

Technical Support Agreement

(1) Overview. Technical Support Agreement (“Support Policy”) describes the policies and procedures under which goUrban e-Mobility GmbH, or its applicable affiliate (“goUrban”), provides Technical Support services (“Technical Support”) for its software products (“Software”) to its customers (each, a “Customer”).

Technical Support is provided for the Software pursuant to the separate license agreement under which Customer has purchased Software and Support Services (“License Agreement”) and is subject to the terms and conditions of that License Agreement and the terms of this Support Policy. Technical Support is provided for the term specified in the Ordering Document. All undefined capitalized terms used herein shall have the same meaning as set forth in the License Agreement.

Technical Support is provided through goUrban’s online web-based supported channels (“Supported Channels”) as indicated in Annex A to this Support Policy.

This Support Policy sets forth expectations for Technical Support between the Customer and goUrban’s Technical Support organization, including:

- a. who is authorized to submit issues
- b. how to submit issues
- c. what types of issues are supported
- d. how and when goUrban responds to and closes reported issues

(2) Definitions

- a. **Deployment:** The collection of all Software or Software packages enabled by goUrban, is referred to as a “Deployment”.
- b. **Incident:** Each individual issue with the Software reported to goUrban by a Supported Contact through a Supported Channel.
- c. **Maintenance Release:** Generally commercially released code corrections, patches, and updates of the Software.
- d. **Named Customer Contacts:** Qualified individuals knowledgeable in the internal build systems, tools, policies, and practices in use by the Customer. Customers are expected to make every effort to ensure that the individuals designated as Named Customer Contacts are qualified to support the Customer teams internally. Named Customer Contacts may submit Incidents related to Software. Named Customer Contacts are limited to the number specified in Annex A of this Support Policy.
- e. **New Versions:** Generally commercially released new releases, modifications, or enhancements to the Software. New Versions do not include separate or different products marketed by goUrban under a different name even if such products are compatible with the Software.
- f. **Previous Versions:** Upon a commercially available release of a New Version of the Software, any previously released version(s) of the Software shall be deemed a Previous Version.

- g. Supported Contact: Includes Named Customer Contacts
- h. End Users: means natural persons being users of Customer's services based on and/or incorporating the Service (or its part).
- i. Documentation: Reference to the knowledge base available under <https://support.gourban.co/knowledge>.

(3) Scope of Technical Support

- a. What Technical Support Includes: Technical Support is intended to provide assistance to Supported Contacts for issues and questions beyond what is covered in the Documentation. If Customer is currently on payment for Customer's Software license subscription for term-based licenses, goUrban shall use commercially reasonable efforts to provide Customer with Technical Support services consisting of the following: (a) web-based submissions of Incidents submitted by Supported Contacts; (b) New Versions and Maintenance Releases of the Software; (c) integrated tools into Software where Customer, partners, and other users of goUrban's software products can share information and ideas about using the Software; (d) access to Supported Channels; and (e) troubleshooting related to the following Customer activities with respect to the Software:
 - i. Basic Configuration Issues: Support for answering questions around configuration includes troubleshooting the Customer's configuration settings to ensure proper operation; however, this does not include any configuration by goUrban.
 - ii. Usage Issues: goUrban qualified personnel will answer Customer's "how to" questions related to standard and intended Software usage.
 - iii. New Version Issue: Support for issues regarding replacing a Previous Version with a New Version of the mobile Software in the App Stores and Playstores.
 - iv. Efforts to Correct the Software: goUrban shall make commercially reasonable efforts to correct defects or other errors in the Software.
- b. What Technical Support Excludes: goUrban has no Technical Support obligations with respect to the issues relating from: (a) use of the Software by Customer in violation of the License Agreement; (b) alterations, add-ons, customizations, or modifications to the Software by any party other than goUrban; (c) defects or failures in the Software due to any factors beyond goUrban's reasonable control (e.g. third-party hardware or software); (d) any version of the Software for which Technical Support has been discontinued by goUrban; (e) Evaluation Versions of the Software or other software provided at no charge; (f) training, customization, integration, and any issues arising from unlicensed use of the Software; and (g) any on-site services or remote access services leveraging goUrban's APIs.
- c. goUrban's Efforts. While goUrban will make commercially reasonable efforts to correct defects or other errors in the Software and respond to Incidents as described in this Support Policy, Customer acknowledges that it may not be possible for goUrban to correct every or any defect, error, or problem reported by Customer or of which goUrban is otherwise made aware.

(4) Policy Details. Important details of this Support Policy are set forth in Annex A including the business hours during which goUrban provides Technical Support (“Business Hours”), limits on the number of Supported Contacts, target response times for Incidents, and other details.

(5) Named Customer Contacts.

- a. Customer may designate up to the number of Named Customer Contacts specified in Annex A of this Support Policy and may make changes to its Named Customer Contacts. Named Customer Contacts may be reassigned periodically over time, but may not be reassigned so frequently as to enable the sharing of access to more than the number of Named Customer Contacts allowed in Annex A or as otherwise agreed between the parties.
- b. Named Customer Contacts may report Incidents on behalf of other Authorized Users of the Software within Customer’s organization, provided that the Named Customer Contact continuously acts as the intermediary between goUrban and such Authorized Users, collaborating with goUrban to resolve the reported Incident and maintaining communication with all involved parties.

