



SHOPIT SAAS MAINTENANCE AND SUPPORT AGREEMENT

The following are the maintenance and support terms and conditions pertaining to the Licensed Software 'Shopit' being licensed by Shopit Limited ('Shopit Limited') to the Licensee in accordance with the Master Software License Agreement.

1. DEFINITIONS

For purposes of this Maintenance Agreement, the following terms shall have the meanings set forth below. Any capitalized terms not specifically defined herein shall have the same meaning ascribed to them in the Master Software License Agreement.

"Additional Services" means additional services (including training) that are not part of the Maintenance and Support Services, and that are agreed to in writing by Shopit Limited and Licensee.

"Covered Software" means the Licensed Software as defined in the Master Software License Agreement as well as the servers, networks, and data centers where Shopit Limited hosts the Licensed Software for the Licensee.

2. COVERAGE

During the term of this Agreement as set forth in **ARTICLE 8** below, Shopit Limited agrees to provide the Maintenance and Support Services for the Covered Software and all Shopit Limited provided hardware systems and platform software. The Covered Software does not include Licensee-developed software or third-party software except any third party software embedded in the Covered Software or in Shopit Limited provided hosted servers, nor does it include custom software created by Shopit Limited's team.

3. DESCRIPTION OF MAINTENANCE SERVICES

3.1. Support Services



During the term of this Maintenance Agreement as set forth in **ARTICLE 8** below, Shopit Limited will provide the services described herein so as to maintain the Covered Software in good working order, keeping it free from material defects and Errors so that the Covered Software shall function in accordance with its specifications, the accepted level of performance and Level of Use set forth in the Master Software License Agreement.

3.1.1. Basic Support Response

Shopit Limited will make available to Licensee an email address (the “Support Email”) for Licensee to initiate trouble reports requesting service of the Covered Software; the Support Email is accessible at all times. Support requests other than those defined in **SECTION 3.2**, **SECTION 3.3** and **SECTION 3.4** will be handled between 8:00am and 8:00pm Greenwich Mean Time, Monday through Friday, excluding legal holidays in the United Kingdom. The Support Email can also be used to notify Shopit Limited of problems associated with the Covered Software and related documentation.

3.1.2. Call-In Support Response

Shopit Limited will make available a telephone number (the “Support Centre Hotline”) that may be used by any Licensee to report Severity 1 incidents (as defined below). The Support Centre Hotline operates from 8:00 am to 8:00 pm Greenwich Mean Time, Monday through Friday, excluding legal holidays in the United Kingdom (“**normal UK working hours**”). At all other times, the Support Centre Hotline is forwarded to a voicemail system that is monitored by an on-call support engineer.

The Support Centre Hotline may not be used for Severity 2, 3, or 4 incidents unless the Licensee purchases the Priority Support Agreement. The Priority Support Agreement contracts run concurrent with the Maintenance Agreement period and entitle the Licensee to designate one or more individuals as Licensee’s Designated Support Liaison(s). The Designated Support Liaison(s) will be allowed to call the Support Centre Hotline for incidents of any Severity and to notify Shopit Limited of problems associated with the Covered Software and related documentation.

3.2. Standard Maintenance & Support Agreement - Remedial Support

Upon receipt by Shopit Limited of notice from Licensee through the Support Centre Hotline or Support Email of an Error, defect, malfunction or nonconformity in the Covered Software, Shopit Limited shall respond as provided below:

3.2.1. Severity 1

A Severity 1 incident is defined as one that produces an emergency situation in which the Covered Software is substantially or completely non-functional or inoperable. Licensee must report Severity 1 incidents to the Shopit Limited by telephone, not by email.

Should the emergency situation be communicated out of **normal UK working hours**, the Licensee should report the incident by email immediately and follow up by telephone immediately during normal UK working hours.

3.2.1.1. Severity 1 RESPONSE

In the case of a Severity 1 incident, a qualified member of Shopit Limited's staff will respond via telephone to begin to diagnose the problem within four hours during normal UK working hours. Shopit Limited will devote all reasonable resources and use its best efforts to resolve Severity 1 problems as quickly as possible. The resolution will be delivered to Licensee as a work-around or as an emergency software fix. If Shopit Limited delivers an acceptable work-around, the severity classification will drop to a Severity 2.

3.2.2 Severity 2

A Severity 2 incident is defined as one that produces a detrimental situation in which the Covered Software is usable, but materially incomplete; performance (throughput or response) of the Covered Software degrades substantially such that there is a severe impact on use under reasonable loads; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

3.2.2.1 Severity 2 RESPONSE

In the case of a Severity 2 incident, a qualified member of Shopit Limited's staff will respond by telephone or email as soon as reasonably possible, but in any event a response will be provided within eight (8) hours. Shopit Limited will devote all reasonable resources and will use its best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to Licensee in the same format as Severity 1 problems. If Shopit Limited delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

3.2.3 Severity 3

A Severity 3 incident is defined as one that produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, but the user suffers little or no significant impact.

