SUPPORT AND SLA ADDENDUM

This Support and SLA Addendum (this "**Support Addendum**") is subject to and made part of the subscription terms between Customer and Pricefx governing use of subscription services (the "**Subscription Services**") and referencing these Support Terms (the "**Subscription Terms**"). This Support Addendum describes Pricefx's support offering provided by Pricefx's technical support team ("**Pricefx Support**") in connection with support requests related to bugs, defects, or errors in the Subscription Services causing them to fail to perform in material conformance with the Documentation ("**Errors**").

Capitalized terms not defined in this Support Addendum shall have the meaning given to them in the Subscription Terms.

1. General Support / Ticketing.

1.1 General Support Offering. Customer shall designate **one (1) primary contact** who has Pricefx administrator privileges and up to **ten (10) additional user contacts** (collectively, the "**Customer Contacts**"). All Customer Contacts must be reasonably trained in the use and functionality of the Subscription Services and the Documentation and shall use reasonable diligence to ensure a perceived Error is not an issue with Customer Systems or internet connectivity. Pricefx shall provide English-speaking remote assistance to Customer Contacts for questions or issues arising from any Errors, as further described in this Support Addendum, including troubleshooting, diagnosis, and recommendations for potential workarounds for the duration of Customer's subscription to the applicable Service. **Additionally, if Customer desires technical or professional services from** Pricefx**, including but not limited to services related to data modeling, code development, migration, or product training, then Customer and** Pricefx **must enter into a duly executed fee-bearing Statement of Work for such services.**

1.2 Contacting Pricefx Support. Customer Contacts may contact Pricefx Support by:

a. Submitting a support request to the Pricefx Help Desk application (the "Pricefx **Hub**") and designating the appropriate severity level according to Table 1 below (the "**Severity Level(s)**"; or

b. If Customer Contacts cannot access the Pricefx Hub, by submitting the support request to Support@pricefx.com (each of 2.a. and/or 2.b being, a "**Support Case**"); or

c. Only in the case of a Severity Level 1 (defined below) issue, Customer Contacts may call the Help Desk at either +49-1805-7393696 (Germany based fixed line) or +1-855-739-3696 (USA).

1.3 Submission of Support Cases. Each Support Case shall:

a. Designate the Severity Level of the Error in accordance with the definitions in Table 1 (below);

b. Identify the Customer's user account that experienced the error;

c. Include information sufficiently detailed to allow Pricefx Support to attempt to duplicate the Error (including any relevant error messages); and

d. Provide contact information for the Customer Contact most familiar with the issue.

Unless Customer expressly designates the Severity Level, the Support Case will default to the lowest Severity Level. If Customer Contacts submit Support Cases related to enhancement or feature requests, Pricefx shall treat those tickets as closed once the request has been forwarded internally. Pricefx may also offer various support and training resources such as documentation, community forums, FAQs and user guides available from time-to-time. Additionally, Pricefx offers fee-bearing consultation and training services via Statements of Work.

1.4 Error Response. Upon receipt of a Support Case, Pricefx Support will attempt to determine the Error and assign the applicable Severity Level based on descriptions in Table 1 (below). Pricefx shall use commercially reasonable efforts to meet the Initial Response Time Target for the applicable Severity Level, as measured during in-region Pricefx Support hours set forth in Table 1 (such hour(s), "**Business Hour(s)**" with the total Business Hours in an in-region support day being "**Business Day(s)**"). If the Customer Contact that submitted the Support Case is unresponsive or unreachable, Pricefx may downgrade the Severity Level by one level. If Pricefx's Severity Level designation is different from that assigned by Customer, Pricefx will promptly notify Customer in advance of such designation. If Customer notifies Pricefx of a reasonable basis for disagreeing with Pricefx's designated Severity Level, the parties will discuss in an effort to come to mutual agreement. If disagreement remains after discussion, each party will escalate within its organization and use good faith efforts to mutually agree on the appropriate Severity Level.

