

SUPPORT AND MAINTENANCE ADDENDUM

1. DEFINITIONS

“Business Day” means a working day other than Saturday, Sunday or public holiday at MAPP’s registered address.

“Force Majeure” means acts of God or government, civil commotion, military authority, war, riots, terrorism, strikes, fire, or other causes beyond the parties’ reasonable control.

“Hosted Software” means a separate single-tenant instance of the Software, hosted and operated by MAPP and accessed by Customer remotely.

“On-Premise Software” means Software installed and operated on Customer’s premises/in Customer’s data center and not hosted and operated by MAPP.

“SaaS” means “Software as a Service” and refers to a centralized instance of the Software serving multiple Customers, hosted and operated by MAPP and accessed by Customer remotely.

“Software” means any MAPP Marketing Applications standard software products licensed to Customer under an Agreement that references this Addendum, but does not cover modifications and customizations.

2. SUPPORT AND MAINTENANCE

- 2.1 Support and Maintenance covers assistance and consultation to assist Customer in resolving problems with the use of the Software, including the verification, diagnosis and correction of material errors and defects in the Software and the provision of bug fixes, corrections, modifications, enhancements, upgrades and new releases to the Software to ensure the functionality of the Software.
- 2.2 MAPP shall provide Support and Maintenance to Customer materially in accordance with MAPP’s published Customer Services Support Guide and technical support policies, which MAPP may revise from time to time in its reasonable discretion upon prior notice to Customer’s support coordinators and/or the support contacts for Customer maintained by MAPP. The current version of the Customer Services Support Guide and the technical support policies can be accessed via the MAPP Customer Services Portal.
- 2.3 Support and Maintenance do not cover any problem with or damage to the Software to the extent caused by (i) negligence, abuse, misuse, improper handling, improper use, improper storage or modifications by anyone other than MAPP or its contractors; (ii) failure to operate the Software in accordance with its documentation and/or with MAPP’s specifications or limitations; (iii) modifications to the Software that have not been approved or provided by MAPP; (iv) acts of third parties; (v) third party products not under a maintenance agreement with MAPP and (vi) Force Majeure.
- 2.4 MAPP shall have no Support and Maintenance obligations with respect to any hardware or software product other than the Software (“Nonqualified Products”). If MAPP provides Support and Maintenance for a problem caused by a Nonqualified Product, or if MAPP’s service efforts are increased as a result of a Nonqualified Product, MAPP may charge time and materials for such extra services at its then current rates. If, in MAPP’s reasonable opinion, performance of Support and Maintenance is or will be made more difficult or impaired because of Nonqualified Products, MAPP shall so notify Customer, and Customer shall immediately remove the Nonqualified Product at its own risk and expense. Customer shall remain solely responsible for the compatibility and functioning of Nonqualified Products with the Software.
- 2.5 When Customer requests Support and Maintenance, it must assign a priority for each incident/request based on the criteria set out below. MAPP will assign a priority if Customer fails to do so. MAPP may consolidate multiple requests relating to the same incident to one Support and Maintenance event.
- 2.6 MAPP shall provide Support and Maintenance Hours of Operation and Response Times as defined in the table below. The times indicated in the table below correspond to EST for Americas Customers, to AEST for APJ customers, and to CET for EMEA customers.

Response Times are measured by the interval between Customer’s initial contact (via electronic receipt of incident or phone call) to MAPP and the first contact (via electronic receipt or phone call) with a MAPP representative. Response Time intervals are measured during Hours of Operation only.

