Software as a Service Subscription Master Services Agreement

This Software as a Service Subscription and Master Services Agreement (the "**Master Services Agreement**") is entered into as of the date of the initial Order Form executed by the Parties (the "**Effective Date**") by and between Productsup Corp., a Delaware corporation, with its registered office located at Productsup Pty Ltd., a corporation under Australian Law, with offices located at 8 Spring Street, Level 6, Sydney, NSW, 2000 ("**Productsup**") and the Client entity referenced in the Order Form ("**Client**"). Productsup and Client are each referred to in this Master Services Agreement as a "**Party**" and collectively as the "**Parties**".

BACKGROUND

A.   Productsup and/or its Affiliates provide a cloud-based software solution and other Services to help Client aggregate, optimize and syndicate its product content. Client may access the Productsup Software as a service through the Productsup Platform in accordance with the Agreement (defined below).

B.   Productsup agrees to provide, and Client agrees to subscribe to and pay for the Services under the terms of the Agreement and as set out in an applicable Order Form.

Now therefore, the Parties agree as follows:

1.   Definitions

Any capitalized terms not otherwise defined in the Agreement or its Annexes have the meanings set out in Annex 1 to this Master Services Agreement.

2.   Purchase

2.1   This Master Services Agreement, its Annexes, an applicable Order Form and any applicable amendment or applicable Scoping Document (collectively the "Agreement") constitute the entire agreement between the Parties with respect to the purchase and use of the Services.

2.2   Client or its Affiliates shall enter into an Order Form referencing this Master Services Agreement for the purchase of Services from Productsup. Productsup shall provide all such Services during the Subscription Term and in the Scope specified in the Order Form. The Subscription will commence on the Order Start Date and continue for the Subscription Term.

3.   Service Levels

3.1   Productsup will provide the Services in accordance with the Service Level Agreement set out in Annex 3.1 to this Master Services Agreement.

3.2   In the event of malfunctions of the Productsup Software and to assist Client with functional issues, Productsup will provide Product and Account Support free of charge, subject to the Product and Account Support Service Levels set out in Annex 3.2 to this Master Services Agreement.

4. Custom Development Services

4.1 Client may purchase Custom Development Services subject to additional Fees, as set out in an applicable Order Form. Custom Development Services will only be provided in accordance with the specifications set out in the applicable Order Form and Scoping Document and are subject to additional Fees.

4.2 The Custom Development Services will be performed by Productsup with due skill, care and ability in accordance with industry practice and the applicable Order Form and Scoping Document.

4.3 Any work required to be performed by Productsup outside normal Business Hours or not on a Business Day may be subject to further Fees or charges.

5. Professional Services

Client may purchase from Productsup the provision of certain Professional Services to assist Client in its use of the Productsup Software. Professional Services will only be provided in accordance with the specifications set out in the applicable Order Form and, if any, Scoping Document and are subject to additional Fees.

6. Fees and Payment Terms

6.1 Invoicing and Payment

6.1.1 Productsup will invoice Client for the Fees as specified in an applicable Order Form. The Client may choose between annual, semi-annual or quarterly upfront payment of the Subscription Fees for the annual Base Subscription or monthly payments with invoices issued on or after the 15th day or the last day of each calendar month during the Subscription Term. The invoices of Productsup are due for payment within the time frame agreed upon in an applicable Order Form and in the currency specified in such Order Form.

6.1.2 Client may pay by bank transfer, credit card or SEPA direct debit, as specified in the applicable Order Form.

6.1.3 All Fees are non-refundable and are exclusive of all Taxes. Client shall be solely responsible for, and pay all applicable Taxes relating to the Fees. In the event Productsup invoices Client for any such Taxes, Client shall pay all Taxes invoiced by Productsup or, if paid by Productsup, reimburse Productsup for all Taxes, including taxes assessed by a tax authority audit after the Effective Date. Client shall also pay any interest or penalties assessed on such Taxes and agrees to hold Productsup harmless from all claims and liability arising from Client's failure to report or pay any such Taxes.

6.1.4 If Productsup has not received payment for any invoices which are not the subject of a bona fide dispute by the due dates and without prejudice to any other rights and remedies of Productsup, Productsup may:

6.1.4.1 by giving fourteen (14) Business Days prior written notice to Client, without liability to Client, disable Client's password, account and access to all or part of the Services and/or suspend the provision of Services. Productsup shall be

under no obligation to provide any or all of the Services while the applicable invoice(s) remain unpaid;

6.1.4.2 charge interest which shall accrue on past due amounts at the higher of (i) an annual percentage rate equal to nine percent (9%) or (ii) the standard statutory interest rate under applicable law; and

6.1.4.3 mandate a debt collection agency to enforce outstanding payments and/or assign its claims for Fees under this agreement to a third party to further enforce the outstanding payments.

6.2 Subscription Fees

Client shall pay Productsup the Subscription Fees based on the Software Products ordered and the average number of Administered Lines Client processes through the Software in each month during the Subscription Term. If a Software Product is not licensed for an entire calendar month, the Subscription Fees for such Software Product shall be calculated on a pro rata basis based on the number of days in the applicable month. The number of Administered Lines processed is calculated as the number of Administered Lines across all Projects processed by Client in its use of the Services in each month.

6.3 Custom Development Services

If Client orders Custom Development Services, the Custom Development Services are charged on a time and materials basis in accordance with the daily or hourly rates set out in the Rate Card in Annex 6.3. All relevant Fees and any reasonable expenses incurred by Productsup in the provision of Custom Development Services shall be invoiced monthly as Incidental Charges on or after the 15th day or on the last day of each calendar month in which the Custom Development Services are delivered. Solutions created as Custom Development Services may be subject to additional maintenance costs that will be charged on

6.4 Professional Services

If Client orders Professional Services, the Professional Services are charged as set out in an applicable Order Form either (i) as a flat monthly fee for a set number of hours each month; or (ii) for the time to provide the Professional Services in each month in accordance with the hourly rates set out in the Rate Card in Annex 6.3. All relevant Fees and, if applicable, any reasonable expenses incurred by Productsup in the provision of Professional Services, shall be invoiced monthly on or after the 15th day or the last day of each calendar month in which the Professional Services are delivered.

