

MAINTENANCE AND SUPPORT AGREEMENT – DEPENDENCY MAP

1. DEFINITIONS

Unless otherwise defined in this Maintenance and Support Agreement (“MSA”), capitalized terms herein shall have the meanings set out in the Agreement. In addition, and for the purpose of this MSA, the following terms shall have the meaning hereby assigned to them unless the context would obviously require otherwise.

“**Product**” means the Dependency Map app/add-on for Jira Server and Jira Data Center, accessible via Atlassian Marketplace.

“**Licensor**” means the Developer of the Product: FindOut Technologies AB, org.nr 556653-5273 (hereinafter referred to as FindOut) Järnvägsgatan 10, 172 35 Sundbyberg, Sweden.

“**Licensee**” means the legal entity or person that has purchased the Product, either via the Product’s home page at Atlassian Marketplace, or via some other mechanism.

“**Error**” means any defects in material, workmanship, performance or design of the Product, or any non-conformities, malfunctions or other problems in or with the Product which cause the Product not to perform, function or operate in accordance with the Documentation.

“**Final Remedy**” means Licensor’s correction of an Error which will ensure that an identified Error does not reoccur and will restore the total functionality of the Product. The Final Remedy shall be introduced by Licensor in a Product Update.

“**Services**” means all services stipulated in this MSA.

“**SR**” or “**Service Request**” means a request for Services issued to Licensor.

“**Temporary Remedy**” means any remedy by Licensor which will ensure that an identified Error does not reoccur and will restore the reasonable functionality of the Product, until a Final Remedy is implemented.

2. SCOPE OF AGREEMENT

This MSA comprises the terms and conditions under which the Licensee may expect maintenance and support Services from the Licensor. This MSA is an integrated part of the Product’s End User License Agreement (available via the Products home page at Atlassian Marketplace) and, consequently, the applicable provisions of the End User License Agreement shall apply to this MSA.

3. LICENSOR’S OBLIGATIONS

- 3.1 During the validity of this MSA, Licensor undertakes to provide the Services with respect to the Product, no later than within the time limits set out in 8.4 of this MSA. Documentation for corrected, replaced or updated Licensed Programs shall be furnished to Licensee free of charge.
- 3.2 Licensor shall inform Licensee of Licensor’s maintenance and support processes as well as provide Licensee with e-mail address to the Helpdesk Services plus any other contact details and information that Licensee would need for efficient use of the Services.

- 3.3 Licensor shall maintain an organization with suitably qualified and competent personnel and be prepared to continuously and in a professional way carry out the Services as set out in this MSA. Licensor shall provide the Services with greatest professionalism, due care and within the time periods agreed upon.

4. HELP DESK

Licensor shall during Business Days from 8 a.m. to 5 p.m. CET provide consultation and advice to the Licensee regarding installation, operation and maintenance of the Product. Further, general advice regarding submitted SRs shall be given. The Helpdesk Services shall primarily be provided via electronic mail support, but may be escalated to telephone and/or videoconferencing where applicable.

5. SR HANDLING

- 5.1 Licensee may issue SRs via electronic mail to the Helpdesk.
- 5.2 Licensor shall have a single point of contact person for each SR. Licensor shall promptly inform Licensee when a transfer of contact person to an SR takes place.
- 5.3 Licensee shall provide Licensor with the reasonably necessary information, as requested by Licensor such as logs and traces, describing the Error for each SR.
- 5.4 Licensor shall process all SRs until each individual SR has been declared finalized. Licensor will notify Licensee immediately if there is an action required of Licensee in order to process an SR.
- 5.5 Licensor shall provide the SR Answer within the time specified in 8.4 of this MSA. The SR Answer shall contain Licensor's proposed course of action to proceed towards a solution of the fault or Error.

6. REPORTING OF SR

- 6.1 Each SR shall contain the following information:
- a) Licensee company name;
 - b) The Product version that exhibits the Error;
 - c) The Jira version on which the Product is running;
 - d) Licensee SR identification number, where applicable;
 - e) A description of the commands and procedures that reveal the Error; and
 - f) A short description of the Error and its impact on the Product's performance.

The following additional information may be included if deemed necessary:

- g) Licensee's Product License number;
- h) The Severity Level: High, Medium, or Low Severity;
- i) A description of the hardware environment;
- j) Examples of input, the resulting output and the expected output; and
- k) Any special information to fulfill the SR or circumstances surrounding the discovery of the Error.

6.2 For each SR, Licensor undertakes to:

- a) Confirm its receipt of the SR by the Help Desk tool or electronic mail within the time periods set out in 8.4. The confirmation shall contain SR identification number, to be used in the subsequent communication between the parties.
- b) Analyze the SR, verify the existence of the Errors and note the Severity Level.
- c) Advise Licensee of any perceivable impact which a correction may have on Product.

7. CLASSIFICATION OF SR

7.1 Licensee shall classify SR Answer priority with Severity Levels High, Medium or Low Severity dependent on the severity of the Error, according to the definitions below. Re-classification of a Severity Level may be done by mutual agreement by the parties.

