



Customer Support Terms

September 28, 2026

Customer Support Terms

These terms describe Merinio's commitment with respect to technical support, incident response and product availability.

1. Technical Support

1.1. How to Contact Support

Case submission	Chat	Requests may be submitted through chat 24 hours a day, 7 days a week. They are handled during support hours; round-the-clock submission does not mean continuous human assistance.
	Email	Email support is available for Level 1 or Level 2 Incident or if chat support is not available. Email: support@merinio.com
	Phone	Phone support is available from 8:30am to 5:00pm EST for Level 1 and Level 2 Incidents. Phone Number: +1 866-637-4646

2. Designated contact

2.1. The Customer shall designate an individual to act as the single point of contact between the customer and Merinio ("Designated Contact"). The Customer shall notify Merinio of any change concerning this Designated Contact.

2.1.1. The main responsibilities of the Designated Contact include:

- 2.1.1.1. Technical Support: Assist Merinio's Customer Success team in troubleshooting and resolving technical issues.
- 2.1.1.2. Central Communications: Act as a central point of contact for reporting problems and following up on requests submitted.
- 2.1.1.3. User Support: Provide help to Authorized Users with basic problems, such as connection or access difficulties.
- 2.1.1.4. Coordination: Organize user integration and training sessions following deployment of the solution, as part of the operational phase.
- 2.1.1.5. Technical Requests: Make requests for additional technical assistance, including remote system administration.
- 2.1.1.6. Problem knowledge: general knowledge of problems reported by Authorized Users at the Customer's site.
- 2.1.1.7. Reproduction assistance: Help to reproduce technical problems, if necessary. To ensure effective error resolution, Merinio must be able to reproduce errors. The Customer undertakes to cooperate closely with Merinio to facilitate such reproduction, in particular by performing diagnostic or troubleshooting activities in accordance with Merinio's recommendations. This cooperation is essential to enable Merinio to understand and resolve problems efficiently.
- 2.1.1.8. The Designated Contact is also responsible for the escalation procedure in the event of critical or urgent problems.

3. Customer Health Meetings

- 3.1. Merinio coordinates the relationship meetings included in the Order Form with the Designated Contact to review cases, trends, Incidents affecting operations and prevention measures. The Order Form states the annual number of meetings and included service hours. Relationship meetings do not consume service hours; working sessions devoted to professional services do. Quarterly value touchpoints remain separate from these meetings.

4. Merinio Customer Success and Support Services Exclusions

- 4.1. Customer support does not include assistance with the following matters:
 - 4.1.1. Assistance with password resets. For password resets and lockouts due to incorrect login attempts, Users should click on the "Forgot your password?" link on the login page or contact their system administrator or wait for the lockout period to expire. For security reasons, Merinio does not provide the contact details of system administrators;
 - 4.1.2. Assistance with Merinio usernames. For assistance with usernames, Authorized Users should contact their system administrator;
 - 4.1.3. Support for non-Merinio products, services or technologies, including the implementation, administration or use of third-party technologies such as databases, computer networks or communication systems;
 - 4.1.4. Support for all hardware used to access Merinio (tablet, computer, mobile device);
 - 4.1.5. Managing and modifying Customer-accessible configurations falls outside ordinary support. These services may be provided using the service hours included in the Order Form or under an accepted quote. Hours are consumed in the order services are performed; unused hours expire at the end of each twelve-month period and do not roll over. Work exceeding the allowance is quoted in advance. Ordinary support and bug fixes do not reduce the allowance. The allowance excludes custom development and deployment-hour overruns. Deployment training is covered by the deployment package paid for by the Customer;
 - 4.1.6. Modification or assistance with configuration in third-party payroll systems

5. Incident Response

- 5.1. Definition and Exclusions
 - 5.1.1. "Incident" means an unplanned event or occurrence emanating from Merinio or its service providers, which adversely and substantially affects the Platform or its use by the Customer or Authorized Users, subject to the exceptions set forth below
- 5.2. The following occurrences, among others, shall not be considered Incidents, and Merinio's obligations with respect to responding to Incidents shall not apply:
 - 5.2.1. Occurrences caused by the Customer's or Authorized Users' hardware and software equipment;
 - 5.2.2. Occurrences caused by the Customer's or Authorized Users' Internet connection;
 - 5.2.3. Occurrences caused by non-compliance with the Acceptable Use Policy;
 - 5.2.4. Occurrences caused by force majeure;

6. Response Time

- 6.1. If an Incident is reported or detected by Merinio, Merinio will provide an initial response within the timeframe specified below, depending on the level of severity.
- 6.2. Merinio cannot guarantee a resolution time for any type of Incident.

