

## SUPPORT TERMS

These Support Terms, including any attachments or other terms referenced herein (together the **"Support Terms"**) are subject to, and an integral part of the Master Software and Services Agreement between SaleSqueeze and the Customer as defined in the foregoing licensing agreement applicable to the Software (**"Agreement"**). These Support Terms apply to the Software for which SaleSqueeze has received payment of the corresponding Fees as per the Agreement. All capitalized terms not otherwise defined here will have the meaning specified in the Agreement. The Support Terms may be regularly updated by SaleSqueeze.

### Definitions

**"Incident"** means failure of the Software components to function in accordance with the Documentation, excluding issues due to Customer's misuse or other third-party applications or Third-Party Services.

**"Scheduled Downtime"** means the period of time reserved by SaleSqueeze to apply fixes and updates the Software as part of regular maintenance.

**"Service Requests"** means a request from the Customer that does not meet the criteria for an Incident, and that is limited to information or advice on Software use instructions, activation, licensing and requests for Service Credit.

**"Ticket"** means the ticketing system used by SaleSqueeze to receive Incident claims and Support Requests, that is via email at [support@salesqueeze.com](mailto:support@salesqueeze.com).

### Incident Support

**First Line Support.** Before submitting a Support Request, Customer will perform first line support for itself by investigating any connectivity, access permission, database provisioning or security issues related to its systems, networks or applications interacting with the Software.

**Incident Support.** During the License Term, SaleSqueeze will provide Incident Support by providing:

- Responses to, diagnosis and rectification of Incidents;
- Provision of applicable and available improvements and patches.

If, in relation to an Incident, a permanent fix is not feasible, SaleSqueeze may provide a workaround to restore the use of the Software. SaleSqueeze updates its Software continuously and Customer must not restrict such updates.

## Support Exclusions

Unless otherwise mutually agreed in writing, SaleSqueeze has no obligation to provide Support to Customer if: (i) the Software components have been changed, modified or damaged by the Customer or anyone other than SaleSqueeze without SaleSqueeze consent or knowledge or in breach of the Agreement; (ii) the Incident is caused by Customer's gross negligence, willful misconduct, use of the Software components in breach of the licensing terms ; (iii) the Incident is due to a third-party software or by Third-Party Services or by a Customer integration; or (iv) Customer's failure to comply with the Documentation, or to updated the Software as required by SaleSqueeze.

## Priority Levels

The following support service levels are defined and apply:

Priority level	1. Critical error	2. Non-Critical Error
<b>Definition</b>	A critical error is considered to be any error that prevents the Customer from accepting new orders within the Software.	A non-critical error is considered to be any error that prevents the proper functioning of the relevant functionality of the Software in accordance with the Documentation.
<b>Response time</b>	2 hours when the Ticket is submitted during Working Hours*, or 8 hours when Ticket is submitted outside Working Hours.	Same Business Day* when the Ticket is submitted during Working Hours, or the next Business Day if the Ticket is submitted outside of Working Hours.
<b>Resolution target</b>	SaleSqueeze communicates further steps to correct the error and will continue to work on the problem during Working Hours to provide a correction/workaround.	SaleSqueeze will provide an initial response during Working Hours and will consider a workaround, if appropriate, and if such problem has not been resolved will resolve it in subsequent update or upgrade.

\* SaleSqueeze will provide Incident Support during business days, Monday to Friday except Bank holidays in Slovenia ("Business Days"), between 8:00 and 16:00 CET during Business Days ("Workings Hours"). The service level response times elapse only during Working Hours and Tickets remain on hold outside of these hours and the SLA clock will not run.

Official and only supported language for submitting Tickets, communicating, and providing support is English. Tickets submitted in other languages will not be accepted.

Customer will assess the impact, urgency and the perceived Priority Level of an Incident and add these details in the Ticket. SaleSqueeze will evaluate the Priority Level and confirm or recategorize it. Customer must submit Incidents and Service Requests to SaleSqueeze exclusively via Tickets.

Under the response times, SaleSqueeze will provide the first response to Incidents which will include re-evaluation or confirmation of Priority Level. Based on the confirmed Priority Level, SaleSqueeze will target the first response times noted above. SaleSqueeze will make commercially reasonable efforts to respond to Service Requests but is not bound by the response times prescribed herein.

### **Support Cooperation**

As a precondition for requesting Support, Customer agrees that it and its Users will use reasonable efforts to: (i) to clearly understand the problem and provide the first line support before consulting SaleSqueeze; (ii) provide SaleSqueeze with sufficient information and data for SaleSqueeze to adequately address the potential problem; (iii) utilize sufficient resources to understand the instructions from SaleSqueeze in addressing the problem, and make reasonable attempts to correct the problem as suggested by SaleSqueeze.

Customer acknowledges that the time required for resolution of Incidents may vary depending on the specific circumstances of each problem, including, without limitation, the nature of the Incident, the extent and accuracy of information available about the Incident, and the level of Customer's cooperation and responsiveness in providing materials, information, access and support reasonably required by SaleSqueeze to adequately address the potential problem.

### Service availability level

SaleSqueeze agrees that Software shall be available to the Customer at least 99.8% of the total time in a period of 12 consecutive months ("SLA"). For each 0,5% downtime, the Client will be offered service credits equivalent to the value of 0,5% of the Applicable Fee for the affected Software, up to an aggregated maximum of 5% of the total Applicable Fee for the affected Software. Service credits must be request by Customer no later than 15 calendar days as of the Incident's notification via a Ticket and will provide all necessary information for SaleSqueeze to be able to make a good faith determination of the service credit eligibility. The service credits owed to Customer will be deducted from Customer's additional purchases of licenses and cannot be exchanged for the equivalent in cash. The aggregate maximum service credits applied to an invoice will not exceed 100% of the invoiced amount. Service credits accrued by the Customer expire at the end of the License Term for the applicable Software. "Applicable Fee" means the total Fees paid by the Customer for the current License Term of the applicable Software, applied pro-rata to the month in which a Service Credit is owed. Service credits and SLA shall not apply to for Software not supported as per clause Support Exclusions above and for Scheduled Downtime. Customer acknowledges that Service Credits are its sole and exclusive remedy, and SaleSqueeze's sole and exclusive liability for failure to meet the SLA.