7.2 The following four Severity Levels shall be used in order to classify the SR Answer priority. The issuer of the SR shall set the priority.

High Severity Error

The presence of a High Severity Error implies that the Product cannot be substantially used, or have a major negative impact on the Licensee's Jira system operation, system functionality, or system reliability.

Medium Severity Error

The presence of a Medium Severity Error seriously affects the functionality of the Product, but can be circumvented so that the Product can be used, or implies that the Product as a whole is functional but a certain capability is somewhat disabled, gives incorrect results, or do not conform to the Documentation or any other agreed standards.

Low Severity Error

A Low Severity Error has no significant effect on the functionality of the Product or the usability of its Documentation.

8. **CORRECTIONS OF ERRORS**

8.1 For Errors classified as High Severity, Licensor shall first create a Temporary Remedy in order to solve the critical situation, and thereafter a Final Remedy. Licensor shall use its constant and best efforts to complete the Temporary Remedy and the Final Remedy as soon as possible but never later than within the time period set out in 8.4. Licensor shall keep Licensee informed of the progress of the correction work.

8.2 For Errors classified as Medium Severity, Licensor shall first create a Temporary Remedy and thereafter a Final Remedy. The Temporary Remedy and the Final Remedy shall both be completed no later than within the time periods set out in 8.4. Licensor shall report progress as reasonably requested by Licensee.

8.3 For Errors classified as Low Severity, Licensor shall examine and create a Remedy as soon as reasonably possible with regard to Licensor's current workload and planning.

8.4 Response Times and Remedy Times measured from the time of submitting an SR.

SR Type/ Activity	Confirm receipt of SR	Temporary Remedy	Final Remedy
Correction of High Severity Errors	24 hours	2 Business Days	20 Business Days
Correction of Medium Severity Errors	2 Business Days	10 Business Days	30 Business Days
Correction of Low Severity Errors	10 Business Days	NA	NA

9. **PROVISION OF UPDATES**

9.1 Any Update shall be provided under the terms and conditions stated in the End User License Agreement. Licensor shall without delay provide copies of all Updates to Licensee, via Atlassian Marketplace or another agreed-upon mechanism, irrespective if the Update should contain new functions and features.

9.2 Licensor warrants that Updates provided by Licensor will not have an adverse effect on the overall performance and functioning of the Product and are fully backwards compatible with previously delivered Updates.

- 9.3 Licensor shall provide support Services for the most recent Upgrade of the Product and preceding Upgrades.
- 9.4 Licensee must agree to the possible solution of upgrading to the most recent version of the Product.

10. ADDITIONAL SERVICES

Licensor undertakes to provide separate prices for the following Services on the terms set forth below. Licensee shall have the option to purchase such Services at any time.

10.1 On-site support Services

If an Error covered by High Severity Error is of such a nature that it cannot be satisfactorily solved through the default handling, Licensee may require Licensor to provide on-site support by an expert engineer. Such engineer shall be prepared to depart as soon as possible but never later than within 2 Business Days from his or her regular place of work. Upon arrival to the site, the expert engineer shall analyze the situation, provide recommendation(s) for Remedy, and assist in carrying out such recommendation(s).

On-site support shall be deemed completed when an acceptable Temporary Remedy has been established, or when the High Severity Error has been re-classified by Licensee.

Licensee shall reimburse Licensor for on-site support and travel expenses and (i) at then current consulting rate valid for purchases by Licensee or, if such rate has not been agreed, (ii) at a competitive consulting rate for such services provided.

10.2 Helpdesk, training and on-site Consulting Services

Licensee shall have the option to ask for a quotation of Helpdesk Services 24x7x365.

Licensee shall have the option to ask for a quotation of Licensee training for handling and maintaining the Product.

11. ESCALATION PROCEDURES

Upon request, the parties shall establish a management escalation procedure between Licensee and Licensor for the case where the normal interfaces do not work in a reasonably satisfactory manner. Licensor will use diligent efforts to make a Licensor representative on a managerial level available for Licensee when Response Times and Remedy Times in this MSA have been exceeded.

12. NON-CONFORMANCE

- 12.1 For Licensor's non-conformance with Services described in this MSA, unless to the extent Licensor can show that the non-conformance is beyond Licensor's control, the following shall apply:
- a) in case of a High Severity Error, Licensor shall pay ten per cent (10%) of the total yearly Product license fee, per initiated day of non-conformance of the time limits specified in 8.4, up to the total sum of one yearly Product license fee;
 - b) in case of i) a Medium Severity Error or ii) failure to comply with Help-desk obligation, Licensor shall pay five per cent (5%) of the total yearly Product

license fee, per initiated day of non-conformance: (i) of the time limits specified in 8.4, up to the total sum of one yearly Product license fee; and

- c) in case of failure to comply with the obligations stated in Article 9 (Provisions of Updates) Licensor shall per event of default pay ten percent (10%) of the total yearly Product license fee, up to the total sum of one yearly Product license fee.