Incident Severity	Initial response Time
Level 1 - Critical Business stopping and no acceptable workaround. Imminent threat to key business or near-term business milestones posing financial risk	4 hours
Level 2 - Urgent Key business impacting, no workaround	12 hours
Level 3 - High Key business impacting with workaround, OR non-key business impacting no workaround	2 business days
Level 4 - Medium Non-key business impacting with workaround, OR not business impacting	5 business days

6.3. Updates and incident reports

- 6.3.1. For Level 1 incidents, Merinio will provide the Customer with regular updates on progress towards resolution, at most every 60 minutes, until a solution or workaround is provided. Repeatable errors that cannot be resolved quickly will be escalated to the development team for further investigation and analysis.
- 6.3.2. Following any critical Incident (Level 1 to Level 3), at the Customer's request, the parties will meet for a debriefing regarding the response to the Incident. Wherever possible, the parties will work together to conduct a root cause analysis and evaluate strategies to prevent the recurrence of such critical incidents. Upon request, Merinio will produce an incident report explaining the root cause and mitigation measures taken to avoid similar Incidents in the future.
- 6.3.3. Incident updates and reports will be published on status.merinio.com.

7. Platform Availability

7.1. Uptime Targets

- 7.1.1. Platform Uptime target: 99.9%
- 7.1.2. Uptime is evaluated for each actual calendar month, using Eastern Time (America/Toronto), as follows: $\text{Uptime (\%)} = 100 \times [1 - (\text{minutes of downtime other than Excused Downtime} \div \text{total minutes in that calendar month})]$. The 99.9% target is met when the result is at least 99.9%; no fixed 44-minute threshold applies. Uptime is calculated from Merinio's records. An inability to access the Platform for reasons not originating from Merinio, such as the Customer's Internet connection or hardware, does not constitute downtime.

7.2. Excused Downtime

- 7.2.1. No credit will be deemed to accrue for any failure to meet the uptime target relating to any of the following "Excused Downtime" events (as reasonably determined by Merinio):

- 7.2.1.1. Customer-initiated changes affecting the Platform, whether implemented by Customer or Merinio on behalf of Customer;
- 7.2.1.2. Unavailability of a third-party service (excluding Merinio's service providers);
- 7.2.1.3. Downtime resulting from a violation of the Terms of Service or Acceptable Use Policy by the Customer;
- 7.2.1.4. Downtime resulting from a force majeure event;
- 7.2.1.5. Downtime caused by malicious code;
- 7.2.1.6. Any scheduled maintenance announced at least 72 hours in advance, up to a total of 4 hours per month;
- 7.2.1.7. any emergency maintenance announced at least 60 minutes in advance, up to a total of 2 hours per month;

8. Service Credits

- 8.1. If Merinio fails to meet the uptime target in any month for reasons other than an "Excused Downtime" (as defined above), Customer will be entitled to receive, as its sole and exclusive remedy and Merinio's entire aggregate liability, a service credit based on the fees payable by the Customer for the affected Service during the month in which the uptime target is not reached as set forth below :

Availability Percentage	Service Credit
At or Above Target	N/A
99.5% ≤ Uptime < 99.9%	5%
99.0% ≤ Uptime < 99.5%	10%
98.0% < Uptime < 99.0%	20%
98.0% or less	25%

- 8.2. For each time during a given month where Merinio fails to meet the target initial response time, Customer shall be entitled to a service credit of 5%, up to a maximum of 25%.
- 8.3. Service Credit will be applied to future fees. To request a service credit, Customer must deliver a written request to Merinio within 30 days of the end of the calendar month in which the event giving rise to a service credit occurs, failing which the Customer forgoes its right to claim the credit. In no event shall Customer's total service credit in a month exceed 25% of the monthly charges for the affected services.