

VENDA SUPPORT SERVICES

Subject to your procurement of Support Services (as defined herein), these Support Services terms (the "**Support Terms**") shall govern Venda's provision of Support Services to you ("**Customer**") pursuant to the level of Support Services that you have procured or are otherwise entitled to.

1. DEFINITIONS.

In these Support Terms, capitalised terms not defined herein shall have the definition given such term in the Agreement:

"**Agreement**" means the applicable agreement(s) that provide you with access to the Service.

"**Alternative Solution**" means a solution or correction to an incident that allows the Service to function substantially in accordance with the User Guides.

"**Authorised Contacts**" means the named Customer employees or authorised agents who: (a) have sufficient technical expertise, training and/or experience with the Service to perform Customer's obligations under these Support Terms; (b) are responsible for all communications with Venda regarding these Support Terms, including case submission and Incident reports; and (c) who are authorised by Customer to request and receive Support Services for the Service on behalf of Customer.

"**Business Days**" are Monday to Friday during Normal Support Hours, excluding Venda company holidays.

"**Enhancement Request**" means a request by Customer to add functionality or enhance performance beyond the specifications of the Service and are not included as part of the Support Services.

"**First Level Support**" means any support relating to calls from Customer's customers, end users or affiliates or general resolution of user errors, network errors, provisioning errors or Internet delays or malfunctions.

"**Incident**" means a single support question or reproducible failure of the Service to substantially conform to the functions and/or specifications as described in User Guides and reported by an Authorised Contact.

"**NS Cases**" is the online support portal that is accessible 24x7.

"**Normal Support Hours**" are 9.00 am to 5.00 pm on Business Days in the time zone of the address for Venda's office address listed on the Agreement.

"**Response Time**" means the targeted time period within which Venda will aim to contact Customer to acknowledge receipt of an Incident report and to engage an appropriately skilled support resource, commencing from the time that Venda receives all required information as specified in Section 4.2. Response Times are measured during Normal Support Hours.

"**Severity Level**" means the Severity Levels 1-4 as defined below:

"**Severity Level 1 (Critical)**" means an Incident where Customer's production use of the Service is stopped or so severely impacted that Customer cannot reasonably continue business operations. It may result in a material and immediate interruption of Customer's business operation that will cause a loss of Customer data and/or restrict availability to such data and/or cause significant financial impact.

"**Severity Level 2 (Significant)**" means an Incident where one or more important functions of the Service are unavailable with no acceptable Alternative Solution.

Customer's implementation or production use of the Service is continuing but not stopped; however, there is a serious impact on Customer's business operations.

"**Severity Level 3 (Less Significant)**" means an Incident where: (a) important Service features are unavailable but an Alternative Solution is available, or (b) less significant Service features are unavailable with no reasonable Alternative Solution. Customers experience a minor loss of business operation functionality and/or an impact on implementation resources.

"**Severity Level 4 (Minimal)**" means an Incident that has a minimal impact on business operations or basic functionality of the Service.

"**Support Services**" means the support services for the Service provided by Venda under the terms set forth herein, but do not include First Level Support or Enhancement Requests. Support Service levels include Silver and Gold Customer's level of Support Services shall be determined by the level of Support Services that such Customer has procured or is otherwise entitled to.

"**Silver Support**" is Venda's basic Support Services described herein.

"**Gold Support**" means Venda's second highest level of Support Services. In addition to the basic Support Services described herein, if Customer is entitled to Gold Support, the Normal Support Hours for Severity 1 and Severity 2 issues will be expanded to 24x7 coverage.

"**Test Case**" means Customer's instructions that allow Venda to reproduce an Incident.

2. SCOPE OF THE SUPPORT TERMS.

2.1 Subject to the terms contained herein, Venda shall address all Incidents which may arise from Customer's use of the Service in accordance with Sections 4 and 5 below.

2.2 Venda shall not have any obligation to provide Support Services with respect to any: (a) adaptations, configurations or modifications of the Service made by Customer or any third party; (b) First Level Support, which shall be provided by Customer; (c) Enhancement Requests; or (d) any items excluded pursuant to Section 5.

2.3 Venda may offer Professional Services to help resolve issues that fall outside the scope of the Support Services. Any Professional Services shall be provided under a separate agreement and shall be subject to the Agreement or Venda's then-current consulting fees and terms.

3. TERM AND TERMINATION.

3.1 Subject to the terms set forth herein, and unless otherwise provided in the applicable Estimate/Order Form or Agreement, the initial term for Support Services will commence on the Effective Date and shall continue for a period of one (1) year. In the event that Customer has not delivered an Estimate/Order Form to Venda regarding the upcoming renewal term prior to the expiration of the then current term, the term shall be automatically extended for successive renewal terms of one (1) year each unless either party provides written notice of non-renewal to the other at least

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thirty (30) days before such expiration. Fees for the Support Services on all subsequent Estimate/Order Forms and renewals shall be set at then current Venda pricing, unless otherwise agreed to by the parties.

