On-Premise Perpetual License Software
SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

1.   OVERVIEW

This Software Support and Maintenance Agreement (the "Agreement") sets forth the terms and conditions which SPARKnit Technologies ("SPARKnit ") is willing to provide technical support and maintenance service ("Support") to licensees ("Customers") of SPARKnit 's for its proprietary On-Premise Server Software Product(s) ("Software"). Customer hereby agrees that the following terms and conditions shall solely govern the support and maintenance services provided by SPARKnit. By payment of the applicable support fee(s), Customer hereby agrees to the following terms and conditions, including section 6 hereto.

Support is provided for the Software pursuant to the separate End User License Agreement ("EULA") and Order Form under which Customer has purchased Support and is subject to the terms and conditions of that EULA, Order Form, and the terms of this Support Policy. Support is provided for the term specified in the Order Form. If Support is terminated, SPARKnit's obligation to provide Support will cease at that time.

2.   DEFINITIONS

1. **Contact:** Means qualified individuals whom familiar with the internal systems, tools, policies, and practices used by Customer and users of the Software. Customers are expected to make every effort to ensure that the individuals that are designated as Contacts are qualified to support the Customer teams internally. The Contact will be the sole contact for Software Support requests and follow-up communications concerning Support of the Software. Contact must have full administrative access to all files, file systems and databases required for operation of the Software. Contact may not forward requests from other parties and must be able to act as the primary contact for any Support issues. Customer may change such Contact by written notice to SPARKnit at info@sparknit.com.
2. **Documentation:** Means SPARKnit's online user guides, documentation, helps, videos, SAPRK Community Site and any other materials as updated from time to time.
3. **Bug OR Incident OR Issue:** Is a defect reported to SPARKnit that prevents the Software from working properly or produce an incorrect or unintended results.
4. **Bug OR Incident OR Issue Resolve:** Means any modification or revision to the Software, other than an enhancement, that corrects an error or provides other incidental corrections.
5. **Product Releases:** Are specific versions of the core Software.
6. **Releases:** Are updates to the Software that include: new features, modifications, enhancements, updates to features, code corrections, fixes, patches, and other general updates to the Software.
7. **Severity Level:** The level of bugs/Issue/Incident that prevent the Software for doing what is supposed to do.
8. **Response Time:** The interval between the time the Customer report the issue to the SPARKnit and the time of an action, result or feedback from the SPARKnit to the Customer.
9. **Resolution Time:** The interval between the time SPARKnit begins to work on an Incident reported from the Customer and the time of fixing or resolving that Incident.

3.   SCOPE OF SUPPORT

3.1   Services Included in Support

If Customer is current on payment for Support and the Software, SPARKnit shall provide Customer with Support consisting of the following. SPARKnit will make the best of efforts to correct bugs or other errors in the Software.

1. When a new Release is released, the previous Software Release is no longer available for purchase and Support and enters an "End-of-Life" transition period. After the issuance of the End-of-Life notice by SPARKnit, SPARKnit will provide Customer with additional twelve (12) months, SPARKnit will provide limited Support to Customers consisting solely of troubleshooting issues, identifying work arounds, and resolving critical security issues.
2. The Documentation, including an online knowledge base of information and solutions that provides up-to-date information on the Software and a Community Forum where Customer, partners, and other users of the Software can ask questions and share information and ideas about how to use the Software;
3. Access to an online secure site that contains existing support cases.
4. Guidance and troubleshooting in connection with questions and issues arising from the Customer activities with respect to the Software.
5. A Request or Questions (How To/Questions) for assistance from Customer on how to use specific features of the Software, or how to perform a specific function.
6. A request for assistance related to configuration using any of the Software administration tools.
7. A question or problem related to Software technical functionally which may or may not be due to a bug.
8. Customer acknowledges that SPARKnit is not required to correct every bug, error, or problem with the Software that it reports to SPARKnit or of which SPARKnit is otherwise made aware and that SPARKnit does not guarantee resolution times.