6.5 Overage Use Fees

Client shall initially pay the Fees for the Services ordered in the applicable Order Form. In any month during the applicable Subscription Term that the Services used by Client exceed the agreed quantities as set out in the applicable Order Form, Client shall pay additional Fees for overage use as indicated in the applicable Order Form. These Fees will be charged as Incidental Charges on a monthly base.

6.6 Increase of Fees

6.6.1 For each Renewal Term, all Fees due under this Agreement or any applicable Order Form shall automatically increase at an annual rate of 5% or CPI (whichever is higher).

6.6.2   Notwithstanding anything in section 6.6.1, Productsup may increase the Fees at the start of each Renewal Term by giving not less than thirty (30) days' prior written notice to Client of the increase. If Client does not object to such increase in writing within ten (10) Business Days of receipt, the relevant Order Form shall be deemed amended to include the increased Subscription Fees for that Renewal Term.

6.6.3   Productsup is entitled to increase the Subscription Fees for the use of the Software Product by a written notice with a notice period of ninety (90) days to the end of a month, if either the total of the necessary costs for the provision of Services, in particular the costs for the maintenance and the further Custom Development of the technical infrastructure, the costs for the licensing of third-party work or the total of the costs for the Services and the general administration have increased – even in consideration of any eventual profits. In case of such an increase, the Client is entitled to terminate this Master Services Agreement and any outstanding Order Forms without notice as a special termination right.

7.   Client Obligations

7.1   Client shall ensure that each Authorized User shall keep a secure password for its use of the Services, that such password shall be changed frequently and that each Authorized User password shall be kept confidential.

7.2   Client shall permit Productsup to audit Client's use of the Services in order to establish that the use of the Services by Client is in accordance with the Scope.

7.3   Client shall:

7.3.1   timely provide all necessary cooperation and information as may be reasonably required by Productsup in order to provide the Services;

7.3.2   and shall procure that its Authorized Users shall: (i) use the Services in accordance with the terms and conditions of the Agreement; (ii) comply with all applicable laws and regulations with respect to its activities under the Agreement; (iii) only use the Services for lawful purposes; and (iv) conduct Client's business with the highest of ethical standards and fairness. Client shall be liable for any breach of the Agreement by its Authorized Users;

7.3.3   be solely responsible for procuring and maintaining network connections and telecommunications links and resolve all problems, conditions, delays and delivery failures arising from or relating to such network connections or telecommunications links;

7.3.4   use all reasonable efforts to prevent any unauthorized access to, or use of, the Services and, in the event of any such unauthorized access or use, promptly notify Productsup;

7.3.5   be solely responsible for the accuracy, completeness, design, appropriateness, creation, maintenance, and updating of all Client Data in the use of the Services. Productsup shall not be liable for any errors or inaccuracies in (i) any information provided by Client; (ii) any Client Data, or (iii) any changes or modifications to any Client Data by Productsup upon Client's written instructions, beyond its responsibility to accurately reproduce such Client Data on Client's instruction;

7.3.6   be solely responsible for the creation and maintenance of the technical environment IT infrastructure regarding access to the Services, including, without limitation to the used

hardware and operating systems and providing the latest browsing software; a list of supported browsers for the use of the Productsup Platform can be found under https://platform.productsup.com/help/5041; and

7.3.7 be responsible for obtaining all necessary licenses and consents required to use Client Data, if any, and including without limitation those from the owners or licensees of any third-party information) and Client warrants and represents that such licenses and consents have been obtained.

7.4 Client shall not and shall procure that its Authorized Users shall not during the course of its use of the Services, upload, input, access, store, distribute or transmit any Viruses, nor any material, including without limitation Client Data, that:

7.4.1 is Inappropriate Content;

7.4.2 is unlawful (including breach of Intellectual Property Rights of any other party), harmful, threatening, defamatory; and

7.4.3 facilitates illegal activity or is otherwise illegal or causes damage or injury to any person or property.

Productsup reserves the right, without liability or prejudice to its other rights to Client, to (i) disable Client's access to any material that breaches the provisions of this section, including, but not limited to installing a blocking access program; to (ii) remove any such content where, in Productsup's sole and reasonable discretion, Productsup suspects such content to be in violation of this section; and/or (iii) terminate this Master Services Agreement and any outstanding Order Forms for material breach in accordance with section 12.

7.5 Client agrees to defend, indemnify and hold harmless Productsup and its Affiliates from and against any and all claims, losses, damages, expenses and costs, including without limitation reasonable court costs and legal fees, arising out of or in connection with: (i) Client's use of the Services in violation of the Agreement; and/or (ii) Client Data.

8. Client Data

8.1 Client shall own all right, title and interest in and to all of the Client Data and shall have sole responsibility and liability for (i) the legality, appropriateness, and integrity of the Client Data; and (ii) the completeness, reliability, accuracy and quality of the Client Data.

8.2 Client grants Productsup and its Affiliates, a non-exclusive, royalty-free, worldwide, transferable license:

8.2.1 to use, host, transmit, display and create derivative works of the Client Data (i) in connection with the provision of the Services; and (ii) for the purposes of improving and/or developing the Services;

8.2.2 where necessary, to transfer Client Data, to any third parties used by Productsup, only as required for the provision of the Services;

provided that Productsup's use of the Client Data beyond termination of any Order Form shall not include any personal data of Client. Client further acknowledges and agrees that Productsup may use anonymized Client Data at any time for the purposes of providing its services to its Clients (including improving and/or developing the services).

8.3   Client acknowledges that it has responsibility for all Client Data and that Productsup will not be held responsible in any way for infringement or violation of any Intellectual Property Rights held by Client or a third party, the violation of any other Person's rights or the violation of any laws, arising or relating to such Client Data.

