

SUBSCRIBED SERVICE SPECIFIC TERMS

SUPPORT SERVICES

The Supplier shall provide the Support Services as set out in this Subscribed Service Specific Terms.

1. SOFTWARE UPDATES

The Supplier shall provide Customer with updated versions of the axept® Software if, when, and as such Updates are made generally available by the Supplier (collectively, “**Software Updates**”). Updates may include some or all of the following: (i) Error Corrections (as defined below), (ii) security updates, (iii) legal or compliance updates, and (iv) other enhancements or modifications made in Supplier’s discretion.

The Supplier shall provide Updates and Technical Support only for the current and the immediately preceding major versions of the axept® Software (“**Supported Versions**”). If Customer wishes to continue receiving Updates or Technical Support, it must migrate to a Supported Version.

2. TECHNICAL SUPPORT

The Supplier Helpdesk will be available between 8.00 am and 8.00pm UK time on Monday to Saturday and between 9.30 am and 5.30pm UK time on Sundays and on National and Bank holidays (“**Support Hours**”). It shall not be available on Christmas Day.

The Helpdesk may be contacted using such contact details as may be notified by the Supplier from time to time.

All support requests shall be logged by the Supplier. The Supplier shall give each support request a support reference number. The Supplier will endeavour to ensure that all e-mail requests for support will be acknowledged within 30 minutes (during a Support Hour).

Severity	Definition	Initial Response Time	Method of Resolution
Critical (Severity 1)	<p>Severe impact on use of the affected service in a production environment; No procedural workaround is available. Examples include:</p> <ul style="list-style-type: none"> • Complete inability to use the service, resulting in a halting of business operations. • Inability to process debit or credit payments for more than 3 (three) hours between 9 am and 11 pm. • Irrecoverable system crash or loss of data. • Identified security vulnerability. 	4 Hrs. (24/7 via Help Desk)	Hotfix/Patch/ Configuration fix
High (Severity 2)	<p>Product or service is functioning but use in a production environment is severely reduced; No procedural workaround is available.</p>	36 Hrs. (M-F)	Non-scheduled Software Update
Medium (Severity 3)	<p>Partial, non-critical loss of product or service function in production or development environment.</p> <ul style="list-style-type: none"> • For production environments, has a medium to low impact on business operations but the business continues to function, including by use of a procedural workaround. • For development environments, causes the development project to no longer continue or migrate into production. 	72 Hrs. (M-F)	Configuration change Scheduled Software Update

Low (Severity 4)	General functionality or usage questions not involving an error with the service, requests for information, reporting of documentation error, requests for troubleshooting assistance with an operation, or recommendation. <ul style="list-style-type: none"> • For production environments, there is low to no impact on business operations or the performance of the product or service, including by use of a procedural workaround. • For development environments, causes delays in the progression of the development project. 	96 Hrs. (M-F)	Configuration change Future roadmap item / potential Software Update Documentation update
Observation (Severity 5)	User inconvenience, minor user annoyance, or inconsistent behaviour or explanation.	10 days. (M-F)	Roadmap review

3. ERROR CORRECTIONS

In the event that the Supplier determines that a reported Program Error requires development support in order to provide an Error Correction, the Supplier shall promptly initiate work in a diligent manner toward development of the Error Correction in accordance with its relative Severity. The Supplier shall not be responsible for correcting Program Errors in any version of the axept® Software other than a Supported Version.

- (1) With respect to any Severity 1 (Critical) Program Error in a Supported Version of the axept® Software that Customer has released into production, The Supplier shall (i) provide the Error Correction through a “temporary fix” to the applicable Supported Version of the axept® Software and (ii) include such Error Correction in subsequent Software Updates.
- (2) With respect to other Program Errors, the Supplier shall include the Error Correction in a subsequent Software Update, and Customer will be

required to upgrade such version to receive the applicable Error Correction.

4. ON-SITE SUPPORT

All technical support shall be provided remotely, unless otherwise agreed by the parties. If the Supplier agreed to provide on-site support at Customer's request, such on-site support shall be at a charged at the following standard daily rates:

Customer agrees to pay the Supplier all amounts associated with the provision of on-site support, including charges for (i) the Supplier personnel based on standard rates; (ii) reasonable charges for travel, lodging, and miscellaneous expenses; and (iii) applicable taxes.

5. EXCLUSIONS

The Supplier will not be responsible for correcting any Program Errors not reproducible by the Supplier or caused by the manufacturer's fault, including in the PoS software. The Supplier shall have no obligation to provide support that is the result of:

- (1) Customer's negligence, abuse, or misapplication,
- (2) use of the Support Services other than as specified herein;
- (3) causes beyond the control of the Supplier;
- (4) any device communication software installed on any hardware that is not supported by the Supplier;
- (5) any SIM cards not supported by the Supplier;
- (6) use of the axept® Software in a manner for which it was not designed;
- (7) any alterations of or additions to the axept® Software, or any component thereof, made by parties other than the Supplier;
- (8) changes to the operating system or environment which may adversely affect the axept® Software, or any component thereof;
- (9) combination of the axept® Software, or any component thereof, with other hardware or software products not authorized or designated by the Supplier;
- (10) use of the axept® Software, or any component thereof, on an unsupported platform or by unauthorized licensees,
- (11) data which does not conform to Supplier's specified data format, or
- (12) any other cause which, in Supplier's reasonable determination, is not inherent in the axept® Software.