

**1. SCOPE OF TERMS**

1.1 **Scope.** These terms describe the policies and procedures under which We provide commercially reasonable technical support and maintenance for Software Services where ordered by You and Our service level commitments. The terms form part of the Agreement between You and Us for Software Services and are incorporated by reference into Your Order Form. Capitalized terms used but not defined in this supplement have the meanings given to them in the General Terms.

**2. SUPPORT AND MAINTENANCE**

2.1 **Support Services.** So long as You pay the fees and comply with all other terms and conditions of the Agreement, We will use commercially reasonable efforts to provide support and maintenance services (the “**Support Services**”) during the Service Term for Your designated contacts consisting of the following: (a) clarification of Software Services functions and features; (b) clarification of the Documentation; (c) limited guidance and troubleshooting regarding usage and connection issues related to Software Services; and (d) verification, analysis and correction of errors and abnormal behaviour in Software Services (“**Incidents**”). While We will use commercially reasonable efforts to correct errors in Software Services and respond in accordance with these terms, You acknowledge that it may not be possible for Us to correct every Incident reported by You or of which We are made aware on any particular timeline or even at all.

2.2 **Exclusions.** Support Services do not include issues arising from: (a) Your or Registered Users’ equipment, network connection or other infrastructure; (b) use of Software Services in a manner not consistent with Documentation or the Agreement; (c) failures or downtime due to Force Majeure Events; or (d) use of Beta Versions, free trials or demo access. Support Services also do not include the provision of training, unique enhancement requests, onsite services or support for third-party end users who are not Registered Users.

2.3 **Submission of Incidents.** During Your onboarding, We will provide a dedicated support contact and escalation path (hours, email and phone number) for Your designated support contacts to report any Incidents. You will cooperate with Us by providing information and access to resources as reasonably required for Us to provide Support Services. We will be excused for non-performance attributable to Your lack of cooperation.

2.4 **Classification.** Our support personnel will assign a priority level to each reported Incident based on the following criteria:

<b>Priority # and Level</b>	<b>Description</b>
P1 – Critical	A problem impacting multiple customers and their users or that is causing a complete outage of Software Services
P2 – High	A problem impacting only a single customer or that is causing a loss of substantial and significant parts of Software Services

P3 – Low	All other issues, including problems causing some minor inconvenience but the Software Services remain operational, a problem with a function or process causing minor problems but there is a workaround in place, or a problem that is minor or cosmetic in nature
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2.5 **Priority and targeted response.** After assigning priority, We will use commercially reasonable efforts to investigate and provide initial responses and updates based on the targets below:

<b>Priority</b>	<b>Initial Response</b>	<b>Updates</b>	<b>Continuous Investigation</b>
P1 – Critical	Within 1 working hour	Hourly	Yes
P2 – High	Within 1 working day	On request	Yes
P3 – Low	Within 1 working day	On request	No

Depending on the nature of the issue, resolution may take the form of an explanation, recommendation, workaround, modification or fix to Software Services. We try to schedule maintenance releases every three weeks but can provide “hotfixes” where needed based on criticality of the Incident.

**3. AVAILABILITY**

3.1 **Availability requirement.** We guarantee that the inventory management system (“**IMS**”) will be available for access and use by Registered Users at least 99.8% of the time, other than as a result of the Exceptions (defined below), as measured over the course of each calendar month during the Service Term (the “**Availability Requirement**”).

3.2 **Exceptions.** No period of performance degradation or inoperability will be included in calculating the Availability Requirement to the extent such downtime is due to (“**Exceptions**”): (a) any scheduled maintenance announced at least forty-eight (48) hours in advance; (b) Registered Users’ use of the IMS other than in accordance with the Documentation and Agreement; (c) failures of Your, Your Affiliated Network’s or Registered Users’ internet connectivity; (d) internet or other network traffic problems other than problems arising in or from networks required to be provided by Us; and (e) maintenance, defects or failures of Non-RBAS Applications.

3.3 **Service credits.** So long as You are not in default under the Agreement, if We fail to meet the Availability Requirement in any calendar month during the Service Term, You may request within thirty (30) days after Our failure that We provide You with a service credit equal to five percent (5%) of the total monthly recurring fees for the IMS for each day of the month We fail to meet the guarantee, up to a maximum of twenty percent (20%) of the total monthly recurring fees in that month. Our sole liability, and Your sole and exclusive remedy, for Our failure to meet the Availability Requirement is set forth in this Section 3.

3.4 **Persistent failure.** If there are three (3) or more separate and distinct failures of the Availability Requirement over a consecutive six (6) month period, then You may terminate the Agreement on not less than thirty (30) days’ written notice without any further liability.