



Dynamicweb North America, Inc.
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SUPPORT SERVICES ADDENDUM

This support services addendum (this “**Support Services Addendum**”) under the Master Services Agreement between DYNAMICWEB NORTH AMERICA, INC. (“**Dynamicweb**”) and [●] (“**Client**”), dated _____, 20__ (the “**Agreement**”) is entered into as of the Support Services Effective Date set forth below. The terms and conditions of the Agreement are hereby incorporated herein by reference. In the event of a conflict between the Agreement and this Support Services Addendum, the terms of the Agreement shall prevail. All capitalized terms that are used but not defined in this Support Services Addendum shall have the respective meanings given to them in the Agreement.

Support Services Effective Date: [●]

- 1. Selected Support Plan:** The following support plans are available at this time. Terms of all plans may change from time to time, with 30-day prior notice (see Section 9 below).

Support Plan	Bronze	Silver	Gold
Support Desk Hours (Section 7 below)	8am ET 8pm ET Weekdays	8am ET 8pm ET Weekdays	8am ET 8pm ET Weekdays
Priority Response			Yes
Response time	<3 hours	<2 hours	<1 hours
Access to Support via email (Section 4)	Yes	Yes	Yes
Access to Support via phone			Yes
Dynamicweb Software Updates (Section 6)	Yes	Yes	Yes
Access to Knowledge Base	Yes	Yes	Yes
Included Support Hours (Section 5)	0 hours	1 hours	3 hours
Hourly rate for Extra Support	\$250	\$225	\$200
Marketing Tools Training (Section 8)			Yes
Price per month	\$100	\$250	\$500

Selected Support Plan (Please check appropriate box)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Client may change the support plan level at the beginning of each month.

- 2. Types of Support Service:** Support Services come in two types that differ in invoicing mechanics.
 - Support Plan Services (“**Support Plan Services**”) are delivered each month, within the parameters defined in the support plan level Client has selected in Section 1 above. Client may change the support plan level as described at the end of Section 1 above.

- (b) Extra Support Hours (“**Extra Support Hours**”) will be charged to Client if the support time spent on resolving Client’s tickets exceeds the included support hours specified in Client’s chosen support plan, in any given month.

In cases where Client’s support request entails development work, training or advisory services, Dynamicweb will make efforts to estimate how many extra support hours will be required to address these needs, beyond the included support hours specified in Client’s chosen support plan.

- 3. Invoicing and Payment:** Invoices are sent out one month ahead of when the Support service is delivered and are due and payable within thirty (30) days as from issuance of the invoice by Dynamicweb. Client has selected the following invoicing:

- (a) **Support Plan Services are invoiced monthly in advance.** Credit card payment for these monthly recurring transactions is requested but not mandatory. Dynamicweb’s accounting department will reach out to Client to coordinate the setup of credit card or other payment details.

Payment of Plan Services (Please check appropriate box)	<input type="checkbox"/> Credit Card <input type="checkbox"/> Other
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- (b) **Extra Support Hours** will be charged to Client if the support time spent on resolving Client’s tickets exceeds the Included support hours specified in Client’s chosen support plan, in any given month. Extra Support Hours that Client may have incurred in any given month will be billed to Client separately per the end of the respective month. Invoices will include itemized time logs that document tickets and corresponding duration of work. Client may choose to have invoices for Extra Support Hours charged to the credit card on file or to have them sent to Client’s billing department to be processed in accordance with Client’s standard bill-payment process.

Payment of Extra Support Hours (Please check appropriate box)	<input type="checkbox"/> Credit Card <input type="checkbox"/> Standard Bill Processing
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- 4. Support via e-mail:** This is the preferred and highly recommended method for submitting and responding to ticket requests, because it establishes a traceable and efficient support process. Client should keep in mind that the odds of quickly diagnosing and fixing a problem increase dramatically if the support team can replicate the problem. Client’s well-conceived, written description of the problem and of the preceding actions that led to its discovery will speed resolution times. Client should be prepared to respond to written questions from Dynamicweb’s support team, as it works on replicating and diagnosing the problem and finding the appropriate solution.

- 5. Included Support Hours.** The included support hours listed in association with Client’s plan define how long support personnel will spend to close Client’s ticket requests at no additional charge. Minimum ticket time per call, e-mail, or incident is 5 minutes (= 12 tickets per hour).

If Client uses more support hours in a month than the included hours in Client’s plan, any additional support Client requires will be billed at the hourly rate associated with the support plan selected by Client.

- 6. Software Updates.** Dynamicweb provide continuous updates to the Software, in intervals described and documented at <https://doc.dynamicweb.com>.

