

Uppiddee Limited ('Uppiddee') shall provide Support and Maintenance Services in accordance with the terms of this Exhibit for each Licensee ('Customer'), which such terms may be amended from time to time by Uppiddee.

1. Definitions

'Patch Release' means a progressing of the 3rd digit of the version release number in a three point version control system (e.g. v2.1.1 to v2.1.2).

'Point Release' means a progressing of the 1st or 2nd digit of the version release number in a three point version control system, as applicable (e.g. v1.5 to v2.0 or v2.1 to v2.2), not including any Patch Releases.

'Update' means a software patch issued by Uppiddee to correct defects or deficiencies in software or to provide minor modifications that do not substantially change the basic character or structure of software.

'Upgrade' means an incremental release of software that provides significant improvements (not merely corrections for software defects and deficiencies) and changes the basic character or structure of software, including, by way of example only, the inclusion of additional features and/or functionality.

2. Supported Versions of the software

Subject to Section 8, Uppiddee shall provide Support and Maintenance Services for the two most recent, subsequent Point Releases and Patch Releases of the software or for a period of 12 months, whichever is longer. Support and Maintenance Services commence on the date of Uppiddee's general release of such Point Release or Patch Release and ends on the date that is twelve (12) months after the date that Uppiddee releases the next chronological Point Release. For example, if version 6.1 of the software is released on January 1, 2015 and version 6.2 of the software is released on July 1, 2015, then Uppiddee will provide Support and Maintenance Services for the Point Release version 6.1, and all 6.1.x Patch Releases for the period that commences on January 1, 2015 and ends June 30, 2015.

3a. Items Covered by Support and Maintenance Services

Support and Maintenance shall include:

1. Online and phone support for all technical issues relating to the use of the software (including errors or problems with the software, issues during setup and assistance with understanding specific features); and
2. All available Updates and Upgrades as they become available for general release (e.g. electronically via Uppiddee's website).

3b. Items Not Covered by Support and Maintenance Services

Uppiddee is not obligated to provide Support and Maintenance for errors or problems caused by the following (each, an 'Excluded Cause'):

1. Third-party components not provided by Uppiddee;
2. Any modifications to the software;
3. Use of the software other than in a recommended environment; or
4. Continued use of a Point Release or Patch Release version of the software for which Support and Maintenance Services are no longer provided in accordance with Section 2 above.

4. Customer Obligations

The Customer agrees to provide Uppiddee with all information and materials requested by Uppiddee for use in replicating, diagnosing and correcting an error or other problem with the software reported by the Customer. The Customer acknowledges that Uppiddee's ability to provide satisfactory Support and Maintenance Services is dependent on Uppiddee having the information necessary to replicate the reported problem with the software. In reporting an error to Uppiddee, the Customer will send a complete and accurate error report (an 'Error Report') that includes:

1. Customer name and on-site technical contact information;
2. Version and maintenance release level of the software;
3. Platform and version on which the software is running;
4. A reasonably detailed description of the error, together with any supporting information that the Customer's engineers believe will assist Uppiddee in its diagnostic process;
5. Any error message(s) or other message(s) generated by the system in association with the error;
6. Any applicable trace files and/or error logs;
7. A test case or instructions necessary to demonstrate the error;
8. Identification of any additional information (such as dumps, logs, etc.) that are, or can be made, available; and
9. The date and time that the error report is submitted to Uppiddee.

The Customer acknowledges that any Update or Upgrade provided by Uppiddee may be necessary to the proper operation of the software and therefore the Customer agrees to promptly install all Updates or Upgrades made available by Uppiddee to ensure that the Customer's version of the software remains supported.

5. Contact Methods

As stated in Section 3 above and subject to Section 7, the Customer may contact Uppiddee to provide an Error Report and request Support and Maintenance Services by phoning +353 (0) 74 9154397 and /or emailing team@uppiddee.com.

While Uppiddee will use commercially reasonable efforts to respond to the Customer's request using all of the above methods, Uppiddee only guarantees its initial response and

6. Business Hours

Uppiddee's Irish business hours are defined as 8:30 AM to 5:30 PM Greenwich Mean Time, Monday through Friday, exclusive of Irish bank holidays.

7. Response Times

If an Error Report is submitted to Uppiddee via telephone, Uppiddee shall comply with the response times set forth below based on the severity level of the particular error. For Error Reports submitted via any other method, Uppiddee will use commercially reasonable efforts to comply with the following response times but does not guarantee such compliance.

Severity Level Definition Response

Critical

A Critical Severity issue has a significant business impact on a production system, resulting in the Customer's production system being either down, or functioning at a significantly reduced capacity.

Uppiddee agrees that it will provide a response by a qualified member of its staff to begin to diagnose and to correct a Critical Severity fault within one (1) business day after notification by the Customer via telephone. Uppiddee will use commercially reasonable efforts to resolve Critical Severity faults as soon as possible. The resolution will be delivered to the Customer as a work-around or as an emergency software fix. If Uppiddee delivers an acceptable work-around instead of a solution, the severity classification will drop to a Medium Severity or lower.

Medium

A Medium Severity issue has some business impact on a production system, resulting in some functionality loss on the Customer's production system. The software is usable, but does not provide a function in the most convenient or expeditious manner.

Uppiddee agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose a Medium Severity fault within one (1) business day of notification by the Customer via telephone. Uppiddee will use commercially reasonable efforts to resolve Medium Severity faults within ten (10) days or in the next Update of the software.

Low

A Low Severity issue is for non-production questions including general usage questions, issues related to a non-production environment, or feature requests. There is no impact on the quality, performance or functionality on the Customer's production system.

Uppiddee agrees that it will provide an initial response by a qualified member of its staff to begin to diagnose a Low Severity fault within one (1) business day of notification by the Customer. Uppiddee does not guarantee a resolution time for Low Severity incidents.

8. Data Loss

There is a small chance that user data may be lost in the event of a software malfunction, where the software has to be reinstalled or backed up. Uppiddee endeavours to retain all user data and if user data shall be lost, Uppiddee will endeavour to minimise the scale and scope of the user data lost.

9. Term and Termination

Support and Maintenance Services will be provided for the term set forth on the relevant Pricing Schedule; provided that Uppiddee may cease Support and Maintenance Services generally with respect to the software by delivering no less than eighteen (18) months' notice to the Customer. Any termination of the Master Software Licence Agreement between Uppiddee and the Customer will automatically terminate Support and Maintenance Services.