

SUPPORT AND MAINTENANCE AGREEMENT

This Service and Maintenance Agreement ("**SMA**") sets out the terms and conditions relating to technical support for End Users of the Software. All capitalized terms in this SMA will have the meanings given in the Agreement unless otherwise provided.

1 Relationship Management

- 1.1 The Customer will notify Company in writing (to include by email), within seven (7) days of the Subscription Term of the identity of one or more staff members ("**Contacts**") who will be authorised to make decisions regarding the Agreement and to deal with failures of the Software to perform materially in accordance with the Documentation ("**Problems**") on behalf of the Customer.
- 1.2 The Customer will provide the following details in respect of each Agreement:
 - a) full name;
 - b) job title;
 - c) office phone number;
 - d) mobile phone number; and
 - e) email address.
- 1.3 Company's nominated point of contact with respect to the Agreement will be specified in the Order Form.
- 1.4 The Customer's point of contact regarding Software Problems will be Company's technical support team through the Customer Helpdesk, as set out in Clause 3.2.

2 Problem Management

- 2.1 All Problems are reported and managed via Company's online problem management system ("**Customer Helpdesk**"). The Customer's Contacts will receive login details for the Customer Helpdesk after commencement of the Contract.
- 2.2 As soon as the Customer becomes aware of a Problem, a Contact must notify Company in one of the following ways ("**Problem Notification**"):
 - a) by telephone to:
 - a. UK +44 (0)207 952 5570
 - b. US +1 212 925 0380
 - c. AU +61 (0)2 8030 8810; or
 - b) by email - Concep.support@litera.com
- 2.3 Each Problem Notification must include the following information:
 - a) the name of the Customer;
 - b) the name of the Software;
 - c) the name of the Contact reporting the Problem; and
 - d) details of the Problem, including as appropriate (without limitation), the name of any account, a full page screenshot, template ID or campaign name, the exact wording of the error in the ticket text, operating system used, browser and version used, date and time of the Problem occurring and whether it is occurring for more than one account or campaign.
- 2.4 The timescales for acknowledgment of and resolution of a Problem set out below will apply only to the hours 0900 to 1800 local time (i.e., British Standard Time (BST) for Customers in Europe and Africa, Eastern Standard Time (EST) for Customers in North and South America and Australian Eastern Standard Time (AEST) for Customers in Australia and Asia) the "**Operating Hours**", during Working Days, unless otherwise specified in the corresponding Delivery Schedule, and will automatically be extended by any periods during which Company is awaiting further information from the Customer to enable it to resolve a particular Problem. For the purposes of this SMA, if a Problem Notification is made outside of Operating Hours, the Customer will be deemed to have made such Problem Notification at the next commencement of Operating Hours.
- 2.5 Company will acknowledge any Problem Notification as soon as possible if made by telephone, or within one (1) Operating Hour our if notification is made by email or submitted online using the Customer Helpdesk.

- 2.6 Company will endeavor to respond to the Customer with within one (1) Working Day from the time a Problem Notification is made, with either;
- 1) a resolution; and/or
 - 2) an update regarding the investigation of the Problem.
- 2.7 The Customer will provide Company with any further information or data Company that might reasonably be required in order to diagnose and resolve a Problem. For example, the use of screenshots to capture the issue (e.g. error messages) may accelerate resolution.
- 2.8 Company will categorise each Problem in accordance with the following definitions:

Category	Description
Severity 1	<p>Critical error, causing the Software to completely fail to function. Examples of a Severity 1 error include, but are not limited to:</p> <ul style="list-style-type: none"> • the system being unavailable due to the database going offline; • a 'page not found' error when the User tries to access the Software online; • the User is unable to log on; or • the Software "hangs" or runs so slowly, in each case to such an extent as to render the Software unusable;
Severity 2	<p>Major bug, causing the Software to fail to perform a key function as intended. Examples of a Severity 2 error include, but are not limited to:</p> <ul style="list-style-type: none"> • problems in the creation or management of an activity or action for which there is a workaround; • inability to operate reporting or account administration functionality; or • an inability of the User to open or view online versions of communications.
Severity 3	<p>Minor bug, causing inconvenience to the End User but in respect of which a workaround is available and all key functions can be carried out by some means. An example of a Severity 3 error may include, but is not limited to:</p> <ul style="list-style-type: none"> • the inability to download a file; or • the inability to enter a contact name of less than two characters.

- 2.9 Subject to Clause 2.10, Company will use reasonable efforts to resolve each Problem as within the following timescales:

Category	Timescale for resolution
Severity 1	2 Working Days
Severity 2	5 Working Days
Severity 3	10 Working Days

- 2.10 Company will be under no obligation to resolve Problems resulting from:
- a) any breach of the Contract by the Customer;
 - b) incorrect or unauthorized use of the Software or operator error where such use or operation is not in accordance with the Documentation;
 - c) any programs used by the Customer in conjunction with the Software;
 - d) use of the Software with: i) any browser other than Microsoft Internet Explorer, Mozilla Firefox and Google Chrome; or ii) any version of those browsers which is over two years old.

- 2.11 Company will notify the Customer in writing (to include email) if any Problem falls into one of the exclusions set out in Clause 3.10 and any subsequent time spent by Company investigating such Problem at the Customer's request will be chargeable at Company's then-current consultancy rates. Company may invoice such charges in arrears at any time and the Customer will pay any such invoice within 30 days from the date of issue.
- 2.12 When a Problem Notification is made by email, Company will notify the Customer's nominated Contact(s) or by email when it believes that the Problem has been resolved. Unless Company receives notification from the Customer to the contrary within one (1) Working Day of such notification, any such Problem will then be considered to be closed effective at the time Company provided the email advising that the Problem is believed resolved.
- 2.13 If Company continues to await such response from the Customer for more than three (3) Working Days and none is received, the Problem will be considered to be closed and that the Problem is resolved effective at the time Company provided the email advising that the Problem is believed resolved, and notification by email will be sent to the Customer that the Problem is closed.
- 2.14 If Company performs its obligations under this clause 3, such performance shall be the Customer's sole and exclusive remedy in relation to the relevant Problem and Company shall have no further liability in relation to the Problem.

3 Product Development

- 3.1 If a Problem is identified as either a feature request, the Problem may be reviewed by Company's product management team. If the Problem is validated as a feature request, the ticket is labelled accordingly and will follow a new ticket life cycle. Company will respond to the Customer with a reference for this particular feature request and the Problem will be marked as closed.
- 3.2 If the Problem is closed under Clause 3.1, the Customer may request an update as to the status of the feature request at any time. The Customer must reference the feature request provided in the closure of the Problem ticket.