

## MNUBO SUPPORT TERMS AND CONDITIONS

### Introduction

1. The Support Services described under these Support Terms and Conditions apply to the SaaS Services acquired by the Customer under the Subscription Agreement. Please note that the Subscription Agreement may further describe the support provided by MnuBO specific to the SaaS Services acquired by the Customer under such Subscription Agreement. These Support Terms and Conditions do not apply to any service offering that is not expressly provided by MnuBO as a SaaS Service under the Customer's Subscription Agreement. These Support Terms and Conditions are subject to change at MnuBO's discretion, provided however, that MnuBO policy changes will not result in a material reduction in the level of Support Services provided during the period for which fees for the applicable Support Services have been paid.

### Definitions

2. In this Schedule 1, the following terms will have the following meanings, and any other capitalized terms used but not otherwise defined herein will have the meanings as set out in the Agreement:

- a. "Supported Software" means the software delivered by MnuBO to you under the Agreement. The Supported Software includes the non-proprietary and open source software components delivered by MnuBO and its solution partners. MnuBO tests, annotates and otherwise optimizes the non-proprietary, third party, and open source components of the Supported Software to maximize their reliability and supportability. Similar third party components might be available from other sources, but Support covers only the versions delivered to you by MnuBO.
- b. "Technical Contacts" Support may be initiated and managed only by your Technical Contacts. "Technical Contacts" are named individuals identified in the Subscription Agreement who are responsible for administration of the Supported Software within your organization.
- c. "Excused Downtime Minutes" means the total number of minutes in a monthly period that the SaaS Services are unavailable resulting from any exclusion set forth in Section 5.
- d. "Scheduled Maintenance Period" means the maintenance of the SaaS Services, including but not limited to code changes, system configuration changes, implementation of updates, maintenance releases, workarounds and other activities MnuBO deems necessary in order to deliver the SaaS Services in accordance with the Agreement and any applicable Subscription Agreement. Scheduled Maintenance shall be performed with sufficient notice to the Customer.

### Support

3. The Support Services shall include telephone and e-mail support to answer operational and technical questions and to report irregularities concerning the SaaS Services. Email support is available 24 hours a day, 7 days a week. Live telephone support is available during MnuBO's normal business hours of 9:00 AM to 5:00 PM Eastern Standard Time, Monday through Friday, excluding statutory Canadian holidays and scheduled down-time pursuant to this Section 1. MnuBO will use commercially reasonable efforts to respond to Customer requests within twenty-four (24) hours of receipt of the first call received during MnuBO's normal business hours.

### Service Levels

4. Issue Resolution. MnuBO will make commercially reasonable efforts to resolve any Issues submitted by your Technical Contacts. An "Issue" a material and verifiable failure of the Supported Software to conform to its functional specifications. Support will not be provided for (1) use of the Supported Software in a manner inconsistent with the applicable documentation, (2) modifications to the Supported Software not provided by or approved in writing by MnuBO, or (3) use of the

Supported Software with products or software not provided or approved in writing by MnuBO.

5. Customer Responsibilities. You shall provide MnuBO with data, process information and online access to the Supported Software, supporting analysis, and access to your Technical Contact as reasonably required allowing MnuBO to resolve reported Issues. Customer is responsible for the adequate duplication and documentation of all of your files and data for back-up purposes.
6. Service Availability. MnuBO will use commercially reasonable efforts to ensure the SaaS Services are acceptably available. When the Customer's Technical Contact submits an Issue, MnuBO will reasonably assess its priority according to the appropriate priority levels defined below. MnuBO will confirm the priority level with the Customer and will resolve any disagreement regarding the priority as soon as is reasonably practical. Urgent and High priority levels are not available for non-production systems.

"Urgent" means a catastrophic problem in the Customer's production systems. Examples include a complete loss of service, production systems that are crashed, or a production system that hangs indefinitely. The Customer cannot continue essential operations. MnuBO will use commercially reasonable efforts to address Urgent Issues within eight hour of MnuBO becoming aware of the Issue (whether as a result of discovery by MnuBO or as a result of Customer reporting such Issue to MnuBO).

"High" means a high-impact problem in the Customer's production systems. Essential operations are seriously disrupted, but a workaround exists which allows for continued essential operations. MnuBO will use commercially reasonable efforts to address High Issues within twenty-four hour of MnuBO becoming aware of the Issue (whether as a result of discovery by MnuBO or as a result of Customer reporting such Issue to MnuBO).

"Low" means a lower impact problem on a production system that involves a partial or limited loss of non-critical functionality, or some other problem involving no loss in functionality. The Customer can continue essential operations. MnuBO will use commercially reasonable efforts to address Low Issues within five day of MnuBO becoming aware of the Issue (whether as a result of discovery by MnuBO or as a result of Customer reporting such Issue to MnuBO).

"General Inquiries" means a general usage question. It also includes recommendations for requests for new products or features, and requests for enhancements or modifications. There is no impact on the quality, performance, or functionality of the product in a production system.

7. Exclusions. Exclusions include down-time, outages or other failures resulting from (a) system administration or commands performed by Customer not in accordance with the User Documentation; (b) work or activities performed at Customer's written request; (c) technical issues, including internet connectivity issues, slow internet speeds attributable to Customer's facilities, location, or any equipment or other component of Customer's technical infrastructure; (d) the Scheduled Maintenance Period(s); and (e) conditions beyond MnuBO's control such as, but not limited to, war, strikes, fires, floods, acts of God, network failures upstream from the infrastructure provider.