8.4   Productsup shall follow industry standard archiving and back-up procedures for Client Data, as set out in Productsup's Data Backup Policy attached to this Master Services Agreement as Annex 8.4. In the event of any loss or damage to Client Data, Client's sole and exclusive remedy shall be for Productsup to use commercially reasonable efforts to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by Productsup. Productsup shall not be responsible for any loss, destruction, alteration or disclosure of Client Data caused by any third party, (except those third parties sub-contracted by Productsup) unless solely caused by Productsup's gross negligence or willful misconduct.

8.5   Client acknowledges that Productsup is neither obliged nor able to edit Client Data (including third party information). However, Productsup reserves the right to remove any Client Data (or third party information) which Productsup reasonably believes breaches any laws or regulations, any third party's rights or the Agreement. Productsup will notify Client if it removes any Client Data (or third party information) in accordance with this section. To the extent permitted by applicable law, Productsup disclaims all liability of any kind in respect of third party products, services, information and any other material or services which can be accessed using the Services. Productsup expressly disclaims all liability for any fraud committed in connection with the Services.

9.   Warranty

9.1   Productsup warrants that, during the Subscription Term, the Productsup Software will function substantially in accordance with the Documentation and that the Services will be delivered with reasonable skill and care.

9.2   The warranties provided in section 9.1 shall not apply to the extent of any non-conformance which is caused by:

9.2.1   Client's use of the Services contrary to Productsup's instructions, the Documentation or otherwise in breach of the Agreement; or

9.2.2   modification or alteration of the Services by any party other than Productsup or Productsup's duly authorized contractors or agents.

9.3   If the Services do not conform with the warranty provided in section 9.1, Productsup will, at its expense, i) use commercially reasonable efforts to correct any such non-conformance within a reasonable period of time; or ii) provide the Client with an alternative means of accomplishing the desired performance. This section sets out the Client's sole and exclusive remedy and Productsup's entire liability for breach of section 9.1.

9.4   Notwithstanding the foregoing, Productsup:

9.4.1   does not warrant that Client's use of the Services will be uninterrupted or error-free, or that the Services, Documentation or the information obtained by Client through the Services will meet Client's requirements;

9.4.2   is not responsible for any delays, delivery failures, or any other loss or damage resulting from Client's access to and use of the Services and/or third-party applications or the transfer of data over communications networks and facilities, including the Internet, and

Client acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities;

9.4.3   is not responsible for any Virus which was not detected by Productsup using reasonable current commercial methods of detection or transmitted through any third-party services; and

9.4.4   nor its suppliers or third-party service providers or software vendors, shall have any liability whatsoever for the accuracy, completeness, or timeliness of Client Data, or for any decision made or action taken by Client, any Authorized User, or any third party in reliance upon any Client Data.

9.5   EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 9, PRODUCTSUP (AND ITS AFFILIATES) TO THE EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND SATISFACTORY QUALITY, AND NON-INFRINGEMENT.

9.6   This Master Services Agreement shall not prevent Productsup from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.

10.   Data Protection

10.1   Each Party shall, in connection with the exercise of its rights and the performance of its obligations under the Agreement, comply with all Applicable Data Protection Laws. Productsup acknowledges that the Client is acting as a data controller in respect of any Client Data which contains personal data. To the extent that Productsup has access to or processes any such personal data in the provision of the Services, Productsup shall:

10.1.1   have in place appropriate technical and organizational measures to ensure an appropriate level of security for the processing of such personal data and to protect such personal data against unauthorized or unlawful processing or accidental loss, destruction or damage;

10.1.2   preserve the integrity of such personal data contained within the Client Data and to prevent the loss or corruption of the personal data of Client;

10.1.3   only process such personal data in accordance with the written instructions and directions of the Client and not for its own purpose and ensure that anyone in its organization processing data is subject to the same duties of confidence as set out in section 13;

10.1.4   notify Client if it becomes aware of any accidental, unauthorized or unlawful destruction, loss, alteration, or disclosure of, or access to Client's data (a "Security Incident") and provide sufficient detail of the Security Incident for Client to take action to remedy the Security Incident;

10.1.5   provide such reasonable assistance and information to Client as it may reasonably require to allow Client to comply with its obligations under Applicable Data Protection Laws;

10.1.6   upon termination of the Agreement at the direction of Client either return to Client or securely destroy Client Data and delete any copies; and

10.1.7   allow Client and its auditors, at its own cost and upon reasonable prior written notice, to conduct audits or inspections during the Subscription Term and for twelve (12) months thereafter, in connection with the processing of any such personal data to ensure any data processing is in accordance with Applicable Data Protection Laws.

10.2   If any such personal data pertain to citizens of the European Union, Client and Productsup shall enter into a separate data processing agreement subject to Art. 28 of the General Data Protection Regulation (GDPR).

10.3   Use of External Services

10.3.1   Productsup, upon authorization through Client, uses authorized data from YouTube, Google, Facebook, Instagram, Twitter, and other platforms. Such data is collected and stored to power Productsup features. Client can request its authorized data be deleted from Productsup by contacting Productsup's support team.

10.3.2   Productsup uses YouTube, Google, Facebook, Instagram, Twitter, and other platform ("Social Platforms") APIs to collect authorized data. Client can learn more about each respective Social Platform's terms of service and privacy policies via the links below:

10.3.3   Social Platforms Terms of Service:

Google: https://www.google.com/intl/en/policies/terms/

YouTube: https://www.youtube.com/t/terms

YouTube API Client: https://developers.google.com/youtube/terms/api-services-terms-of-service

Facebook: https://www.facebook.com/legal/terms

Instagram: https://help.instagram.com/478745558852511

Twitter: https://twitter.com/en/tos

10.3.4   Social Platforms Privacy Policies:

Google & YouTube: http://www.google.com/policies/privacy

Facebook: https://www.facebook.com/privacy/explanation

Instagram: https://help.instagram.com/155833707900388

Twitter: https://twitter.com/en/privacy

10.3.5   Client can revoke Productsup's access to its data from YouTube, Google, Facebook, Instagram, and Twitter at any time via each relevant platform's app and security settings via the links below. Revoking such authorizations may limit or eliminate certain functionalities in the Productsup Platform.