3.2 For the duration of the initial term and any elected renewal term(s) described in this Section 3, Customer shall purchase and maintain the same level of Support Services for all users of the Service (including without limitation any incremental licenses subsequently purchased by Customer). For clarity, Customer may not elect to purchase or renew Support Services for just a portion of its Service or of its users who can access the Service.

3.3 In addition to any other rights or remedies Venda may have under these Support Terms or the Agreement, if Customer is more than thirty (30) days delinquent in any payment obligation, then Venda may, upon written notice to Customer, immediately suspend performance of the obligations set forth in these Support Terms until such delinquency is remedied.

3.4 Either party may terminate these Support Terms if the other party breaches a material term of these Support Terms and such breach is not cured within thirty (30) days after written notice thereof from the terminating party. Venda shall refund the pro rata portion of fees paid by Customer for Support Services provided pursuant to these Support Terms for the terminated portion of the term. Notwithstanding anything to the contrary herein or in the applicable Agreement, these Support Terms shall terminate upon expiration or termination of the Agreement or expiration or termination of Customer's license to access Service.

4. INCIDENT REPORTING AND RESPONSE TIMES.

4.1 Authorised Contacts. All reports of Incidents must be made to Venda by the Authorised Contact(s). The primary method for a Customer to report an Incident is via Jira. The foregoing notwithstanding, Customer procuring Gold Services may notify Venda of Incidents via email or telephone (if Customer's access to Jira is unavailable). Customer may substitute Authorised Contact(s) from time to time by giving Venda prior written notice, including the relevant contact information for any new Authorised Contact.

4.2 Required Information. All Incident reports must, if applicable, include the following: (a) Customer's identification number which Venda shall provide to Customer soon after the Effective Date of these Support Terms; (b) a reproducible Test Case that demonstrates the specific usage that causes the Incident being reported; (c) exact wording of all related error messages; (d) a full description of the Incident and expected results; and (e) any special circumstances surrounding the discovery of the Incident. Venda may share such information and other information about Incidents with its contractors, vendors and/or third party application providers to support Venda's support related services.

4.3 Severity Levels. Venda will work with Customer and will assign the appropriate severity level to all Incidents according to the Severity Level definitions. Severity Levels are assigned to allow prioritisation of incoming Incidents. Venda may reclassify Incidents based on the current impact on the Service and business operations as described in the Severity Level definitions. In the event Venda determines that an Incident is in fact an Enhancement Request, it shall not be addressed under these Support Terms.

4.4 Venda's Obligations. Venda will make available Support Services access during Normal Support Hours for Customer to

report Incidents and receive assistance. On receipt of an Incident report, Venda shall establish whether there is an Incident for which Customer is entitled to Support Services under these Support Terms and, if so, shall: (a) confirm receipt of the Incident report and notify Customer of the Incident case number that both parties must then use in any communications about the Incident; (b) work with Customer to set a severity level for the Incident based on the criteria set forth herein; (c) analyse the Incident and verify the existence of the problem; and (d) give Customer direction and assistance in resolving the Incident pursuant to the terms described herein.

4.5 Response Time Goals.

	Severity 1	Severity 2	Severity 3	Severity 4
Response Time	30 minutes	4 hours	1 Business Day	2 Business Days

4.6 Customer's Obligations. Venda's obligation to provide Support Services under these Support Terms is conditioned upon Customer: (a) paying all applicable fees for Support Services prior to the date the Incident is reported; (b) having valid access to the Service; (c) providing Venda with all reasonable assistance and providing Venda with such data, information and materials as that are reasonably necessary; (d) procuring, installing and maintaining all equipment, telephone lines, communication interfaces and other hardware and software necessary to access the Service; (e) providing all First Level Support; and (f) providing appropriate contact information for all Authorised Contacts(s); (g) utilising Jira.

5. EXCLUSIONS FROM SUPPORT SERVICES.

Venda will not be required to correct any Incident caused by (a) integration of any feature, program or device to the Service or any part thereof; or (b) any non-conformance caused by unauthorised misuse, alteration, modification or enhancement of the Service; or (c) use of the Service that is not in compliance with the Agreement.

6. WARRANTY.

VENDA WARRANTS ONLY TO CUSTOMER THAT SUPPORT SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. OTHER THAN AS EXPRESSLY STATED HEREIN, SUPPORT SERVICES ARE PROVIDED "AS IS." VENDA MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY.

7. GENERAL.

7.1 Complete Agreement. These Support Terms are hereby incorporated by reference into the Agreement and represent the complete agreement between Venda and Customer regarding Support Services and supersedes any prior or contemporaneous agreements or communications or understandings, written or oral, relating to Support Services. These Support Terms will not be modified except by a properly executed written amendment between the parties. Any terms and conditions of any purchase order or other instrument issued by Customer in connection with these Support Terms that are in addition to, inconsistent with or different from the terms and conditions of these Support Terms will be of no force or effect.