3.2.3.1 Severity 3 RESPONSE

Shopit Limited will exercise commercially reasonable efforts to resolve Severity 3 problems in the next maintenance release.

3.2.4 Severity 4

A Severity 4 incident is defined as one that produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from Shopit Limited.

3.2.4.1 Severity 4 RESPONSE

Shopit Limited will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

3.3. Priority Maintenance & Support Agreement - Remedial Support

Upon receipt by Shopit Limited of notice from Licensee through the Support Centre Hotline or Support Email of an Error, defect, malfunction or nonconformity in the Covered Software, Shopit Limited shall respond as provided below:

3.3.1. Severity 1

A Severity 1 incident is defined as one that produces an emergency situation in which the Covered Software is substantially or completely non-functional or inoperable. Licensee must report Severity 1 incidents to the Shopit Limited by telephone, not by email.

Should the emergency situation be communicated out of **normal UK working hours**, the Licensee should report the incident by email immediately and follow up by telephone immediately during normal UK working hours.

3.3.1.1. Severity 1 RESPONSE

In the case of a Severity 1 incident, a qualified member of Shopit Limited's staff will respond via telephone to begin to diagnose the problem as soon as possible during normal UK working hours. Shopit Limited will devote all reasonable resources and use its best efforts to resolve Severity 1 problems as quickly as possible. The resolution will be delivered to Licensee as a work-around or as an emergency software fix. If Shopit Limited delivers an acceptable work-around, the severity classification will drop to a Severity 2.

3.3.2 Severity 2

A Severity 2 incident is defined as one that produces a detrimental situation in which the Covered Software is usable, but materially incomplete; performance (throughput or response) of the Covered Software degrades substantially such that there is a severe impact on use under reasonable loads; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

3.3.2.1 Severity 2 RESPONSE

In the case of a Severity 2 incident, a qualified member of Shopit Limited's staff will respond by telephone or email as soon as reasonably possible, but in any event a response will be provided within four (4) hours. Shopit Limited will devote all reasonable resources and will use its best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to Licensee in the same format as Severity 1 problems. If Shopit Limited delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

3.3.3 Severity 3

A Severity 3 incident is defined as one that produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, but the user suffers little or no significant impact.

3.3.3.1 Severity 3 RESPONSE

Shopit Limited will exercise commercially reasonable efforts to resolve Severity 3 problems in the next maintenance release.

3.3.4 Severity 4

A Severity 4 incident is defined as one that produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from Shopit Limited.

3.3.4.1 Severity 4 RESPONSE

Shopit Limited will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

3.4. Premium Maintenance & Support Agreement - Remedial Support

Upon receipt by Shopit Limited of notice from Licensee through the Support Centre Hotline or Support Email of an Error, defect, malfunction or nonconformity in the Covered Software, Shopit Limited shall respond as provided below:

3.4.1. Severity 1

A Severity 1 incident is defined as one that produces an emergency situation in which the Covered Software is substantially or completely non-functional or inoperable. Licensee must report Severity 1 incidents to the Shopit Limited by telephone, not by email.

Should the emergency situation be communicated out of **normal UK working hours**, the Licensee should report the incident by email immediately and follow up by telephone immediately during normal UK working hours.

3.4.1.1. Severity 1 RESPONSE

In the case of a Severity 1 incident, a qualified member of Shopit Limited's staff will respond via telephone to begin to diagnose the problem as soon as possible during normal UK working hours. Shopit Limited will devote all reasonable resources and use its best efforts to resolve Severity 1 problems as quickly as possible. The resolution will be delivered to Licensee as a work-around or as an emergency software fix. If Shopit Limited delivers an acceptable work-around, the severity classification will drop to a Severity 2.

3.4.2 Severity 2

A Severity 2 incident is defined as one that produces a detrimental situation in which the Covered Software is usable, but materially incomplete; performance (throughput or response) of the Covered Software degrades substantially such that there is a severe impact on use under

reasonable loads; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

3.4.2.1 Severity 2 RESPONSE

In the case of a Severity 2 incident, a qualified member of Shopit Limited’s staff will respond by telephone or email as soon as reasonably possible, but in any event a response will be provided within four (4) hours. Shopit Limited will devote all reasonable resources and will use its best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to Licensee in the same format as Severity 1 problems. If Shopit Limited delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

3.4.3 Severity 3

A Severity 3 incident is defined as one that produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, but the user suffers little or no significant impact.

3.4.3.1 Severity 3 RESPONSE

Shopit Limited will exercise commercially reasonable efforts to resolve Severity 3 problems in a custom maintenance release.

3.4.4 Severity 4

A Severity 4 incident is defined as one that produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from Shopit Limited.

3.4.4.1 Severity 4 RESPONSE

Shopit Limited will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in a custom maintenance release.