10.3.6   Revoke Access:

YouTube & Google: https://security.google.com/settings/security/permissions

Facebook: https://www.facebook.com/settings?tab=applications

Instagram: https://www.instagram.com/accounts/manage_access/

Twitter: https://twitter.com/settings/applications

11. Productsup Intellectual Property Rights and License

11.1 Client acknowledges and agrees that Productsup and its licensors and suppliers own all Intellectual Property Rights in the Services, all related Source Code, Productsup Data, Documentation and any enhancements or feedback thereto. Except as expressly stated herein, the Agreement does not grant Client any applicable Intellectual Property Rights or any other rights or licenses.

11.2 Subject to payment of the Fees and the terms and conditions of the Agreement, Productsup hereby grants to Client a non-exclusive, non-transferable, non-assignable, non-sublicensable right to use the Services solely for Client's internal business operations, in accordance with the Scope during the Subscription Term.

11.3 Productsup reserves its right to change the Services through Updates in order to adapt them to the state of the art for similar services, or to optimize them. Except as part of the Product and Account Support, Productsup is not obliged to provide any Updates.

11.4 Except as may be permitted by applicable law, Client shall not and shall ensure that its Authorized Users shall not:

11.4.1 make alterations to, or modifications of, the whole or any part of the Services or permit the Services or any part of it to be combined with, or become incorporated in, any other programs;

11.4.2 disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Services or attempt to do any such thing;

11.4.3 provide, commercially exploit or otherwise make available the Services, in any form to any person;

11.4.4 access all or any part of the Services or the Documentation in order to build a product or service which competes with the Services or the Documentation; or

11.4.5 use the Services or the Documentation to provide services to third parties.

12. Term and Termination

12.1 This Master Services Agreement shall commence on the Effective Date and shall continue until the expiration of the Subscription Term of all Subscriptions (or until all Services have been provided, if later) unless otherwise terminated as provided in this section 12.

12.2 Each Subscription purchased under an Order Form shall commence on the Date specified in the Order Form and shall continue for the Initial Subscription Term set out in the Order Form. Thereafter, unless stated otherwise in the applicable Order Form, the Subscription shall

automatically renew for successive periods of twelve (12) months (or such other period as specified in the applicable Order Form) (each a "Renewal Term"), unless either Party terminates with not less than three (3) months' written notice prior to the end of the Initial Subscription Term or relevant Renewal Term or otherwise terminates in accordance with the provisions of this section 12. At the end of the Subscription Term, Client's access and use of the Services shall automatically terminate.

12.3 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Master Services Agreement or an Order Form without liability to the other at any time with immediate effect upon written notice if the other Party:

12.3.1 is in material breach of any of its obligations under the Agreement and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days following notice of the breach; or

12.3.2 files, or has filed against it, a petition of bankruptcy or insolvency, and the petition is not vacated within sixty (60) days being filed; or shall have a receiver or administrative receiver appointed over it or any of its assets; or shall pass a resolution for winding-up or dissolution of the business affairs of an entity; or if the other Party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business; or is subject to any analogous event or proceeding in any applicable jurisdiction.

12.4 On termination or expiration of this Master Services Agreement or an applicable Order Form for any reason:

12.4.1 Client's rights of use granted under this Master Services Agreement (or under the applicable Order Form in the case of termination of an individual Order Form only) shall (i) immediately terminate and Client shall immediately cease the use of the Services;

12.4.2 Client shall (i) in the case of termination of this Master Services Agreement, promptly pay all Fees due or to become due through the effective date of termination; and (ii) in the case of termination of an individual Order Form where the Agreement and remaining valid Subscriptions will continue in full force and effect, promptly pay all Fees due or to become due under such terminated Order Form; and

12.4.3 the Parties shall comply with the obligations set out in section 13.4.

13.   Confidentiality

13.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under the Agreement. A Party's Confidential Information shall not be deemed to include information that:

13.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

13.1.2 was in the receiving party's lawful possession before the disclosure;

13.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

13.1.4 is independently developed by the receiving party, which independent Custom Development can be shown by written evidence; or

13.1.5   is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

13.2   Each Party shall (i) hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement; and (ii) take all reasonable steps to ensure that the Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement. Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

13.3   Client acknowledges that details of the Productsup Software, Documentation, Services, Productsup Data, the Pricing and other Client-specific commercial terms subject to the applicable Order Form, feedback on the Services and the results of any performance tests of the Services, constitute Productsup's Confidential Information.

13.4   Subject to section 13.2 and except where a Party is expressly required by law to retain a copy, on termination of the Agreement or when requested to do so in writing by the disclosing party, the receiving party shall promptly:

13.4.1   deliver to the disclosing party any documents and other materials in its possession or control that contain any of the Confidential Information;

13.4.2   permanently delete, destroy and erase all electronic copies of the Confidential Information from any computer or data storage system into which the Confidential Information was entered; and

13.4.3   make no further use of the Confidential Information.

13.5   The receiving party, if requested by the disclosing party, shall confirm in writing that the provisions of section 13.4 have been complied with. The obligations of confidentiality under this section 13 shall survive any expiration or termination of the Agreement.

14.   Limitation of Liability

14.1   EXCEPT WITH RESPECT TO AMOUNTS OWED BY CLIENT TO PRODUCTSUP HEREUNDER, THE AGGREGATE LIABILITY OF EACH PARTY FOR OR IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY THE OTHER PARTY (WHETHER DUE TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) UNDER OR IN CONNECTION WITH THE AGREEMENT IN ANY CLAIM YEAR SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY CLIENT DURING SUCH CLAIM YEAR.

14.2   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY, GOODWILL, OR LOSS OF REVENUE, LOSS OF USE OR LOSS OF DATA (INCLUDING CORRUPTION OF DATA), OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OF THE AGREEMENT, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE LIMITATIONS AND FURTHER AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

PRODUCTSUP ACCEPTS NO LIABILITY FOR FAILURE TO MAINTAIN ANY LEVEL OF AVAILABILITY OF THE SERVICES OTHER THAN WHERE IT IS IN BREACH OF ITS OBLIGATIONS UNDER THE AGREEMENT.