- (a) **Releases.** Since digital business technologies change rapidly over time, Dynamicweb provides major releases every two to three years. These are substantial new versions of Dynamicweb that include significant new functionality. Major releases are denominated by an increase in the first version number such as version 9 succeeding version 8. Minor releases and hotfixes are provided

multiple times per year. While upgrading to a new version is not mandatory, Dynamicweb highly recommends it since new versions ensure that Client's digital business solution remains at the cutting edge and can support Client's evolving business needs for many more years.

Updating the Solution is a fee-based service. It may be done either via a Statement of Work (Professional Services) or via Extra Support Hours (see (b)).

- (b) **Customized Updates.** In case the Solution is customized to work with Client's particular business processes, system integrations, data structures, etc., there is a possibility that some upgrades may not run "out of the box" without extra time spent on configuring, tweaking and retesting those customizations. These Extra Support Hours will be itemized and invoiced as described above in Section 1.
- 7. Support Desk Hours.** While the table in Section 1 defines "Support Desk Hours" for each support plan, Client can open support tickets at any time, 24x7. Dynamicweb will respond to every ticket during the "Support Desk Hours", within the "Response Time" of Client's selected Support Plan.
- Client shall send its support requests to support@dynamicwebusa.com.
- 8. Marketing Tools Training.** As part of Dynamicweb's Gold Support plan, Dynamicweb provides up to 8 hours, per 12-month period, to train Client's team in the use of our marketing tools so that Client can get the most out of its new digital marketing platform. Client can book those sessions in one or more blocks of time with a minimum of 2 hours per block.
- 9. Amendment.** Dynamicweb may amend this Support Services Addendum from time to time in its sole discretion by giving Client thirty (30) days' prior written notice.
- 10. Service Levels.** The specific service levels are set forth in Annex 1.

IN WITNESS WHEREOF, the Parties have caused this Support Services Addendum to be executed and delivered by their duly authorized Representatives as set forth below.

DYNAMICWEB NORTH AMERICA, INC.

[●]

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Annex 1: Service Levels

ANNEX 1 TO SUPPORT SERVICES ADDENDUM

SERVICE LEVELS

1. Contact Addresses

1.1. Support Desk

For general problems with its website and to follow up on Client's support tickets, Client shall contact support@dynamicwebusa.com.

1.2. Site Down

If Client's website is hosted by Dynamicweb and fails to function or slows severely outside of the Support Desk Hours stipulated in the Support Services Addendum, Client shall contact support@dynamicwebusa.com.

1.3. Billing

For billing inquiries regarding Client's account, Client shall contact accounting@dynamicwebusa.com.

1.4. Sales

For Inquiries regarding the purchase of additional solutions or services, Client shall contact sales@dynamicwebusa.com.

2. Support Services

Support plan services and extra support hours are delivered, priced and invoiced as described in the Support Services Addendum.

The support services are delivered to representatives of Client's company named in the Support Services Addendum, as may be updated by you from time to time. No support to Client's end-users shall be provided by Dynamicweb unless specifically agreed to in writing by Dynamicweb.

3. Incident Reports

If an incident causes Client's Dynamicweb site or any of its functionality to be unavailable temporarily or to not function as expected, Client shall send an incident report to support@dynamicwebusa.com describing the problem. Dynamicweb will open a support ticket within the response time stipulated in the Support Services Addendum.

Correspondence via e-mail is the preferred and highly recommended method for submitting incident reports and responding to ticket requests, because it establishes a traceable and efficient support process.

4. Required Support Services Level Response and Resolution Time Table

Dynamicweb will respond to and Resolve all reported Errors within the following times based on the severity level of the associated Error. "Respond" means, for a Critical Error, a Dynamicweb Support Personnel contact a Client via Support Desk Ticket response to acknowledge receipt of a reported Error, and for all other Errors, a Dynamicweb Support Personnel contacts Client via Support Desk Ticket response to acknowledge receipt of a reported Error. "Resolve" or "Resolution", with respect to any particular Error, that Dynamicweb has implemented a change to the Dynamicweb Product or website that corrects the Error. A "workaround" is a temporary measure that avoids or reduces the impact of the Error.