(6) Incident Submission

- a. How to Submit Incidents. Unless otherwise specified in a supplemental support plan purchased by Customer, Incidents are to be submitted to goUrban by a Supported Contact through the Supported Channels as indicated on Annex A to this Support Policy.
- b. How to Report an Incident. In order to expedite the resolution of Incidents, goUrban expects that Customer will make every attempt possible to:
 - i. Verify that the Incident is reproducible on the Supported Platforms for the Software (as applicable).
 - ii. Provide information necessary to help goUrban track, prioritize, reproduce, or investigate the Incident, such as: Customer name and organization.
 - iii. Provide a full description of the issue and expected results.
 - iv. Categorize issues (general question, defect, feature request, etc.).
 - v. List steps to reproduce the issue and relevant data.
 - vi. Provide any applicable log files or console output (de-identified of sensitive data if appropriate).
 - vii. Provide exact wording of all issue-related error messages.
 - viii. Describe any special circumstances surrounding the discovery of the issue, e.g., first occurrence or occurrence after a specific event, Customer’s business impact of problem, and suggested priority for resolution.
- c. Customer Cooperation. Customer will provide information and access to Customer resources as reasonably required for goUrban to provide Technical Support. goUrban will be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Customer’s failure to cooperate as set forth herein.

(7) Incident Response & Closure

- a. goUrban Incident Response. For each Incident reported by Customer in accordance with these procedures, goUrban shall:
 - i. Confirm receipt of the reported Incident with an automated electronic acknowledgement.
 - ii. Set a Priority Level for the Incident in accordance with the terms below.
 - iii. Upon request of Customer, discuss Priority Level and ongoing communication time frame. goUrban may modify the Incident settings.
 - iv. Use commercially reasonable efforts to respond to the Incident within the time specified in Annex A to this Support Policy.
 - v. Analyze the Incident and, as applicable, verify the existence of the problem(s) resulting in the Incident, which may include requesting that Customer provide additional information, logs, and re-execution of commands to help identify the root cause and dependencies of the reported issue.
 - vi. Give Customer direction and assistance in resolving the Incident.
 - vii. Keep a record of ongoing communications with Customer.
- b. Priority Levels. goUrban Technical Support personnel will assign a priority level ("Priority Level") to each Incident based on the criteria below:

Priority #	Priority Level	Description
Priority 1 (P1)	Critical	The highest priority. Indicates a reported Incident where goUrban Software products, as applicable, is either completely inoperable or inaccessible to all of Customer's End Users.
Priority 2 (P2)	High	Indicates a reported Incident where the issue has severely impacted the performance of the Software's intended use as described in the Documentation and is causing a material and adverse impact to the majority of Customer's End Users; or, the Software is materially not operating within the functionality described in the Table of Service and it is impacting the majority of the Customer's End Users.
Priority 3 (P3)	Medium	Indicates a reported Incident where the issue has an impact on the performance and/or functionality of the Software as described in the Table of Service that is impacting the minority of the Customer's End Users.
Priority 4 (P4)	Low	Indicates all questions on how to use the Software.

- c. Closure of Incidents. After assigning a Priority Level, goUrban will use commercially reasonable efforts to provide initial responses and updates based on the targets in Annex A. Incidents shall be closed in the following manner:
- i. For solvable issues: Depending on the nature of the issue, the resolution may take the form of an explanation, recommendation, usage instructions, workaround instructions.
 - ii. For issues outside of scope of Technical Support services: goUrban may also close issues by identifying the Incident as outside the scope of Technical Support (pursuant to Section 3 above).
 - iii. Dormant Cases: goUrban will consider an open case dormant (and may close the case) if the Supported Contact has not responded to 2 (two) attempts or more made by goUrban to collect additional information required to solve the case. Customer may request Incidents be re-opened for up to 30 (thirty) days after case closure. At goUrban's sole discretion, Incidents will be re-opened for further investigation if the Incident is deemed to be solvable.

Annex A to Service Level Agreement

SUPPORTED SOFTWARE	
Supported Software	All supported software is listed in our Table of Services as specified under the link https://goto.gourban.co/table-of-services .
POLICY TERMS	
Technical Support Effective Coverage Hours	Available during local business hours. Limited support during goUrban events and holidays.
Business Hours	9AM to 5PM, Central European Time, Monday through Friday
Supported Channels	Email to support@gourban.co
Supported Contacts	Up to 3 (three) Named Customer Contacts
Escalations	Escalation possible through Sales contact or by adding "Escalation" in the subject line of the email.
TARGET RESPONSE TIMES DURING BUSINESS HOURS*	
Target Response Time	P1 – 8 hours P2 – 24 hours P3 – 72 hours P4 – Weekly
Target Update Frequency	P1 – 24 hours P2 – 72 hours P3 – Bi-Weekly P4 – Bi-Weekly

*goUrban provides responses and updates during Business Hours only. Target response times will correspondingly carry into subsequent business days.