3.2   Services Excluded from Support

SPARKnit does not have to provide the following Support Services in relation to Incident reported by Customer:

1. Misuse of the Software (which includes any use of the Software that is not in accordance with the relevant Software License);
2. Defects in any hardware, equipment, operating systems, networks, or third-party software;
3. Defects in any Software other than the Software to which this agreement relates;
4. The Software has not been modified, changed, or altered by anyone other than SPARKnit;
5. Software that has not been installed, operated, or maintained in accordance with the Documentation;
6. If Customer requests, and SPARKnit agrees, to correct any defect or issues not covered by this Agreement, Customer will pay SPARKnit for all such work performed at SPARKnit's then-current standard time and materials charges. Such amount shall be due and payable within thirty (30) days of the applicable SPARKnit invoice date. Notwithstanding anything in this Agreement to the contrary, if SPARKnit determines that Customer requires ongoing help with a particular problem that is not caused by an Error, or that the resolution to such a problem involves customization of the Software, SPARKnit may, at its sole discretion, refer Customer to SPARKnit's professional services group for assistance, for which SPARKnit requires an additional fee.
7. Customer acknowledges that if a non-supported Incident is submitted, they may be referred to their Partner of record or another authorized SPARKnit Partner. If Customer decides to engage their Partner or another authorized SPARKnit Partner, any costs associated with the resolution of non-supported Incidents will be Customer's responsibility.
8. If the Defect(s) consider out of scope of this Support, the Customer has the option to purchase Support from SPARKnit or may need to seek assistance from a third-party.

9. Any Version which has reached End of Life. SPARKnit will provide Support to the current Software Release only. SPARKnit Updates, Patches and bug fixes are only effective on the latest release of the Software. For clarity, the latest release of the Software is a release of the Software that has been updated with all the most current Updates and Patches released or made available for such release of the Software. If Customer has not incorporated all available Updates, Patches and bug fixes to the Software, any subsequently released Patches, Updates or bug fixes may not be effective or usable on such Software.
10. Troubleshooting of Microsoft, other any 3rd parties, or open standards such as XML, HTML/CSS, SharePoint, BizTalk, Active Directory, middleware, SQL queries, database connectivity, or Java scripts; and
11. Custom solutions or actions.

3.3   Customer Obligations

1. Customer must designate one named contact person ("Contact") per Software License as per specified in the Order Form. Only Customer Contacts shall be authorized to submit defect reports, access SPARKnit Support Network and receive Updates, Patches, Upgrades, Workarounds, correspondence and other communications, as applicable, concerning the Software. Customer will notify SPARKnit, in writing, of any change in the Contact.
2. Customer must comply with any reasonable instructions and documentations which SPARKnit gives Customer relating to the use of the Software;
3. Customer agrees to comply with all requests of the SPARKnit and to provide proper access (i.e. VPN) to all documents, files, computers and servers necessary to the performance of the SPARKnit's duties under this Agreement. Customer will give SPARKnit reasonable access to the Product and systems where the Software is deployed as necessary for SPARKnit to determine the cause of the problem and find a resolution;
4. Customer is solely responsible for Customer's data, information, and software, including making back-up copies and security. SPARKnit recommends Customers create backup copies of configuration files before any work is performed;
5. Customer will ensure that when an authorized Contact submits an Incident, that individual will have full access and permissions required to troubleshoot the Incident and is authorized to make recommended changes to the Customer's network and/or applicable Products to help troubleshoot or resolve the issue;
6. Customer acknowledges that it is the sole responsibility of the Customer, at all times, including specifically during all Software functions performed by SPARKnit pursuant to this Agreement and undertaken on the Customer's local installation of the supported Software, to protect and maintain an up-to-date and restorable backup of any and all databases, files, utilities, software and other systems which SPARKnit 's support may directly access or in connection with which SPARKnit 's support may offer advice;
7. Customer acknowledges that by not implementing a Release, it may render the Software unusable or non-conforming, and Customer assumes all risks arising from the failure to install such Releases. Even if Customer has paid the applicable fees, SPARKnit will not be required to provide Support if Customer has not properly implemented all Release provided by SPARKnit.

4.   INCIDENT SUBMISSION

4.1   How to Submit Incidents

Incidents are to be submitted to SPARKnit by an authorized Contact through email as specified in the section 6 hereto.

4.2   Business Hours and Language

Business Hours. SPARKnit shall provide support services to Customer only during the normal business hours as specified in section 6 with limited support during SPARKnit events and holidays. SPARKnit representatives

are generally available during Business Hours. All Incidents must be reported via email. Except as otherwise provided in this Section, replying to Incidents and solving Incidents is done during Business Hours. All Support shall be conducted in the English language only.

4.3 How to Report an Incident

In order to accelerate the resolution of Incidents, SPARKnit expects that Customer will make every attempt possible to:

1. Provide information necessary to help SPARKnit track, prioritize, reproduce, or investigate the Incident.
2. Provide a detailed description of the issue and expected results.
3. Categorize issues (technical question, defect, license request, enhancement request, etc.).
4. Provide SPARKnit with all data that is relevant issue that help SPARKnit investigate and resolve the issue. Relevant data may include, but is not limited to, log files, screenshots, database dumps, program scripts, descriptions of the hardware and software environment, examples of inputs, and expected and actual outputs.
5. Provide exact wording of all issue-related error messages.
6. Describe any special circumstances surrounding the discovery of the issue, e.g., first occurrence or occurrence after a specific event, frequency of occurrence, business impact of the problem on Customer, and suggested urgency.