14.3   IN ADDITION TO THE OTHER EXCLUSIONS SET OUT IN THIS SECTION 14, PRODUCTSUP HAS NO LIABILITY:

14.3.1   FOR ANY OTHER THIRD PARTY PRODUCTS OR SERVICES ACCESSED AND/OR USED BY CLIENT THROUGH THE SERVICES;

14.3.2   WHERE ANY FAILURE TO PROVIDE THE SERVICES IS CAUSED BY A NETWORK, HARDWARE OR SOFTWARE FAULT IN EQUIPMENT WHICH IS NOT UNDER THE CONTROL OF PRODUCTSUP;

14.3.3   ANY ACT OR OMISSION OF CLIENT;

14.3.4   USE OF THE SERVICES IN BREACH OF THE AGREEMENT;

14.3.5   ANY UNAUTHORIZED ACCESS TO THE SERVICES INCLUDING A MALICIOUS SECURITY BREACH; OR

14.3.6   LOSS OR DAMAGE CAUSED BY CLIENT'S DELAY OR FAILURE TO TIMELY PROVIDE ANY REQUIRED INFORMATION OR TO FULFIL ITS OBLIGATIONS UNDER THE AGREEMENT.

14.4   IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT DATA, CLIENT'S SOLE AND EXCLUSIVE REMEDY SHALL BE AS SET OUT IN SECTION 8.4.

14.5   CLIENT ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE SERVICES AND THE DOCUMENTATION BY CLIENT, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. PRODUCTSUP SHALL HAVE NO LIABILITY FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, DATA OR INSTRUCTIONS PROVIDED TO PRODUCTSUP BY CLIENT IN CONNECTION WITH THE SERVICES OR ANY ACTIONS TAKEN BY PRODUCTSUP AT CLIENT'S DIRECTION.

14.6   PRODUCTSUP DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NETWORK WHERE THE SERVICES RESIDE AND OTHER PORTIONS OF THE INTERNET INCLUDING DENIAL OF SERVICE ATTACKS (AN ATTACK WHICH SEND A FLOOD OF INCOMING MESSAGES TO THE TARGET SYSTEM FORCING THE SYSTEM TO SHUT DOWN, THEREBY DENYING SERVICE TO LEGITIMATE USERS). SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CLIENT'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). PRODUCTSUP CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, PRODUCTSUP, ITS SUPPLIERS AND SUBCONTRACTORS, IF ANY, DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS AND CLIENT SHALL HAVE NO CLAIM IN RESPECT THEREOF.

14.7   PRODUCTSUP SHALL HAVE NO LIABILITY TO CLIENT UNDER THE AGREEMENT IF IT IS PREVENTED FROM OR DELAYED IN PERFORMING ITS OBLIGATIONS UNDER THE AGREEMENT DUE TO A FORCE MAJEURE EVENT. PRODUCTSUP SHALL PROVIDE CLIENT WITH NOTICE OF A FORCE MAJEURE EVENT AND ITS EXPECTED DURATION.

14.8 EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THE AGREEMENT ARE MATERIAL, BARGAINED FOR BASES OF THE AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THE AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THE AGREEMENT.

15. Marketing

15.1 Client Logo Usage by Productsup

Unless explicitly excluded from the scope of the Agreement in an applicable Order Form, Client agrees that Productsup and its Affiliates may publish Client's name and logo in its Client lists, and promotional, marketing and investment materials, in any media and grants Productsup a non-exclusive, revocable, unlimited license for the described purpose. Any use of Client's name and logo shall be in accordance with the applicable brand guidelines as notified by Client from time to time.

15.2 Further Marketing Cooperation

If explicitly agreed and further specified in an applicable Order Form, Client will co-operate with Productsup in producing any press releases, case studies or other marketing materials regarding the supply of the Services to Client.

16. General

16.1 **Entire Agreement**. The Agreement sets out the entire agreement and understanding between the Parties and supersedes any previous agreement between the Parties relating to its subject matter. Unless otherwise expressly agreed in writing, the Agreement applies in place of and prevails over any terms or conditions contained in or referred to in (i) any Client purchase order or general terms and conditions; (ii) any correspondence; or (iii) elsewhere or implied by trade custom or course of dealing. In entering into the Agreement each Party acknowledges and agrees that it has not relied on any representations made by the other. Any such representations are excluded. Nothing in this section shall limit liability for any representations made fraudulently.

16.2 **Warranty of Authority**. Each Party represents and warrants to the other that it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has the requisite power and authority to execute, deliver and perform its obligations under the Agreement. Each Party represents and warrants to the other that the Agreement has been duly authorized, executed and delivered by such Party and constitutes a valid and binding obligations of such Party enforceable against such party according to its terms.

16.3 **Governing Law and Jurisdiction**. The Agreement and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of the state of New York without reference to conflicts of laws principles. The Parties agree that any disputes under the Agreement shall be brought in the federal or state courts located in New York, New York. The Parties hereby consent to and waive defenses of the personal and exclusive jurisdiction and venue of these courts.

16.4 **Third Party Rights**. A person who is not a party to the Agreement has no rights to enforce, or to enjoy the benefit of, any term of the Agreement. Notwithstanding the foregoing, if an Affiliate of a Party enters into an Order Form pursuant to this Master Services Agreement, that Affiliate

may enforce the terms of the Master Services Agreement (and any applicable Annex) with respect to that particular Order Form.

16.5 **Subcontracting and Assignment**. Productsup may at any time involve any of its Affiliates, successors or assigns as subcontractors under the Agreement. Productsup may, at any time by notice in writing to the Client, assign or otherwise transfer its rights and obligations under the Agreement to any of its Affiliates, successors or assigns. Productsup shall have the right to subcontract any of its obligations under the Agreement to a third party, provided that Productsup shall continue to remain responsible for the performance of the Services. Client may by notice in writing to Productsup assign, or otherwise transfer its rights and obligations under the Agreement in full (but not in part) to an Affiliate provided that such Affiliate is at least of the same financial standing as Client. Any attempted assignment, sub-contracting or other transfer in violation of the Agreement shall be null and void.

