

Neptune Software Extended Support Agreement

This Extended Support Agreement hereafter ("ESA") is part of a bundle of documents such as the End User License Agreement (EULA), Maintenance Support Agreement, Quote. The Extended Support agreement hereafter ("ESA") between Neptune Software hereafter ("Neptune") and Licensee. Neptune reserves the right to change the terms of this ESA. Any modifications, updates, or revisions to the Support shall not materially degrade the overall service, performance, or quality of the Support.

1 STRUCTURE, DEFINITIONS, INTERPRETATION AND RANKING

1.1 Definitions

For the purpose of this ESA this will be understood as follows

- 1.1.1 **"Extended Support Services"** means the support services described in Section 2 of this Agreement.
- 1.1.2 **"Business Days"** means Monday to Friday, excluding public holidays where is applicable according to where the agreement takes place. "
- 1.1.3 **Extended Support** means the coverage of the following Neptune products: DXP – SAP Edition, DXP – Open Edition and the DXP – Cloud.
- 1.1.4 **Enhanced First Response** means that Neptune Support will give high attention to Neptune DXP Extended Support tickets, providing more frequent updates on their progress compared to Basic Support tickets.
- 1.1.5 **Technical Guidance means** the support team offers up to 4 hours of advisory work per ticket per customer issue.

1.2 Support Ticket Severity definitions

1.2.1 Severity One: Urgent – Production down issue

This level is the *highest severity* and is reserved for problems that are *directly impacting business operations* (production system), causing significant disruptions, or posing a security risk.

1.2.2 Severity Two: High – Production Issue

This level is the second highest severity and is reserved for problems impacting the production environment, resulting in a lack of software functionality and materially degrades significant aspects of the business operation.

1.2.3 Technical Guidance

Neptune provides up to 4 hours of – how-to support per ticket. This support is designed to assist customers in understanding and effectively utilizing the Neptune DXP platform.

2 SUPPORT SERVICES

Subject to the terms and conditions of ESA, and conditioned on Licensee's and its Representatives' compliance therewith, Neptune will provide support services to Licensee as set forth in this Section 2 hereafter (the "Services") during the Licensee's active subscription period.

2.1 Scope of Services

During the Term of the ESA, Neptune Software will resolve Incidents reported in the ticket by Licensee including the allocation of appropriate resources as deemed necessary and prudent under the circumstances, to provide the support services as outlined in this ESA accordingly with.

- a) 24/7 Support ticket responses for Urgent (Production down issues)
- b) Enhanced First Response and subsequent updates on all other tickets
- c) Technical Guidance ticket cover

2.2 Response Time and typical topic in ticket issue

2.2.1 During the Term, Neptune shall Respond to ticket reported by Licensee within the following timeframes:

2.2.2 Response time frame

2.2.2.1 **The first Response** SLA for "**Urgent**" tickets is 2 hours (24 hours a day, 7 days a week) from the time the Urgent ticket has been received in the Neptune Support portal. Some typical examples of this severity are such as: System outage; Live applications are unavailable, Data loss or corruption; Security breach, major software failure and has major impact on business processes. The Response from Neptune may include verification of the business impact to understand the nature of the problem. Recommendation to restore/roll back the latest changes.

2.2.2.2 **The first Response** SLA for "**High**" tickets is 6 hours (business hours, 5 days a week) from the time the High ticket has been received in the Neptune Support portal. Some typical examples for this severity are such as: Performance degradation; bugs or errors; Issue might affect a subset of users or has limited impact on business processes. The Response from Neptune may include Initial Investigation; Confirm the receipt of the ticket and outline the planned course of action to address the issue.

2.2.2.3 **Subsequent Response** times for "**Urgent**" tickets is every 2 hours (24 hours a day, 7 days a week) from the time the last response from the customer on the Urgent ticket has been received in the Neptune Support portal.

- 2.2.2.4 **Subsequent Response** times for “High” tickets is once a Business Day from the time the last response from the customer on the High ticket has been received in the Neptune Support portal.

2.3 Technical Guidance

- 2.3.1 Technical Guidance ticket gives up to 4 hours of advisory work per ticket, per customer issue, covering specific areas.

Topic such as:

Platform basics: Understanding the core concepts and functionalities of Neptune DXP.

Configuration and customization: Learning how to configure and customize DXP to meet specific requirements.

Best practices: Receiving guidance on best practices for using and managing DXP.

Troubleshooting: Resolving common issues and troubleshooting problems, which are not platform related (Application advice, Customer Code Advise).

3 LIMITATIONS

3.1 Response Time and Resolution

Neptune will use reasonable efforts to: (a) Respond within the applicable Response time provided in Section 2.2; and (b) Resolve an Incident but does not guarantee that it will be able to Respond within that specific time period or that any Incident will be Resolved.

4 LICENSEE OBLIGATIONS

4.1 Technical Contact

- 4.1.1 Cooperating with support engineers: Licensee shall be willing to work with Neptune DXP support engineers to resolve issues. This may involve providing additional information or testing suggested solutions.

- 4.1.2 Availability for urgent issues: License shall ensure to have technical contacts available who can work 24/7 on the resolution of Urgent (production down) situations.

5 EXTENDED SUPPORT FEES

5.1 Fees

In consideration of the Services and the rights granted by Neptune to Licensee under this ESA, Licensee shall pay to Neptune the Extended Support Fees set forth in the Quote and other amounts payable pursuant to this Section 6 (“Extended Support Fees”). Neptune may suspend Services in its sole discretion if Licensee fails to pay any Fees when due.

6 TERM AND TERMINATION

- 6.1** This Agreement shall commence on the date first written above and shall continue for an initial period of one year
- 6.2** After the initial period, this Agreement shall automatically renew for successive one-year periods unless either party gives written notice of non-renewal at least 90 days prior to the end of the current term.
- 6.3** Either party may terminate this Agreement for material breach if such breach is not cured within 30 days of written notice.

7 CONFIDENTIALITY

- 7.1** Each party shall keep confidential all information obtained from the other party in connection with this Agreement and shall not disclose such information to any third party without the prior written consent of the other party.

8 LIMITATION OF LIABILITY

- 8.1** The Service Provider's total aggregated liability under this Agreement shall be limited to the amount paid by the Customer for the Extended Support Services in the 12 months preceding the event giving rise to the liability.
- 8.2** Neither party shall be liable for any indirect, incidental, special, or consequential damages.

9 FORCE MAJEURE

- 9.1** In no event shall either Party be liable to the other Party, or be deemed to have breached this ESA, for any failure or delay in performing its obligations under this ESA, (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control.
- 9.2** This will be including but not limited to unforeseeable events as; flood, fire, earthquake, epidemic, explosion, Act of war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental

or public authority, including imposing an embargo , governmental act or failure of the Internet (not resulting from the actions or inactions of the parties); which prevents either of the parties from performing any of their obligations under this ESA.

10 DISCLAIMER

- 10.1** Nothing in this ESA shall be construed as a guarantee of resolution within a specific timeframe. The provider's obligations are limited to the provision of services as described herein.