30 September and 31 December.
Case	A unique message, identified with a number, reported by the Customer into the Trekea Service Center — may be an Error report, information request, or other message.
Clock Stop Event	Elapsed time during which any of the following persists: waiting for Customer input; network issues outside Trekea's reasonable control; Scheduled Downtime; Excluded Incidents.
Code Line	The totality of the Customer's FieldLogs Software solution as delivered, excluding tailoring.
Configurations	Capabilities in the Application Software to individually tailor the application (custom fields, objects, events, menus, business rules, scripts, report layouts, personalizations).
Current Release	The latest Release offered by Trekea for general commercial distribution and other currently supported Releases as designated by Trekea in the then-current Trekea Support Policy.
Custom Services	Support for any third-party software provided by Trekea where agreed and specified in the applicable Order Form.
Customer-Induced Issue	An issue arising from: Customer specifications or erroneous input; use of unauthorised software/hardware; inadequate sizing; incorrect or unpermitted use; breach by Customer; or, for FieldLogs, use beyond AUP limits.
Customized Software / Customization	Any Application Software code modified or amended on behalf of the Customer. Parameterization or configuration is not a Customization.
Environment	A complete infrastructure and Software installation running on a platform, as specified in the applicable Order Form (e.g., Production or Test).
Error	A software defect in the Application Software constituting a nonconformity between the unmodified software and its applicable functional specifications (Software Documentation).
Excluded Incident	An Incident outside Trekea's or the Cloud Platform Vendor's control; relating to Customer content or Configurations; a Customer-Induced Issue; or occurring beyond the applicable Support Period.
Failure	The result of target times for Service Level(s) not being met for a reported Case, subject to exclusions, Clock Stop Events and pre-requisites.
False Alarm	A Customer-Induced Issue relating to Configurations, content or data, or to software not forming part of the Application Software.
Fix	A correction to an Error or Security Vulnerability in the Application Software, compatible with the applicable Current Release.

Term	Definition
GA / General Availability	The release to market or general availability of a Release of an Application Software product.
Trekea Cloud Services Deployment	Deployment of Trekea Application Software using FieldLogs Services.
Trekea Service Desk	Trekea's single point of entry for Customers to obtain Support Services, register Cases, and access the knowledge base.
Trekea Support Policy	Trekea's support policy document, amended and re-issued from time to time, describing detailed policies and procedures for Support Services.
Impact / Impact Level	An expression of the effect of the issue or Incident on business processes.
Improvement	A functional change by Trekea to improve or enhance the Application Software, compatible with the applicable Current Release.
Incident	An identified Error, Outage or other event impacting the performance of the FieldLogs Services.
Initial Response	The milestone when Trekea has made the initial response to the Customer in relation to a Case.
Instance	One installation of the Customer's solution in one Environment, containing only one Code Line.
Key User / Prime Contact	A person appointed by the Customer, trained and qualified to handle initial problem resolution and report Incidents and Errors.
Non-Current State	An Environment that does not have the latest Resolutions installed and/or for which the applicable Support Period has expired.
Outage	The elapsed net-resolution time during which it is not possible to log-in to the Production Environment by any User, due to a failure in the Cloud Platform.
Hotfix	A deployable Fix or set of Fixes applied outside the prevailing Update cycle, compatible with the applicable Current Release.
Priority / Priority Level / Severity	An indication of the severity of a Case or Incident, reflecting both the Impact on the Customer's operation and the timebound criticality (Urgency). Calculated automatically from Impact and Urgency values entered in the Trekea Service Center.
Production Environment	An Environment used by end users for productive, live, operational purposes.
Release	A version of the Application Software designated by Trekea as a release made GA, typically containing new functionality, accumulated Fixes and Improvements.
Remote Deployment	Customer deployment on a platform that is either the Customer's own non-cloud platform or a cloud platform not constituting FieldLogs Services.
Resolution	A Fix, Update or other solution, circumvention or software re-start to resolve an Error or Incident, including temporary workarounds.
Resolution Action	For Priority 1 or Priority 2 Cases: a Resolution or action plan for Resolution.

Term	Definition
Resolution or Action Plan Provided	The milestone when Resolution or an action plan for Resolution has been provided by Trekea to the Customer.
Scheduled Downtime	Planned maintenance periods per the Planned Maintenance Policy; Customer-initiated downtime; agreed additional maintenance windows; Cloud Platform maintenance operations (approximately one week's notice).
Security Vulnerability	A weakness in software code, product or system that leaves it open to potential exploitation through unauthorised access or malicious behaviour.
Service Credit	A credit applied by Trekea to the Customer's account upon a Failure.
Service Hours	07:00–19:00 during the working week of the physical country and time zone in the applicable Order Form.
Service Level	A measurable service level as set forth in Section 5.
Service Restoration	Action taken by Trekea to assist the Customer to bring the Application Software back to being available for productive use.
Software Documentation	The reference on-line manual produced by Trekea describing the function of the Application Software. Excludes general descriptions, collateral, training material or other materials not included in the on-line manual.
Support Period	The period during which the Release of the applicable Application Software product will be supported and maintained.
Support Services	The technical support and maintenance provided by Trekea for particular Application Software, as specified in the applicable Order Form.
Test Environment	A non-productive Environment used for testing.
Update	A cumulative set of Fixes and Improvements for a Release, released per the Trekea release schedule.
Upgrade	An upgrade from one Release of the Application Software to another, separately agreed in writing and subject to a project assignment.
Urgency / Urgency Level	An expression of the timebound criticality of the issue being reported by the Customer as a Case.
Users	Customer's permitted individual end users of the Application Software, subject to applicable licence terms.