

## Mimomax Support Agreement

- 1.1 Mimomax will provide a Service Desk solution to the Client that includes:
- a. Single point of contact for all support related matters for Products covered by this Agreement including Partner Products.
  - b. Response aligned with the support level, being either:
    - i. 24 x 7 Response in accordance with the times set out in Table 1.
    - ii. Office hours response only in accordance with the times set out in Table 1.
  - c. Telephone/email/portal access to Mimomax Engineering personnel to log / identify / troubleshoot faults and issues with the Solution and Products covered under this Agreement.
  - d. Remote diagnostics and restoration where possible.
  - e. Access to repair and warranty information.
  - f. Access to Technical, Product and Solution information.
  - g. General support queries, configuration queries, requests for quotations for enhancements.
- 1.2 The Service Desk serves as the single point of contact regarding Client support and the reporting of Incidents.
- 1.3 The Service Desk will provide email, online and telephone support.
- 1.4 In case of repair, client must ship or return the Product to the service depot located in Phoenix, Arizona.
- 1.5 Mimomax shall repair or replace returned Products (or arrange for the repair / replacement of Partner Products) and dispatch to the Client, subject to the applicable warranty terms of this Agreement and the Mimomax Terms of Supply.

### 1.6 Target Response and Target Restoration Times

Response Time is defined as the time from when Client reports an Incident to the Service Desk and ends when a suitably qualified Mimomax Support Engineer contacts Client.

Restoration Time is defined as the time from when Client reports an Incident to the Service Desk and ends when the Product or Solution is re-stabilized and carrying normal traffic levels which may be via a workaround or replacement Product(s) as applicable. Where replacement Products are required it is assumed that the Client will carry spare equipment and have staff to deploy these in a suitable timeframe, to cater for Solution outages. Below mentioned restoration timeframes do not apply to RMA requests and are set on a case by case basis

Table 1

| Incident (type) | Response (Hours) | Restoration (Target*** - Hours) |
|-----------------|------------------|---------------------------------|
| Priority 1*     | 0.5              | 4                               |
| Priority 2*     | 1                | 8                               |
| Priority 3**    | 8                | 48                              |
| Priority 4**    | 8                | 168                             |

\*Priority 1 and 2 incidents will be responded to and managed continuously 24 hours a day, 365 days a year.

\*\*Priority 3 and 4 incidents will be responded to and managed during Mimomax Service Desk's local Business Hours. Software and firmware changes for these levels of Incidents are excluded from the restoration target and delivery expectations specified above. Appropriate targets and expectations will be set on a case by case basis.

\*\*\*Stated Restoration Times are targets only. Mimomax shall use reasonable commercial efforts to restore or resolve Incidents within the stated Restorations Times, but Mimomax does not warrant, guarantee or undertake that it will be able to do so.

## Glossary of Terms

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Additional Charges  | Mimomax's charges for the provision of any services or products outside the scope of this Agreement, calculated at the rate specified in Section D (as that rate may be adjusted from time to time in accordance with this Agreement).                                                                                                                                                                                 |
| Business Days       | Monday to Friday, excluding Public Holidays where the local Service Desk is located which is servicing the Client (in this case, Phoenix, Arizona).                                                                                                                                                                                                                                                                    |
| Business Hours      | 8.00am – 4.30pm on Business Days                                                                                                                                                                                                                                                                                                                                                                                       |
| Enhancement         | Any product change or upgrade that increases software or hardware capabilities beyond original specifications.                                                                                                                                                                                                                                                                                                         |
| Enhancement Request | Request by the customer for an enhancement of the Mimomax solution. An enhancement request is, case depending, either delivered free of charge or as a chargeable feature.                                                                                                                                                                                                                                             |
| First Line Support  | The first level of support group involved in the resolution of Incidents. Client First Line Support obligations are described in 4.1 of Section E of this Agreement.                                                                                                                                                                                                                                                   |
| Incident            | An incident is any event which is not part of the standard operation of the Solution and which causes, or may cause, an interruption or a reduction of the quality of the service provided by the Solution.                                                                                                                                                                                                            |
| Partner Product     | Product sourced by Mimomax from a third party and sold by Mimomax as part of the Solution                                                                                                                                                                                                                                                                                                                              |
| Priority            | Category used to identify the relative importance of an Incident, Problem or change requested by the Client pursuant to this Agreement. Priority is based on impact and urgency, and is used to identify required times for actions to be taken.                                                                                                                                                                       |
| Priority 1          | Priority 1 – Critical: In relation to the network provided by the Solution, conditions exist that <u>severely</u> affect service, capacity/traffic capability and require immediate corrective action regardless of time of day or day of week as viewed by the Client.                                                                                                                                                |
| Priority 2          | Priority 2 - Major: In relation to the network provided by the Solution, conditions exist that <u>seriously</u> affect Solution operation maintenance and administration of the System and require immediate attention as viewed by the Client. The urgency is less than in critical situations because of a lower immediate or impending effect on System performance, Clients and the Client operations and revenue. |

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Priority 3                | <p>Priority 3 - Minor: In relation to the network provided by the Solution conditions exist that do not significantly impair the functions of the Solution and do not significantly affect service to Clients. These Problems or Incidents are not traffic impairing.</p> <p>A Priority 1 or Priority 2 issue may be reclassified as Priority 3 if there is a Workaround in place resulting in a Priority 3 classification.</p>                                             |
| Priority 4                | <p>Priority 4 – Advisory: There is a minor issue or an opportunity for product improvement, a general query, request for repair or request to enable software features. If related to an issue, it does not affect the data capability on the network provided by the Solution.</p> <p>There is a minor inconvenience to the user, but the Product and feature / functionality still operates within specification. Client requests more information or an explanation.</p> |
| Problem                   | A condition often identified as a result of multiple Incidents that exhibit common symptoms. Problems can also be identified from a single significant Incident, for which the cause is unknown, but which significantly impacts service or Product availability.                                                                                                                                                                                                           |
| Response or Respond       | Means a suitably qualified Mimomax Client Support Engineer contacting Client in relation to a reported Incident.                                                                                                                                                                                                                                                                                                                                                            |
| Response Time             | Commences when Client reports an Incident to the Service Desk and ends when Mimomax Responds.                                                                                                                                                                                                                                                                                                                                                                               |
| Restoration or Resolution | Means providing a fix, Workaround or replacement Product which re-stabilizes the System or Product (as applicable) and allows normal traffic levels or functionality to resume.                                                                                                                                                                                                                                                                                             |
| Restoration Time          | Commences when Client reports an Incident to the Service Desk and ends when the Product or Solution is re-stabilized and carrying normal traffic levels which may be via a workaround or replacement Product(s) as applicable.                                                                                                                                                                                                                                              |
| Service Desk              | The single point of contact service desk between the Mimomax and the Client.                                                                                                                                                                                                                                                                                                                                                                                                |
| Service Request           | A request from a Client for information or advice, or for a Standard change to the scope of the Support Services.                                                                                                                                                                                                                                                                                                                                                           |
| Software                  | Means any computer program, firmware or other software included in a Product                                                                                                                                                                                                                                                                                                                                                                                                |
| Supply Agreement          | The agreement defined as such in the Background section of this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                  |

|            |                                                                                                                                                                       |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Services   | The services selected by Client and which are described in Section C of this Agreement.                                                                               |
| Workaround | Reducing or eliminating the impact of an Incident or Problem for which a full Resolution is not yet available. For example by restarting a failed configuration item. |