Beezy Maintenance & Support Services Addendum

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This Beezy Maintenance & Support Services Addendum (this **"Addendum"**) is made part of the Product Terms under the Agreement between Beezy Inc., a Delaware corporation located at 548 Market St #76279, San Francisco, CA 94104-5401, United States (**"Beezy"**) and Customer. Provided, however, that Appspace, Inc., Appspace (Malaysia) Sdn Bhd, Appspace Australia Pty Ltd, Appspace Solutions Limited, and Appspace Technologies FZ-LLC may also provide products or services under these Terms (**"Appspace"**). Each of these entities, along with Beezy, is a wholly-owned subsidiary, or affiliate, of Appspace Holdings, Inc., a Delaware corporation. Capitalized terms used but not defined in this Addendum have the meaning set forth in the Product Terms (the **"Product Terms"**).

1.   Definitions.

        (a)   "**Designated Customer Personnel**" means those employees of Customer that are designated to serve as contact persons with the Beezy personnel for performance under this Addendum.

        (b)   "**Error**" means a reproducible failure of the Beezy Technology to perform in substantial conformity with the specifications set forth in the Documentation.

        (c)   "**Incident**" means a support request that begins when Customer contacts Beezy to report one specific Error and ends when Beezy either: (i) Resolves the Error; or (ii) determines in its reasonable discretion that the Error cannot be Resolved.

        (d)   "**Maintenance Release**" means any update, upgrade, release, or other adaptation or modification of the Beezy Technology, including any updated Documentation, that Beezy may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Beezy Technology.

        (e)   "**Resolve**" means the provision of: (i) Support Services that, in Beezy's reasonable discretion, correct the Error; (ii) information to Customer that corrects the Error; (iii) information to Customer on how to obtain a software solution that corrects the Error; (iv) notice to Customer that the Error is caused by a known, unresolved issue or an incompatibility issue with the Beezy Technology; (v) information to Customer that identifies the Error as being corrected by upgrading to a newer release of the Beezy Technology; or (vi) notice to Customer that the Error has been identified as arising out of or resulting from a Service Exception. "**Resolution**" has a correlative meaning.

        (f)   "**Respond**" means Beezy's initial communication with Customer, whether by telephone, email, or otherwise, acknowledging Customer's request for Support Services in connection with a specific Error. "**Response**" has a correlative meaning.

        (g)   "**Severity Level One Incident**" means an Error that causes the Beezy Technology not to operate and has a critical impact on Customer's ability to use the Beezy Technology.

        (h)   "**Severity Level Two Incident**" means an Error that results in a lack of Beezy Technology functionality and materially degrades significant aspects of Customer's ability to use the Beezy Technology.

        (i)   "**Severity Level Three Incident**" means an Error that impairs the performance of the Beezy Technology but does not substantially affect Customer's ability to use the Beezy Technology.

(j)   "**Version**" means a version of the Beezy Technology that Beezy has previously introduced or may, from time to time, introduce and market generally as a distinct licensed product (as may be indicated by Beezy's designation of a new version number).

2.   Support Services. Subject to the terms and conditions of this Addendum and the Product Terms, and conditioned on Customer's and its representatives' compliance therewith, Beezy will provide services as set forth in this Section 2 (the "**Support Services**") to the Designated Customer Personnel during the Term, solely with respect to the two (2) most recent Versions of the Beezy Technology that Beezy has made available to the Customer during the Term.

(a)   Scope of Support Services. During the Term Beezy will use commercially reasonable efforts to Respond to Incidents reported by Designated Customer Personnel within the timeframes set forth below:

(i)   for a Severity Level One Incident, Beezy will respond within 24 hours of Beezy's receipt of Customer's notification, and will provide status updates with respect to the Incident at least daily thereafter until Resolved;

(ii)   for a Severity Level Two Incident, within 48 hours of Beezy's receipt of Customer's notification, and will provide status updates with respect to the Incident at least every 48 hours thereafter until Resolved; and

(iii)   for a Severity Level Three Incident, within 72 hours of Beezy's receipt of Customer's notification, and will provide Status updates with respect to the Incident at least every seven days thereafter until Resolved.

Beezy does not guarantee that it will be able to Respond within the specified time periods or that any Incident will be Resolved. Beezy, in its reasonable discretion, will determine the amount of time it will need to spend to attempt to Resolve any specific Incident. Beezy will use commercially reasonable efforts to assist Customer in finding a mutually agreeable work-around, where possible, which can be used while the Incident is being Resolved.

(b)   Remote Services. Customer acknowledges and agrees that Beezy may provide the Support Services remotely to assist in analyzing and Resolving any Incident. Customer agrees to provide Beezy with access to Customer's systems as necessary for Beezy to provide such remote Support Services to Customer.

(c)   Maintenance Releases. During the Term, Beezy will provide Customer with all Maintenance Releases it generally makes available to its customers, if any, under the terms and conditions set forth in the Product Terms.