Severity Level of Error	Definition	Required Support Services Level Response Time	Required Support Services Level Resolution Time
1	<p>CRITICAL (HIGH) ERROR: An Error that meets one or more of the following requirements:</p> <ul style="list-style-type: none"> (a) Affects entire website or Client's use of any major function of the Dynamicweb Products; (b) Website is down or operating in materially degraded state; (c) Client Data integrity is at risk; (d) Users unable to purchase Client products, including timeouts and freezes; or (e) Widespread access interruptions. 	<p><i>Initial Response:</i> Dynamicweb will acknowledge receipt of a reported Error within 1 hour.</p> <p><i>Work on Resolution:</i> Dynamicweb will work on the problem continuously to:</p> <ul style="list-style-type: none"> (a) restore the Dynamicweb Products and associated website to a state that allows Users to continue to order, purchase and use all functions of Dynamicweb Products and associated website in all material respects within 1 days of when the Level 1 Response time has elapsed; and (b) exercise best efforts to Resolve the Error until full restoration of function is provided. 	<p>Dynamicweb will Resolve the reported Error as soon as practicable and no later than 1 day after Dynamicweb's receipt of the reported Error. If Dynamicweb Resolves the reported Error by way of a work-around, the severity level assessment will be reduced to a Severity Level 2 Error.</p>
2	<p>MEDIUM ERROR: An Error that meets one of the following requirements:</p> <ul style="list-style-type: none"> (a) Severity Level 1 Error for which Client has received, within the Resolution time for Severity Level 1 Errors, a work-around that Client has accepted in writing; or (b) An Error, other than a Severity Level 1 Error, that impairs or disables ordering and sales on a website for Dynamicweb Products or the operations of Client's business 	<p><i>Initial Response:</i> Dynamicweb will acknowledge receipt of the reported Error according to the "Response Time" detailed in the Client's selected Support Plan.</p> <p><i>Work on Resolution:</i> Dynamicweb will, within 3 days after the Response time has elapsed, provide:</p> <ul style="list-style-type: none"> (a) an emergency fix or work-around for the affected Dynamicweb Products and associated website(s) or (b) a temporary release or update release for the Dynamicweb Products and associated website(s), which allows Client to continue to use all functions of the Dynamicweb Products and associated websites in all material respects. 	<p>Dynamicweb will Resolve the reported Error as soon as practicable and no later than 14 days after Dynamicweb's receipt of the reported Error or, where applicable, Client's written acceptance of a Severity Level 1 Error work-around.</p>
3	<p>MINOR (LOW) ERROR: An isolated or minor Error that meets each of the following requirements:</p> <ul style="list-style-type: none"> (a) Does not significantly affect Dynamicweb Products or any website functionality; (b) Can or does impair or disable only certain non-essential website or Dynamicweb Product functions; (c) Does not significantly affect Users ability to order and sell or purchase products via the website; and (d) Has no or no more than a minuscule effect on the Dynamicweb Products or the operations of Client's business. 	<p><i>Initial Response:</i> Dynamicweb will acknowledge receipt of the reported Error according to the "Response Time" detailed in the Client's selected Support Plan.</p> <p><i>Work on Resolution:</i> Thereafter the Dynamicweb will use commercially reasonable efforts to resolve the Error.</p>	<p>Dynamicweb will Resolve the reported Error as soon as practicable and no later than 30 days after Dynamicweb's receipt of the reported Error.</p>

5. Support Services Escalation.

- a. **Escalation.** With respect to any Critical reported Error, until such reported Error is Resolved, Dynamicweb will escalate that reported Error within sixty (60) minutes of the acknowledgement of receipt of such reported Error by the appropriate Dynamicweb Support Services Personnel identified to Client in writing.
- b. **Corrective Action Plan.** If two or more Critical Errors occur in any thirty (30) day period during (a) the term of this Agreement or (b) any additional periods during which Dynamicweb does or is required to perform any Support Services, Dynamicweb will promptly investigate the root causes of these Critical Errors and provide to Client within five business days of its receipt of notice of the second such reported Error an analysis of such root causes and a proposed written corrective action plan for Client's review, comment and approval, which, subject to and upon Client's written approval, will be a part of, and by this reference is incorporated in, this Agreement as the Parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan will include, at a minimum: (i) Dynamicweb's commitment to Client to devote the appropriate time, skilled Personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Errors giving rise to such reported Errors; (ii) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Errors and (iii) time frames for implementing the Corrective Action Plan.
- c. **Ticket Status and Reporting.** Dynamicweb will provide Client with access to the support desk software which Dynamicweb uses for reviewing ticket responses and status.

6. Miscellaneous.

- a. Issues related to individual user's local device customizations, add-ins/plugins, or other local customizations impacting site behavior are not included in this Support Services Addendum.
- b. The Support Services described in this Annex 1 (Service Levels) are based on the assumption that any issue can be consistently reproduced by Dynamicweb, if needed with directions from Client.
- c. THE SUPPORT SERVICES DESCRIBED IN THIS ANNEX 1 (SERVICE LEVELS) REFLECT DYNAMICWEB'S EFFORTS ONLY AND ARE NOT GUARANTEED IN CASES WHERE CLIENT DATA OR CLIENT EFFORTS ARE REQUIRED TO RESOLVE THE ISSUE.