

STANDARD SUPPORT POLICY

Mesh shall provide Support Services in accordance with the terms of this policy, the terms of which may be amended by Mesh from time to time. All terms and conditions of this document shall apply to all levels of Support Services required.

1) DEFINITIONS

- a) “**Cloud Release**” means any progression or Update, of Mesh’s Platform as a Service (“Solution”), and does not include version release numbers.
- b) “**Documentation**” in this policy refers to any user guides, technical guides, release notes.
- c) “**Customisations**” means approved changes made to features of the Solution by Mesh on behalf of the customer.
- d) “**Normal Business Hours**”: 08:00 – 18:00 (Monday to Friday) excluding Public Holidays
- e) “**Public Holidays**”: The Netherlands public holidays.
- f) “**Update**” means a patch, bug fix or critical fix, issued by Mesh.
- g) “**PaaS**”: Platform as a Service.

2) SUPPORTED VERSIONS OF THE SOLUTION

- a) Releases are supported for the Services Subscription Term.
- b) Cloud Releases will take place without notice to the Customer. Where any cloud Release may affect the functionality of the Services, Mesh shall where reasonably possible notify the Customer promptly in writing of the issue of the Cloud Release, specifying in what way the New Version differs from the previous version in terms of functionality, performance and compatibility.

3) AVAILABILITY (PaaS only)

For Customers with a valid and paid-up subscription, Mesh shall use commercially reasonable efforts to ensure an uptime of 99% with regard to the Services during any given month of the Subscription Term, excluding the periods:

- i) in which any of the Parties are performing scheduled maintenance;
- ii) that result from a termination as described in the PaaS Agreement;
- iii) that result from suspension due to overdue payments;
- iv) caused by factors outside of Mesh’ reasonable control, including any *force majeure* event or Internet access or related problems;
- v) that result from any actions or inactions of customer or any third party on behalf of customer;
- vi) that result from customer’s equipment, software or other technology and/or third party equipment, software or other technology, contracted by customer;
- vii) caused by customer’s use of the Software in a manner inconsistent with the documentation or Mesh’ guidance;
- viii) caused by customer’s use of the Software after Mesh advised customer to modify its use of the Software;
- ix) attributable to acts by persons gaining unauthorised access to or use of the Software due to customer’s failure to maintain and control security and access to the Software;
- x) attributable to the acts or omissions of customer or its employees, agents, contractors, or vendors, or anyone gaining access to the Software services by means of customer’s credentials or equipment;

It is agreed that the service levels will not apply during the initial customisation and onboarding Phase.

4) ITEMS COVERED BY SUPPORT SERVICES

“**Standard Support Services**” shall be defined as:

- a) Support for all technical issues relating to the use of the Solution (including errors or problems with the Solution, issues during setup and assistance understanding specific features) via:
 - i) online form and knowledgebase
 - ii) email sent to help@mesh.trade
- b) availability of assistance / problem solving via above communication channels during Normal Business hours;
- c) Cloud Releases as they become available.

5) SCHEDULED MAINTENANCE

From time to time, Mesh or its nominees reserves the right to perform maintenance interventions. These interventions update the Software to ensure the Customer benefits from new capabilities and defect fixes.

In the event of Scheduled Maintenance:

- Mesh will use commercially reasonable efforts to notify Authorised Users with at least 2 business days in advance.
- Mesh will notify all technical contacts associated with the company via email.

6) SCOPE OF MESH SUPPORT

Our Support Service Levels cover only production issues of the Software, not development and testing environments, including:

- a. Troubleshooting unexpected behaviours by Mesh with the Software;
- b. Troubleshooting performance issues that can be linked directly to a specific misbehaviour of Mesh Platform;
- c. Best-effort support in several underlying technology stacks which are dependencies of the Software, including networking, storage, and hardware management;
- d. Performing system administration tasks.

7) ITEMS NOT COVERED BY SUPPORT SERVICES.

Mesh is not obligated to provide Support Services for errors or problems caused by the following:

- a) third-party components or scripts not provided by Mesh or contemplated within the Documentation;
- b) any modifications to the Solution not authorised by or carried out by Mesh;
- c) any custom code introduced by the Customer;
- d) Customisations undertaken by anyone other than Mesh on behalf of the Customer;
- e) use of the Solution other than as described in the documentation provided by Mesh;
- f) corrections to any Content made available by the Customer or any third party on behalf of the Customer.

Additionally, MESH SHALL HAVE NO OBLIGATION TO SUPPORT:

- a. Software installed on any hardware and/or interfaces that are not supported by Mesh;
- b. Problems caused by Authorised User's negligence, abuse or misapplication or use of the Services other than as specified in the Documentation or other causes beyond the control of Mesh.

8) CUSTOMER OBLIGATIONS

- a) Customer agrees to provide Mesh with all information and materials reasonably requested by Mesh for use in replicating, diagnosing and correcting an error or other support issue with the Solution reported by Customer.
- b) Customer acknowledges that Mesh's ability to provide satisfactory Support Services is dependent on Mesh having the information necessary to replicate the reported problem with the Service. In submitting a service ticket to Mesh, Customer will send a complete and accurate report that includes:-
 - i) Customer name and technical contact information;
 - ii) a reasonably detailed description of the request, together with any supporting information that Customer believes will assist Mesh in its diagnostic process;
 - iii) any error message(s) or other message(s) generated by the system in association with the request;
 - iv) any applicable trace files and/or logs;
 - v) a test case or instructions necessary to demonstrate the request;
 - vi) the date and time that the Service Ticket is submitted to Mesh.
- c) Mesh shall not have obligations under Support Services to remedy issues that will be fixed by implementation of a Cloud Release other than by implementation of said Cloud Release.

9) RESPONSE TIMES

Mesh shall use reasonable endeavours to correct Defects notified to it by the Customer in a timely manner appropriate to the seriousness of the circumstances in accordance with the following procedure:

- a) the Customer shall promptly notify Mesh of all defects. Where such notification is made orally, the Customer shall provide written confirmation (using communication methods stated above) of the notification within two working days;
- b) within 2 (two) hours of such notification, Mesh shall acknowledge receipt of the notification and shall determine, in consultation with the Customer, how seriously the defect affects the Customer's operations;
- c) if a notified defect halts or substantially impairs the Customer's operations which use the Services (Severity level "**Critical**"), Mesh shall immediately commence, during Normal Working Hours, with correcting the Defect within 4 (four) hours of receipt of such notification. Mesh shall keep the Customer informed of progress towards correction of the Defect;
- d) if a notified defect, while not halting or substantially impairing the Customer's operations, causes those operations to become significantly slowed or causes substantial inconvenience (Severity level "**High**"), Mesh shall, during Normal Working Hours, commence work on correcting the defect within 48 (forty eight) hours of receipt of such notification; and
- e) in the case of defects other than those specified in clause 1)c) and clause 1)d), Mesh shall start work on correcting the defect as soon as Mesh's workload allows and shall use commercially reasonable efforts to correct the Defect.

10) TERM AND TERMINATION

Support Services will be provided for the duration of the Contract between the Customer and Mesh. Any termination of the Contract will automatically terminate these Support Services.

11) CHANGES TO THE SUPPORT SERVICES POLICY

Mesh may revise this policy at any time by amending any part of it. The Customer is expected to check this policy from time to time to take notice of any changes Mesh may make, as they are legally binding on the Customer. Some of the provisions contained in this policy may also be superseded by provisions or notices published elsewhere on our Services.

END OF DOCUMENT