



## **MASTER SUPPORT AGREEMENT**

Schedule II | November 2018

### **1. General**

- 1.1 This Master Support Agreement is a Schedule to the Effectmanager Terms & Conditions which is hereby incorporated by reference. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Terms & Conditions.
- 1.2 This Schedule sets forth the terms, conditions, and procedures under which maintenance and technical support ("**Support**") is offered for the Software and the Services during the Term.

### **2. Scope**

- 2.1 Support consists of (a) telephone and email support; (b) correction of errors to keep the Services in conformance with the applicable Documentation; and (c) regular Software updates and maintenance at no additional charge.
- 2.2 Support does not include (i) set- up, installation, training or configuration of hardware and software required for the Subscriber to access the Software or the Services or (ii) consultation, error correction, or research with respect to Subscriber-created documents and information.

### **3. Uptime**

- 3.1 The Services are generally available for use 24 hours a day, every day. Effectmanager strives to maintain a constant uptime of 99% but we provide no guarantees in this regard.

### **4. POS Data Availability**

- 4.1 Point of Sale-data submitted to Effectmanager will be available to the Subscriber within thirty-six (36) hours after receipt.

## **5. Technical Support**

- 5.1 Subscribers will have access to Effectmanager's technical support personnel ("**Technical Support**") as follows:

*Hours:* Monday – Friday 08:00 am to 04:00 pm CET

*Phone:* +45 72 11 21 13

*E-mail:* [Support@effectmanager.com](mailto:Support@effectmanager.com)

## **6. Severity Levels**

- 6.1 Technical Support will prioritize problems/requests according to the severity levels set forth below. We will use commercially reasonable efforts to respond according to the response specifications set forth below with respect to the severity level assigned to the problem:

### **6.1.1 Severity 1 – Critical**

The Services suffers an error or issue that cannot be reasonably circumvented and which so substantially impairs the performance of the Services or any components of the Services which are critical to the Subscriber's business, as to effectively render the Services unusable. We will acknowledge any such reported error or issue within thirty (30) minutes and Effectmanager will work twenty-four (24) hours a day, seven (7) days a week to address and resolve the error and provide an applicable workaround or fix.

### **6.1.2 Severity 2 – Serious**

The Services suffers an error or issue, which cannot be reasonably circumvented, and which substantially impairs the use of one or more portions or features of the Services required by Customer to perform necessary business functions but does not effectively render the Services unusable as a whole. We will acknowledge any such reported error or issue within two (2) hours and, if Subscriber is using the Services in production, will work continually within normal business hours to address and resolve the error and provide an applicable workaround or fix.

### **6.1.3 Severity 3 – Moderate**

The Services suffers a low impact error or issue that impairs the use of the features of the Services, but the reported error or issue can be reasonably circumvented. We will acknowledge any such reported error or issue within

eight (8) hours and will work within normal business hours to address and resolve the error and provide an applicable workaround or fix.

6.1.4 **Severity 4 – Minor**

The Services does not incur an error and allows Subscriber to function normal business operations; however, Subscriber inquiries about existing Documentation, training, standard use of the Services and other general questions. We will acknowledge any such inquiry within twenty-four (24) hours and will work within normal business hours to address and resolve Subscriber's inquiry.

- 6.2 It is recommended to check status and progress of current maintenance and remedial efforts via the Software prior to any inquiry with Technical Support, as the issue in question may already investigated.

**7. Submitting a request**

- 7.1 At the time of Subscribers initial call or e-mail, please be prepared to provide:

1. Name, company name and the Services Subscriber is using;
2. The type of browser and hardware Subscriber is using;
3. Contact information
4. A concise description of the problem or question;
5. The time the error or problem occurred;
6. The circumstances under which the problem occurs; and
7. Specific error messages, error numbers, log files and program numbers.

**8. Response**

- 8.1 The Severity Level of the problems reported by Subscriber will be reasonably determined by Effectmanager. We will resolve each reported error or issue with the Services by using commercially reasonable efforts to provide: (i) a patch or fix as necessary; or (ii) a reasonable workaround for the error or issue; or, if either (i) or (ii) are not reasonably practicable, a specific action plan regarding how we intend to address the reported error or issue and an estimate on how long it may take to correct or workaround the error or issue. Subscriber agrees to use commercially reasonable efforts to assist

and provide information to Technical Support as required for resolving errors or issues with the Services reported by Subscriber.

## **9. Backup measures**

- 9.1 A differential-backup of all Subscriber Data is conducted once every 24 hours outside regular service time. A complete backup is conducted once every week. The backup is stored separately at our backup service provider.
- 9.2 In the unlikely event that an operational breakdown or a similar incident should occur, Effectmanager will attempt to restore lost Subscriber Data (if any) within regular operating hours. If the Subscriber Data is materially restored based on the most recent daily backup, Effectmanager shall not be liable for any damages or costs incurred by the Subscriber as a result of the incident.

## **10. Additional Services**

- 10.1 Subscriber may from time to time request Effectmanager to provide additional services under this Agreement. Such additional services may include, among other things, data extraction and/or deletion, assistance with filling out relevant data sheets and forms relating to the Services and other ad hoc assignments not otherwise covered by the Agreement.
- 10.2 Effectmanager's provision of such additional services shall be billed at an hourly rate of DKK 1,500 and invoiced separately on a quarterly or monthly basis.

## **11. Maintenance**

- 11.1 Effectmanager will continuously maintain the Services and the Software to optimize the Services, introduce new features and correct any errors. Maintenance will usually take place between 11:00 pm – 04:00 am CET but maintenance may be required outside this window as well, during which time the Services may be unavailable to the Subscriber. Effectmanager will do its utmost to ensure that Subscriber is notified in advance of any planned maintenance; however, emergency maintenance may be required without prior notice.

- 11.2 Effectmanager may, at its sole discretion, modify or remove any features relating to the Services as part of the ordinary maintenance work. Effectmanager shall not be liable to pay any additional costs incurred or to be incurred by Subscriber to reconfigure or otherwise alter Subscriber's IT-environment in order to access the Services following maintenance.