Table 1: Error Severity Level Definitions / Response Times

Error Severity Level	**Description**	**Standard Support - Initial Response Time Target**
Severity Level 1 (Critical Severity)	An Error that (a) renders the Subscription Services completely inoperative or (b) makes Customer's use of material features of the Subscription Services impossible, with no alternative available.	Two (2) Hours
Severity Level 2 (High Severity)	An Error that (a) has a high impact to key portions of the Subscription Services or (b) seriously impairs Customer's use of material function(s) of the Subscription Services and Customer cannot reasonably circumvent or avoid the Error on a temporary basis without significant time or effort.	Four (4) Hours
Severity Level 3 (Normal Severity)	An Error that has a medium-to-low impact on the Subscription Services, but Customer can still access and use some functionality of the Subscription Services.	Twenty-four (24) Hours
Severity Level 4 (Low Severity)	An Error that has low-to-no impact on Customer's access to and use of the Subscription Services.	Seventy-two (72) Hours

Table 2: Global Pricefx Support Hours

Pricefx Service Region	**Standard Support Hours for Severity Level 1**	**Standard Support Hours for Severity Levels 2-4**
Americas	24 x 7 x 365	Monday – Friday, 8 am - 6 pm CST, excluding recognized US Federal holidays
EMEA	24 x 7 x 365	Monday – Friday, 8 am - 6 pm CEST, excluding recognized EU holidays
APAC	24 x 7 x 365	Monday – Friday, 8 am - 6 pm AEST, excluding recognized Australia holidays

2. Service Level Agreement.

2.1. Uptime Generally. "**Monthly Uptime**" is the percentage of time in a calendar month during which the Subscription Services were actually available as measured by Pricefx's monitoring system, calculated as follows:

Monthly Uptime % = [(Total Time – Unavailable Time) / Total Time] x 100

"**Total Time**" is the total number of minutes in an applicable calendar month.

"**Unavailable Time**" is the total number of minutes within a given calendar month during which the Subscription Services fail to respond to Pricefx's monitoring systems; provided, however minutes during which the Subscription Services fail to respond to Pricefx's monitoring systems will not count as Unavailable Time if arising or resulting from: (a) use of the Subscription Services by Customer other than as authorized under the Subscription Agreement or Documentation; (b) failure of or by Customer Systems; (c) Force Majeure Events; (d) Cloud Maintenance by Pricefx of up to twelve (12) hours per month; (e) general Internet problems or other factors outside of Pricefx's reasonable control; and/or (f) beta, pre-release version or functionality provided to Customer or which Customer is not paying any Fees. "**Cloud Maintenance**" means (i) routine cloud or software maintenance that is scheduled at least 72 hours in advance, or (ii) emergency maintenance that is necessary to address a critical issue or failure of an essential infrastructure by which Pricefx will provide notice to extent reasonably practical.

2.2. Uptime Target. Target availability for the Subscription Services is ninety-nine and nine tenths percent (99.9%) during supported hours per month (the "**Monthly Uptime Target**").

2.3. Service Credit Calculation. If in any calendar month during the Term of the applicable Subscription Services the actual Monthly Uptime is less than the Monthly Uptime Target, Pricefx will issue Customer a Service Credit against any subsequently accrued Fees for the Subscription Services at issue, calculated as follows (each, a "**Service Credit**"):

Service Credit = Monthly Subscription Services Fees x [1 – (Monthly Uptime / Monthly Uptime Target)]

For clarity, if any Fees are not calculated on a monthly basis (i.e. quarterly or annually), "**Monthly Subscription Services Fees**" will be calculated by dividing the total applicable annual or quarterly Fees by the number of months within such billing period.

2.4. Service Credit Requirements. The aggregate monthly Service Credits in a given month during the Term of the applicable Subscription Services will not exceed **5.0%** of the monthly Fees payable by Customer for the Subscription Services at issue. Service Credit claims must be made within the calendar month immediately following that in which the Monthly Uptime Target is not met. Service Credits are Customer's sole and exclusive remedy for any failure by Pricefx to meet its obligations under this Support Addendum. Service Credits will not accrue during any period in which Customer is in undisputed breach of its payment obligations under the Subscription Agreement.