16.6 **Notices**. All notices to be given under the Agreement shall be given in English in writing to the legal department at the address stated in the applicable Order Form, or to such other address as shall be given by either Party to the other in writing. Any notice involving non-performance or termination shall be hand-delivered or sent by recognized overnight courier or by certified mail, return receipt requested. Notices given by Productsup regarding price changes, discount category changes, product discontinuance, product changes, and logistics center changes may in addition be sent by e-mail or fax to the person(s) specified by Client from time to time. All other notices not referred to elsewhere in this section 16.6 may be sent by (i) recognized overnight courier or (ii) by fax, e-mail or postal service. All notices shall be deemed to have been given and received on the earlier of actual receipt or three (3) days from the date of postmark.

16.7 **Variations**. Save as otherwise expressly stated in this Master Services Agreement, this Master Services Agreement, its Annexes, an Order Form or Scoping Document may only be modified or varied in writing executed by duly authorized representatives of both Parties through an amendment to this Master Services Agreement or an applicable Order Form. This also applies to any modifications of this section 16.7.

16.8 **Changes to the Agreement**. Notwithstanding anything in section 16.7, Productsup may change the Agreement, provided that the change does not have any material impact on the contractual rights and obligations between the Parties, upon four weeks' notice to Client under the general contact address specified and such change shall be deemed effective, if Client does not expressly objects to such change withing the four weeks' notice period. Productsup will draw attention to this consequence in the notice. The notice may be sent by email to Client's general contact person specified in the Order Form.

16.9 **Independent Contractor**. The Parties to the Agreement are independent contractors. Client bears all risk and cost of operating its own business, including risk of loss. Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind or employment relationship between the Parties, not constitute any party an employee or agent of another party for any purpose. No party shall have authority to act as employee or agent for, or to bind, the other party in any way.

16.10 **Severability**. Should parts of the Agreement be or become invalid, this shall not affect the validity of the remaining provisions of the Agreement, which shall remain unaffected. The invalid provision shall be replaced by the Parties with such term which comes as close as possible, in a legally permitted manner, to the commercial terms intended by the invalid provision.

16.11 **Waiver**. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default. The Agreement or an applicable Order Form may be executed in counterparts, each of which shall be deemed an original and all of

which together shall constitute one instrument. The headings are for convenience and shall not be used to construe the Agreement.

16.12 **Survival**. In addition to those provisions which by their nature are intended to survive any termination of the Agreement, sections 9, 10, 11, 12, 13, 14 and 16 of this Master Services Agreement shall survive such termination or expiration of the Agreement.

List of Annexes

This Master Services Agreement contains the following Annexes that form an integral part of the Agreement.

Annex Number	Annex Title	Location
1	Definitions	Attached to this Master Services Agreement
3.1	Service Level Agreement	Available in the relevant section under www.productsup.com/legal
3.2	Product and Account Support Service Level Agreement	Available in the relevant section under www.productsup.com/legal
6.3	Rate Card for Professional Services and Custom Development Services	Available in the relevant section under www.productsup.com/legal
8.4	Productsup Data Backup Policy	Available in the relevant section under www.productsup.com/legal

Annex 1

1. Definitions

The following definitions apply to the Master Services Agreement and its Annexes (including the any Order Form(s) entered into between the Parties). Any capitalized terms not otherwise defined in the Master Services Agreement or its Annexes have the meanings set out below:

1.1 Administered Lines: all lines of product data imported into and processed by Client through the Services, including all product data lines and SKU variants for each Project of Client, consolidated for all Projects, including Projects that are created with the same products in order to serve different countries;

1.2 Affiliate: as used in relation to any Persons means any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such first Person; provided in any event that the holding of more than 50% of the capital or voting rights in another Person or the power to, directly or indirectly and by whichever means, direct, or cause the direction of, the management of another Person shall irrefutably be deemed to confer 'control' over such Person, provided, that, any direct or indirect shareholders of the Parties and their Affiliates (that are not subsidiaries of the Parties) and any fund directly or indirectly holding an interest in the one of the Parties or otherwise affiliated with the a Party or with an aforementioned fund, or operating/portfolio entities in which any such fund directly or indirectly holds an interest, shall not be deemed to be an Affiliate of the relevant Party;

1.3 Applicable Data Protection Laws: means all applicable state and federal statutory and regulatory requirements regarding privacy and the protection of "personal data" or "personally identifiable information" (as defined by such laws) as amended from time to time or any other applicable similar laws relating to the protection of personal data in other jurisdictions, including, as applicable, the General Data Protection Regulation (EU) 2016/679 (and as implemented under applicable national law) and any other applicable data protection laws and regulations;

1.4 Authorized Users: those employees, agents and independent contractors of Client who are authorized by Client to access and use the Services;

1.5 Base Subscription: the Scope of Services ordered by Client as specified in the Order Form without Incidental Charges;

1.6 Business Days: Mondays to Fridays except for public holidays in the Sydney, Australia;

1.7 Business Hours: 09:00hrs (AEST) to 18:00hrs (AEST) on Business Days;

1.8 Claim Year: means each successive period of twelve (12) months commencing on the Effective Date of this Master Services Agreement;

1.9 Confidential Information: information of a party concerning its business and/or affairs, including without limitation to information relating to a party's operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, know-how, designs, trade secrets, software, documents (including for Productsup its Software, Services and Documentation), data and information which, when provided by a party to the other: a) are clearly identified as "Confidential" or "Proprietary" or are marked with a similar legend; b) are disclosed orally or visually, identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within 10 days; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure;

1.10   Client Data: the (i) data and information (including without limitation the SKUs) provided by Client to Productsup and/or imported, inputted, uploaded and/or shared by Client, Authorized Users or Productsup on Client's behalf, for the purpose of using the Services or facilitating Client's use of the Services; or (ii) data collected and processed by or for Client through Client's use of the Services, but excluding Productsup Data;

1.11   Custom Development Services: certain integration, connection, customisation and/or other services to be provided by Productsup related to Client's access to and use of the Services all as further described and agreed by the parties in the applicable Order Form;