3.5 Summary of Maintenance and Support Agreements

	Standard Maintenance & Support Agreement	Priority Maintenance & Support Agreement	Advanced Maintenance & Support Agreement
--	--	--	--

Severity Level	Method	Response Time	Method	Response Time	Method	Response Time
1	Telephone	4 hour	Telephone	ASAP	Telephone	ASAP
2	Email	8 hours	Telephone	4 hours	Telephone	4 hours
3	Email	Next release	Email	Next release	Email	Custom release
4	Email	Future release	Email	Future release	Email	Custom release
Support Hours	UK working hours: 8am - 8pm Monday-Friday Not inc Bank Holidays		24 hours Monday-Friday Not inc Bank Holidays		24 hours 7 days a week 365 days a year	
Users	1		2		5	
Fee	Included		£500/mth		£2500/mth	

3.6 Maintenance Services

During the term of this Maintenance Agreement, Shopit Limited will maintain the Covered Software by providing to Licensee any and all software updates and enhancements to the Covered Software (“Updates”) offered by Shopit Limited under its general maintenance policies. All Updates provided to Licensee by Shopit Limited pursuant to the terms of this Maintenance Agreement shall be subject to the terms and conditions of the Master Software License Agreement. Updates will be provided when available and include bug fixes, security updates, new features, enhancements to existing features, and/or performance enhancements to existing features.

Updates do not include product extensions to different hardware platforms, different operating system platforms, or different database platforms. Updates also do not include new applications, new third party tools, new functionality being sold to new Licensees as separate modules, or add-on modules or custom software (whether created by Shopit Limited, Licensee, or a third party).

Updates will be installed by Shopit Limited’s staff or automated processes. Updates will be scheduled to minimize disruption to Licensee’s end users. All updates will be installed within 30



days of public release. Neither Shopit Limited nor Licensee shall unreasonably delay installation. Updates to related documentation will be provided in electronic form.

Shopit Limited will provide Support and Maintenance services for previous releases for a period of one year. Shopit Limited shall have no further responsibility for supporting and maintaining prior releases, or liability caused by changing technologies.

Shopit Limited assumes no responsibility for the operation or performance of any add-on modules, custom software, or integrated applications, whether created by Shopit Limited, Licensee, or a third party.

3.7 Services Not Included

Maintenance and Support Services do not include any of the following: custom programming services; on-site support, including installation of hardware or software; support of any software not Covered Software; training; out-of-pocket and reasonable expenses, including hardware and related supplies; or any other activity set forth in this Maintenance Agreement that is deemed an Additional Service.

4. TIME AND MATERIALS SERVICES FOR NON-LICENSOR PROBLEMS

In the event that Licensee notifies Shopit Limited of a problem experienced by Licensee in connection with the operation of the Covered Software, Shopit Limited shall respond as provided in **SECTION 3.2** above. If the cause of such problem is not an Error, defect or nonconformity in the Covered Software, Licensee shall compensate Shopit Limited for all work performed by Shopit Limited in connection therewith, on a time and materials basis at the Shopit Limited's rates as set forth in the Master Software Agreement (or such lower rate as mutually agreed upon).

5. ACCESS

Maintenance and Support Services are conditioned upon provision by Licensee to Shopit Limited of reasonable necessary access to the people and systems running the Covered Software, including, but not limited to, passwords, system data, file transfer capabilities, and screen sharing and phone calls with administrators, technicians, and end users. Shopit Limited will maintain security of the system and use such access only for the purposes of providing the services and will comply with Licensee's standard security procedures. Information accessed by Shopit Limited



agents or employees as a result of accessing Licensee system shall be deemed “Confidential Information” pursuant to the terms of the Master Software License Agreement.

6. ANNUAL MAINTENANCE AND SUPPORT FEES

6.1 Maintenance and Support Fees

Standard Maintenance and Support is included in Licensee’s SaaS Subscription Fees and shall be provided as long as this Agreement is in force. Priority and Premium Maintenance and Support are additional to the Licensee’s SaaS Subscription Fees and shall be provided as long as this Agreement is in force.

6.2 Travel and Related Expenses

Licensee agrees to reimburse Shopit Limited for reasonable travel and related expenses incurred by Shopit Limited related to providing the Maintenance and Support Services. Such expenses shall specifically include charges for freight, travel (including lodging and associated expenses), printing and documentation, and other out-of-pocket expenses reasonably required for performance of the Maintenance and Support Services, but shall specifically exclude any expenses associated with the Shopit Limited’s general overhead, including salaries of employees, unless otherwise agreed in writing by the parties.

7. INCORPORATION OF TERMS

This document shall be subject to the specific terms and conditions of the Master Software License Agreement, which are incorporated herein by reference. The parties’ execution of the Master Software License Agreement shall be deemed their execution of this Maintenance Agreement.

8. TERM AND TERMINATION

The term of this Maintenance Agreement shall commence on the Effective Date of the Master Software License Agreement, and shall expire when Licensee provides written notice to Shopit Limited of its intent not to renew or does not pay Fees when due pursuant to **ARTICLE 6** of this Agreement.