Priority Rating	Hours of Operation	Response Time
PRIORITY 1 (CRITICAL) A Priority 1 incident is a problem that prohibits use of the Software or renders the Software inoperable, it is a catastrophic issue in the Software which severely impacts the Customer's production systems, as they are inaccessible or there is a system wide performance degradation making the Customer's production systems unusable.	24h, 7 days a week DMC: Mo. – Fr. 9am - 6pm (on Business Days)	2 hours
PRIORITY 2 (SIGNIFICANT) A Priority 2 incident is a problem that causes a significant impact to the business; however, operations can continue in a degraded fashion. It is a production issue in the Software where the Customer's systems are functioning but in a severely reduced capacity due to defect or performance. The issue is causing significant impact to portions of the customer's normal business operations and productivity. Either a workaround is not available or the one that is available is not a reasonable resolution.	Mo. – Fr. 9am - 6pm (on Business Days)	Next Business Day
PRIORITY 3 (MINOR) A Priority 3 incident is an issue that negligibly impacts the customer's ability to do business, it is an issue in the Software where the customer is experiencing functional or usability restrictions that are either not critical to the business or possess a reasonable workaround, the customer has an issue with documentation or a question associated with product usage or any other inquiry.	Mo. – Fr. 9am - 6pm (on Business Days)	Next Business Day

- 2.7 In case the parties agree on geographical restrictions on data access and data processing, this impacts the Hours of Operation. MAPP cannot leverage its global pool of experts for geographically restricted customer systems and therefore will only be able to provide Support and Maintenance Monday to Friday 9am to 6pm (on Business Days) instead of 24 hours, 7 days a week.
- 2.8 MAPP will always endeavor to resolve problems as swiftly as possible. However, it is not possible to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously. MAPP will make its best efforts to resolve problems as quickly as possible and frequent progress reports will be provided to the customer.
- 2.9 Customer must allow MAPP to access the Software remotely and to give MAPP unrestricted access to the Software to enable Support and Maintenance and other remote services.
- 2.10 Customer shall establish internal support coordinator(s) to whom all users shall be instructed to direct all questions and problems regarding use, operation and maintenance of the Software. Customer agrees that its support coordinator(s) shall be fully familiar with and trained in the use of the Software and Customer agrees that only its support coordinator(s) shall be entitled to contact MAPP for Support and Maintenance.
- 2.11 MAPP will provide Support and Maintenance for Major and Minor Software Releases for no less than thirty six (36) months from General Customer Availability. Software Releases will be proactively provided for no less than twenty four (24) months from GCA. "General Customer Availability" ("GCA") shall mean the first date that a Major or Minor Release is available to all users, regardless of language or media.

MAPP typically identifies Software Releases using the format "X.Y.Z.n" where (i) "X" equals a "Major Release" which shall be defined as the publication of new software product or a new release for general customer distribution of an existing software product that contains substantial new features, major enhancements, possible operational changes and applicable corrections from previous maintenance release; (ii) "Y" equals a "Minor Release" which shall be defined as a change to then-currently-distributed Major Release that contains minor feature improvements or enhancements and may contain applicable corrections from previous release; (iii) "Z" equals a "Maintenance Release" which shall be defined as a change to the then-currently-distributed Major and Minor Releases that contains applicable corrections for reported software problems; and (iv) "n" equals a critical patch level release that contains expedited corrections for reported software problems.

The term "Software Release" as used in the definitions above does not include (i) any new or supplemental software product, component, or content released by and licensed separately by MAPP (except when such new or supplemental software is a replacement to the Software) or (ii) any software, component, or content that is designed for use on operating systems other than the operating system for which the Software is intended.

- 2.12 Software provided as SaaS shall only be provided in its current version/latest release by MAPP to the Customer.
- 2.13 For Hosted Software MAPP is entitled, but not obliged, to incorporate new Software Releases to the Software when and if available. Incorporation of a Software Release and migration of Customer's data and configuration for new Software

Releases may be subject to charges for the required Professional Services. In this case the incorporation of new Software Releases shall be agreed by the parties in advance and shall be subject to a written statement of work and reimbursement on a time and materials basis.

- 2.14 For On-Premise Software MAPP shall incorporate new Software Releases to the Software when and if available according to a schedule approved by the parties. However, incorporation of a Software Release, migration of Customer's data and configuration for new Software Releases may be subject to charges for the required Professional Services and shall be subject to reimbursement on a time and materials basis pursuant to a written statement of work signed by the parties.