1.12   Documentation: the then current document(s) made available to Client by Productsup under https://www.productsup.com/services-documentation/ which set out a description of the Services and the user instructions for the Services, as updated from time to time by Productsup;

1.13   Effective Date: the date this Master Services Agreement takes effect, which is the date specified in the initial Order Form executed by the Parties and if no date is specified then the date of the last signature of the Parties to the initial Order Form;

1.14   Fees: all fees, costs and charges payable to Productsup by Client under the Agreement;

1.15   Force Majeure Event: acts, events, omissions or accidents beyond a party's reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, fire, flood or storm; Notwithstanding the foregoing, as the Services are provided virtually, a government mandated office location or other work closure shall not constitute Force Majeure unless such Force Majeure also involves significant interruption of telecommunications or internet service;

1.16   Inappropriate Content: content which is (i) unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) depicts sexually explicit images; (iv) promotes unlawful violence; (v) is discriminatory on the grounds of race, gender, colour, religious belief, sexual orientation, disability or any other illegal activity; or (vi) causes damage or injury to any person or property;

1.17   Incidental Charges: all Fees that occur on an incidental base in addition to the Services and quantities agreed upon in an applicable Order Form;

1.18   Initial Subscription Term: the initial term of the Subscription as set out in the Order Form;

1.19   Intellectual Property Rights: intellectual property rights including without limitation rights in patents, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights;

1.20   Order Start Date: the start date for the Subscriptions ordered by Client as set out in the applicable Order Form;

1.21   Order Form: the Order Form(s) executed by both parties which references and incorporates this Master Services Agreement and details the Services, Scope, Initial Subscription Term, any Professional Services ordered by Client and the Fees payable by Client and is incorporated herein by reference;

1.22   Person: any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity;

1.23 Product and Account Support: the provision by Productsup to Client of remedies in case of malfunctions of the Services or functional issues, as set out in Annex 3.2;

1.24 Productsup Data: any information or data provided by Productsup to Client as part of the Services;

1.25 Productsup Platform: means the Productsup web-environment upon which the Services and Client Data are hosted and may be controlled by the Client or Authorized Users;

1.26 Productsup Software: Productsup's cloud software made available by Productsup for Client to purchase and access through the Productsup Platform in accordance with the Scope in order to aggregate, optimise and syndicate product data as further described in the Documentation. The Productsup Software modules which Client is permitted to access through the Productsup Platform shall be the Software Products ordered by Client as set forth in the applicable Order Form;

1.27 Professional Services: Services provided by Productsup to Client in order to assist Client with technical advice on its use of the Productsup Software, such as the creation of a user account on the Productsup Platform, onboarding or subject-related training services; and excluding such Product and Account Support provided by Productsup to Client in reaction to a malfunction of the Productsup Software or a functional issue;

1.28 Project: a classification of product data lines defined by Client (for example, classification by region, country, brand, etc.) in its import of product data lines into the Services and use with the Services. One Project can have several data sources and can combine them to one uniform data feed;

1.29 Renewal Term: has the meaning given in Section 12.2 of the Agreement;

1.30 Scope: the scope of Client's and the Authorized Users' use of the Services (including without limitation, the applicable Software Products ordered and accessed through the Services) as set out in applicable Order Form;

1.31 Scoping Document: a document executed by the Parties that aims at assessing the Scope of the Services required by Client. If the Scoping Document is used to assess the Scope of certain Professional Services required by Client, it shall be attached to the applicable Order Form.

1.32 Services: collectively means (i) the Productsup Software as a service; (ii) Custom Development Services; (iii) Professional Services and (iv) Documentation, purchased by Client in an applicable Order Form, as well as the access to and use of such services through the Productsup Platform. All Services are further described under https://www.productsup.com/services-documentation/;

1.33 Service Level Agreement or SLA: means the service level for the Services as set out in Annex 3.1;

1.34 Software Products: the relevant Productsup Software modules as parts of the Services ordered by Client; to be accessed by Client through the Services, as set forth in the Order Form;

1.35 Source Code: a software product written in a programming language, which enables a suitably educated expert to read and understand the code;

1.36 Subscription(s): subscriptions purchased by Client under an Order Form which entitle Client to access and use the Services and the Documentation in accordance with the Scope and this Master Services Agreement;

1.37   Subscription Fees: the fees payable by Client to Productsup for Client's and its Authorized Users' use of the Services as set out in the Order Form;

1.38   Subscription Term: the Initial Subscription Term and any subsequent Renewal Periods;

1.39   Support SLA: Product Up's policy for providing the Product and Account Support to Client, as referenced in Annex 3.2;

1.40   Taxes: any applicable taxes, including without limitation, withholding, sales, use, excise, value added tax, duties, assessments, excise or other similar taxes based on the Agreement but shall not include taxes based on Productsup's gross income;

1.41   Update(s): a refined version of the applicable Software Products, which fixes or circumvents bugs and/or may include modifications, service or feature enhancements which may be delivered by Product Up to Client during the Subscription Term;

1.42   Virus: anything (including any software, code, file, programme or device) which may prevent, impair or otherwise adversely affect the access to or operation, reliability or user experience of any computer software, hardware or network, telecommunications service, equipment or network or any other service or device, including worms, trojan horses, viruses and other similar things or devices.

2.   Use of Definitions

In case of defined terms, any reference to the singular includes a reference to the plural and vice versa, unless expressly otherwise provided in this Master Services Agreement, and any reference to the masculine includes a reference to the feminine and vice versa, and (unless the context clearly indicates the contrary) the words "including" and "in particular" shall be deemed to be followed by the words "without limitation".

Service Level Agreement for Productsup Software

This Service Level Agreement governs the provision and accessibility of the Productsup Software through the Productsup Platform.

1. Definitions

1.1 "**Downtime**" means the total minutes in the calendar month during which Client's designated Login to the Productsup Platform does not respond to Client's login-request, excluding Excluded Downtime.

