

SUPPORT AND SERVICE LEVEL POLICY
 For Paid Subscription Licenses

This Policy applies only to Paid Subscription Licenses under Subscription Agreement, and it does not apply to demonstration or SDK licenses.

1. SUPPORT

Definitions

Defect. “Defect” means any error, omission, or deviation within the Subscription Service that prevents its successful operation in accordance with the Mobilengine Whitepaper.

Critical Error. “Critical Error” means a Defect that causes the Subscription Service to be unusable.

Significant Error. “Significant Error” means a Defect that has a material impact on Customer’s ability to use the Subscription Service.

Other Error. “Other Error” means a Defect that is not a Critical Error or a Significant Error.

Phone and Email Support. +36 1 413 0505, support@mobilengine.com Enter support tickets under: mobilengine.freshdesk.com

2. SERVICE LEVELS

Error Correction. Mobilengine will undertake efforts necessary to promptly correct any Defect. Customer may report a Defect via online ticketing at mobilengine.freshdesk.com. Mobilengine will make reasonable efforts to correct the Defect or provide an acceptable workaround or action plan within the following time frames, depending on Customer’s classification of the Defect:

| Priority | Response Time | Target maximum resolution time | Type of resolution |
|--------------------------|---------------------|---|--------------------------|
| Critical Error | Max 1 business day | The objective will be to provide relief to the Customer within 2 business days and provide a Fix within 7 business days | Fix |
| Significant Error | Max 2 business days | Objective of 7 business days | Delivered in next Update |
| Other Error | Max 5 business days | Objective of 14 business days | Delivered in next Update |

Mobilengine bears no liability under this Policy or any warranty or for any other reason where a Customer fails to update to the latest software of the given software element available from Mobilengine. If the Customer fails to update as required, Mobilengine will not provide support or warranty coverage, and the terms of this Policy shall not apply.

General Subscription Service Performance Criteria. The Subscription Service will be made available to Customer a minimum of 95% of the time averaged over a one year period (the "SL"). “Availability” is defined as the ability to successfully transmit Subscription Service data between Customer and Mobilengine. “Unavailability” consists of the

number of minutes that the Subscription Service was not Available to Customer, but will not include Unavailability: (a) to the extent that Customer does not promptly notify Mobilengine of such Unavailability; (b) resulting from (i) scheduled maintenance by Mobilengine, where Customer has received advance notice of such scheduled maintenance; or (ii) reasons outside of Mobilengine's control, including, but not limited to system integration issues with customer's own or third party software systems, or acts or omissions of Customer or anyone gaining access through Customer's passwords or equipment; the flow of data to or from Mobilengine's network and other portions of the Internet which depends on the performance of Internet services provided or controlled by third parties other than the Mobilengine or its or its hosting provider's data center facility; a service interruption caused by a security threat until such time as the security threat has been eliminated; reasons of force majeure; and emergency maintenance, of which Mobilengine will notify Customer as soon in advance as is practicable but will first endeavor to remedy the emergency, (iii) reasons outside of Mobilengine's control, including not proper use of the solution by users, or lack of knowledge in the Mobilengine mobile app or Mobilengine Backoffice or Mobilengine Webforms or Mobilengine Dashboards functionalities that result into system errors.

Performance Remedies. If the Availability of the Subscription Service for a Customer drops below above SL over a one year period (except where Availability suffers due to the exclusions above), the Customer is eligible to receive a Service Credit equal to 10% of the monthly Subscription Fee. Any Service Credits due are aggregated over the year and applied as a discount to the next bill or, in the case of the last year of a contract, the Subscription Term is extended at no charge, based on a pro-rata calculation of additional time due that equates to the value of the aggregated Service Credits. This represents Customer's sole and exclusive remedy, and Mobilengine's sole obligation, for Subscription Service Unavailability or failure to meet the Availability percentage.

3. CHANGE REQUESTS AND PROFESSIONAL SERVICE ORDERS

Limits to Support. Mobilengine provides support services as part of the Subscription Agreement, however basic support services do not include professional services that require additional service requests from customer, including:

- changes to specification or implementation of customer's solution;
- consulting or research services related to Customer's solution;
- administrative tasks that may also be carried out by customer's own users on Mobilengine Backoffice or other parts of the customer's solution;
- dedicated or On-Premise server infrastructure services.

Order Forms. All such change requests and professional service orders shall be specified and agreed in separate Order Forms, whereby Parties specify delivery timeline, required man days, many day fees, separate statement of work if applicable; or alternatively Parties agree on a predefined monthly professional service man-days amount to be booked and obtained for Customer's requests; and whereby Parties also acknowledge and agree to the Subscription Agreement and the Support and Service Level Policy.