(d)   Subcontractors. Beezy may perform any of the Support Services by or through third parties (each, a "**Subcontractor**") or any other Beezy personnel.

(e)   Sole Remedy. The performance of Beezy's obligations set forth in this Section 2 are Customer's sole remedies and Beezy's sole liability under the limited warranty set forth in the Product Terms.

3.   <u>Limitations</u>.

(a)   <u>Incidents</u>. Beezy will determine in its reasonable discretion: (a) what constitutes an Incident; (b) the severity level to which the Incident corresponds; and (c) when an Incident is deemed to be Resolved.

(b)   <u>Effect of Customer Failure or Delay</u>. Beezy is not responsible or liable for any delay or failure of performance caused in whole or in part by any delay or failure to perform any of Customer's obligations under the Product Terms or this Addendum (each, a "**Customer Failure**").

4.   <u>Exceptions</u>. Beezy has no obligation to provide Support Services relating to Errors that, in whole or in part, arise out of or result from any of the following (each a "**Service Exception**"):

(a)   Beezy Technology, or the media on which it is provided, that is modified or damaged by Customer or any third party;

(b)   any operation or use of, or other activity relating to, the Beezy Technology other than as specified in the Product Terms and Documentation, including any incorporation in the Beezy Technology of, or combination, operation or use of the Beezy Technology in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted in writing by Beezy;

(c)   any Third-Party Products;

(d)   any negligence, abuse, misapplication, or misuse of the Beezy Technology other than by Beezy personnel, including any Customer use of the Beezy Technology other than as specified in the Documentation or expressly authorized in writing by Beezy;

(e)   any Customer Failure, including Customer's failure to promptly install any Maintenance Release that Beezy has previously made available to Customer;

(f)   the operation of, or access to, Customer's or a third party's system or network;

(g)   any relocation, installation or integration of the Beezy Technology other than by Beezy personnel;

(h)   any beta software, software that Beezy makes available for testing or demonstration purposes, temporary software modules, or software for which Beezy does not receive a license fee;

(i)   any breach of or noncompliance with any provision of this Addendum or the Product Terms by Customer or any of its representatives; or

(j)   any force majeure event (including abnormal physical or electrical stress).

5.   <u>Customer Obligations</u>.

(a)   <u>Notification</u>. Customer will promptly notify Beezy of any Error and provide Beezy with reasonable detail of the nature and circumstances of the Error.

(b)   Compliance. Customer will comply with all terms and conditions of this Addendum and the Product Terms.

(c)   Use. Customer will use the Beezy Technology solely in accordance with the terms and conditions set forth in the Product Terms and the Documentation.

(d)   Environment. Customer will set up, maintain, and operate in good repair and in accordance with the Documentation all environmental conditions and components, including all networks, systems, Third-Party Products, and hardware, in or through which: (a) the Beezy Technology operates; and/or (b) the Customer accesses or uses any of the Beezy Technology.

(e)   Access. In connection with the performance of the Support Services, Designated Customer Personnel will provide Beezy with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Beezy to perform its obligations (including the provision of the Support Services), and exercise its rights, under and in accordance with the terms and conditions of this Addendum, including:

> (i)   reasonable, uninterrupted access, both physical and virtual, to the Beezy Technology as hosted and/or installed on Customer's premises, systems, networks, and facilities;

> (ii)   a safe working environment;

> (iii)   reasonable access to the Designated Customer Personnel, including network, systems, operations, and applications personnel; and

> (iv)   all necessary authorizations and consents, whether from third parties or otherwise, in connection with any of the foregoing.

(f)   Data Back-up. Customer agrees to back up all data, files, and information prior to the performance of any Support Services and hereby assumes sole responsibility for any lost or altered data, files, or information.

(g)   Designated Customer Personnel. Customer will designate in writing to Beezy and maintain throughout the Term one or more individuals to serve as Designated Customer Personnel, who will be (a) the sole contact(s) between Customer and Beezy in connection with day-to-day matters relating to the provision of Support Services, (b) responsible for reporting Incidents, providing day-to-day consents and approvals on behalf of Customer, and (c) responsible for communicating with and providing timely and accurate information and feedback to Beezy in connection with the Support Services. Customer will ensure its Designated Customer Personnel have the requisite organizational authority, skill, experience, and other qualifications to perform these duties. Customer will use commercially reasonable efforts to maintain the same Designated Customer Personnel in place throughout the Term and provide prompt written notice to Beezy of any replacement or change in the name or contact information of any Designated Customer Personnel.

(h)   Information. Customer will provide Beezy with all information reasonably requested by Beezy from time to time relating to Customer's use of the Beezy Technology, including information on

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Customer's hardware, network, systems, and any related Third-Party Products, in order for Beezy to perform the Support Services hereunder.

(i)   Current Release. Except as otherwise specified in this Addendum, Customer must run only the current release level of the Beezy Technology that Beezy has made available to Customer. Customer will install all Maintenance Releases as soon as reasonably possible from the date they are made available by Beezy.