1.2 "**Excluded Downtime**" means the total minutes in the calendar month attributable to (i) periods of non-availability due to Internet interruptions Productsup is not responsible for or due to other circumstances beyond the responsibility of Productsup, in particular those caused by force majeure; (ii) periods of non-availability due to planned maintenance of the Productsup Platform or the content which are carried out on a regular basis ("**Scheduled Maintenance**"); (iii) periods of non-availability due to unscheduled essential maintenance work which is necessary to eliminate malfunctions; (iv) periods of non-availability due to the fact that, temporarily, the necessary technical requirements for the access to the Productsup Platform, which must be created by the Client, are not met, for example in case of disturbances of the Client's hardware.

1.3 "**System Availability SLA**" shall be defined as the minimum System Availability of the Productsup Platform during each calendar month for production versions and calculated in accordance to formula defined under System Availability.

1.4 "**System Availability**" shall be calculated by following formula:

$$System\ Availability\ as\ percentage =$$
$$\left[\left(\frac{total\ minutes\ in\ the\ calendar\ month - Downtime - Excluded\ Downtime}{total\ minutes\ in\ the\ calendar\ month - Excluded\ Downtime}\right) * 100\right]$$

Example:
An example month has 30 days (= 30*24*60 = 43.200 minutes)
Excluded downtime for this example month was 180 minutes
Downtime for the example month = 30 minutes

$$System\ Availability\ as\ percentage = \left[\left(\frac{43.200 - 30 - 180}{43.200 - 180}\right) * 100\right]$$

System Availability = 99,93%

2. Productsup Obligations

2.1 System Availability SLA

The System Availability SLA of the Productsup Platform shall be at least 99,5%.

2.2 Downtime

In case of Downtime of the Productsup Platform, Productsup will provide Client with regular updates on system status, mitigation efforts and expected timing for Productsup Platform to become available again.

2.3   Notices

All notices with regard to Downtime and System Availability are provided exclusively through Productsup's statuspage www.status.productsup.io.

Product and Account Support Service Level Agreement
Processing times for Client Incidents

This Support SLA governs the provision of Product and Account Support through Productsup in case of malfunctions of the Productsup Software or for Client's functionality requests.

1.   Definitions

1.1   "**Complete System Outage**" shall mean the absolute unavailability of all of the Productsup Platform's components.

1.2   "**Corrective Action**" means either a final solution to the error or a temporary workaround or an action plan stating the steps that will be taken in order to solve the error within an estimated timeframe.

1.3   "**Incident**" shall mean a support event starting with a failure, a defect or the functional impairment of the Productsup Software or the Productsup Platform as reported to Productsup by Client. As soon as Productsup's support team is informed about the support event by Client to Productsup's dedicated support email address, the support event becomes an Incident.

1.4   "**Initial Response Time**" means the time it takes Productsup to acknowledge the reporting of an Incident.

1.5   "**Local Office Hours**" on any Business Day shall mean times from between 9:00 am and 6:00 pm in the following time zone depending on the contracting Productsup Entity:

Contracting Productsup Entity	Products Up GmbH	Productsup Corp.	Productsup Pty. Ltd.
Applicable time zone	CEST	EST	AEST

1.6   "**Severity Level**" shall have the meaning set out in section 3 of this Annex.

1.7   "**Ongoing Response Time**" shall be the time interval in which updates on the recovery process are shared.

2.   Provision of Product and Account Support

2.1   Productsup support experts reactively answer Client submitted tickets about either a malfunction of the Productsup Software or questions on functionality, scope as well as configuration of the Productsup Software. In both cases, the Client is requested to give as many details as possible, such as links, concrete examples, or screenshots.

2.2   When communicating malfunctions of the Productsup Software to Productsup, the Client shall reasonably self-diagnose the impact and recommend, in good faith, to

Productsup an appropriate Severity Level designation. Productsup shall validate given Severity Level designation or notify Client of a change in the Severity Level designation to a higher or lower level, giving a reason for such change.

2.3   When communicating non-system issues (ascribed as Severity Level 4) to Productsup, these can be questions about platform functionality, scope or best practices in regard to specific setups. The Client will be provided with help articles, step by step explanations or roadmap outlooks in case functionalities are planned, but not available yet. If a desired functionality is not available or in the pipeline, the Client can issue a feature request.

2.4   Productsup responds to support issues based on Severity Levels (as defined below) during Local Office Hours.

3.   Processing times for Client Incidents

Severity Level of Client Incident	Description	SLA for Initial Response Time (IRT)	SLA for Corrective Action	SLA for Ongoing Response Time (ORT)
1	An Incident is properly ascribed "Severity Level 1" if the Incident has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. The Incident requires immediate processing because the malfunction can cause serious losses. This is generally caused by a Complete System Outage.	6 hours (Local Office Hours)	1 Business Day	Once every 3 hours (Local Office Hours)
2	An Incident is properly ascribed "Severity Level 2" if normal business transactions are seriously affected and essential tasks cannot be performed. This is caused by malfunctions of central functions of the Productsup Software or other incorrect or inoperable functions in the Productsup Software that are required to perform essential transactions and/or tasks. The Incident requires immediate processing because the malfunction can seriously disrupt the entire productive business flow.	8 hours (Local Office Hours)	2 Business Days	Once every 6 hours (Local Office Hours)
3	An Incident is properly ascribed "Severity Level 3" if the Incident has few or no effects on normal business transactions. The problem is caused by incorrect or inoperable functions in the Productsup Software that are not required daily or are rarely used.	One Business Day (Local Office Hours)	n/a	Once every 5 Business Days

4	An Issue is properly ascribed "Severity Level 4" if it is not affecting the functionality of the system. These can be product functionality questions, account configuration questions, or other account requests.	One Business Day (Local Office Hours)	n/a	n/a

Annex 6.3

Rate Card for Professional Services and Custom Development Services

Service	Hourly Rate		
	Productsup Corp. (USD)	Products Up GmbH (EUR)	Productsup Pty. Ltd. (AUD)
Professional Services	180	150	250
Custom Development Services	240	200	330

Annex 8.4

Productsup Data Backup Policy

Productsup performs the following backup actions for Client Data:

- Hourly incremental backups;

- Daily full backups;

- Backups are stored off-site (AWS S3);

- Daily automatic backup-restore tests to assess the reliability of the backup actions.