5. SUPPORT RESPONSES AND INCIDENT RESOLUTIONS

5.1 SPARKnit Incident Response

For each Incident reported by Customer, SPARKnit shall:

1. Confirm receipt of the reported Incident within the Initial Response time specified in the section 6 hereto.
2. Set a Severity Level for the Incident in accordance with the terms specified below (section 5.2).
3. Use commercially reasonable efforts to respond to the Incident within the time specified in the section 6 hereto.
4. Analyze the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Customer provide additional information, logs, and re-execution of commands to help identify the root cause and dependencies of the reported issue.
5. Give Customer direction and assistance in resolving the Incident.
6. Keep a record of ongoing communications with Customer.
7. Use commercially reasonable efforts to respond to the Incident in accordance with the Initial Response times set forth in the section 6 hereto.
8. Upon request of Customer, discuss Severity Level and ongoing communication time frame. SPARKnit may modify the Incident's Severity Level at its sole discretion.

5.2 Severity Levels

SPARKnit will prioritize Incidents according to the following criteria:

1. **Severity 1:** The Incident cases of this Severity are to be submitted when Customer cannot access the Software or the Software totally inoperable situation (i.e. Software is down, or Users cannot log into or open the Software).
2. **Severity 2:** The Incident cases of this Severity are to be submitted when the Software is Usable but the Incident or Issue restricts a key component of the Software. For example the Issue has severely impacted the performance of the Software's intended use, or the Software is not operating in a material respect within the documented functionality.
3. **Severity 3:** The Incident cases of this Severity are to be submitted when the Software is Usable but the Incident or Issue restricts a minor component of the Software. For example, the issue has an

impact on the performance and/or functionality of the Software that is impacting the minority of Customer's users or deployed the Software.

4. **Severity 4:** The Incident cases of this Severity are to be submitted when the Customer has a just-in-time request for assistance with the Software and may include questions of how to use the Software. It may also include a reported Incident where the Software is operating within the documented functionality and Customer would like to record an idea for inclusion in future releases. SPARKnit will not provide feedback on such enhancement requests, and these Support Cases are closed once the information has been recorded in our Product Request tool.

5.3   Resolution and Closure of Incidents

Incidents shall be closed in the following manner:

1. **For solvable issues,** depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions, or advising Customer of an available release that addresses the issue.
2. **In the event that custom or unsupported plug-ins, modules, or custom code is used,** SPARKnit may ask, in the course of attempting to resolve the issue, that Customer remove any unsupported plug-ins, modules, or custom code. If the problem disappears upon removal of an unsupported plug-in or module, then SPARKnit may consider the issue to be resolved. Supported plug-ins or modules are defined as those listed and defined as supported in in the Documentation.
3. **For issues outside of scope as outlined in this document,** SPARKnit may close issues by identifying the Incident as outside the scope of Support.
4. **Dropped Issues.** SPARKnit may close an Incident if the Contact has not responded after two (2) weeks from the date that SPARKnit requested additional information required to solve the case. Customer may request Incidents be re-opened. At SPARKnit's sole discretion, Incidents will be re-opened for further investigation if the Incident is deemed to be solvable.

5.4   Escalation Procedure

If at any time Customer feels that their support expectations has not been met, the Customer may call attention to their concern by contacting the Director of Support Services at info@sparknit.com the email Subject shall be "Support Service - Director of Support Service". If the Customers' expectations are still not met, then the concern can be further escalated to the Vice President or the President/CEO of SPARKnit at info@sparknit.com the email Subject shall be "Support Service - CEO".

6.   TERMS OF BUSINESS HOURS AND RESPONSE TIME

1. Business Hours:
   a. Americas: 6:00AM – 5:00PM, Pacific Time, Monday – Friday
   b. Asia Pacific: 8:00AM – 5:00PM, Australian Eastern Time, Monday – Friday
   c. Europe, Middle East and Africa: 10:00AM – 7:00PM, GMT, Monday – Friday
2. Supported Channels:
   a. Email using support@sparknit.com
3. Initial Response Time:
   a. Severity 1:   8 Hours
   b. Severity 2:   1 Business day
   c. Severity 3:   2 Business day
   d. Severity 4:   Best effort
4. Escalation: info@sparknit.com.