

MODULAR VENDOR AGREEMENT
SUPPORT & MAINTAINANCE MODULE: PSSM
Module PSSM terms apply only to Support & Maintenance Services

1. Supplementary Definitions

"**CWT Site**" means any of CWT's facilities, and the facilities of its Affiliates, clients and nominated-third parties.

"**Error**" means any failure of Supported Products and Services to operate in accordance with applicable Specifications and Documentation.

"**New Version**" means any new version of the Software, which from time to time is marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

"**Onsite Support**" means the identification, diagnosis, and Resolution of Errors by the provision of onsite support at affected CWT Sites by Vendor Personnel sufficiently qualified and experienced to identify and Resolve such Errors.

"**Remote Provisioning**" means delivery without physical presence at a CWT Site, including by means of telephone or internet

"**Remote Support**" means the identification, diagnosis, and Resolution of Errors by Remote Provisioning by Vendor Personnel sufficiently qualified and experienced to identify and Resolve such Errors.

"**Resolution Time**" means the time it takes to Resolve an Error, measured from the time CWT provides an initial Support Request for the Error until the time that Vendor has Resolved the Error (either completely or sufficiently to downgrade the severity level of such Error) and CWT has accepted such Resolution.

"**Resolve**", "**Resolved**" and "**Resolution**" means to correct an Error and to notify CWT of such correction.

"**Response Time**" means the time it takes to respond to an Error, measured from the time CWT provides an initial Support Request until the time that Vendor begins to Resolve the Error and advises CWT of the same.

"**Severity Level 1 Error**" means any Error described as a Severity Level 1 Error in an applicable SOW or any Error that materially affects the operations of CWT's business or CWT's use (as contemplated by this Agreement), or the functionality, of any Supported Products and Services.

"**Severity Level 2 Error**" means any Error described as a Severity Level 2 Error in an applicable SOW or any Error (including an Error that was a Severity Level 1 Error but is no longer due to a work-around accepted by CWT) that affects (but not materially) the operations of CWT's business or CWT's use (as contemplated by this Agreement), or the functionality, of any Supported Products and Services.

"**Severity Level 3 Error**" means any Error described as a Severity Level 3 Error in an applicable SOW or any Error that does not affect the operations of CWT's business or CWT's use (as contemplated by this Agreement), or the functionality, of any Supported Products and Services.

*This module is designed to form part of an agreement between Vendor and CWT based on the applicable and signed master module and SOW. For further details please refer to the applicable and signed master module MM, SOW and CWT Modular Vendor Contracting Portal
<https://www.carlsonwagonlit.com/global/en/legal/mvcp/>

"**Substitute Personnel**" means suitably qualified individuals of Vendor's choosing designated to replace any Vendor Personnel.

"**Support Request**" means a request from CWT, including a relevant description, for Vendor to Resolve an Error.

"**Supported Products and Services**" means those products and services which are in scope for support and maintenance as part of the Support & Maintenance Services.

"**Vendor Support Manager**" means a Vendor employee appointed to serve as a primary contact with respect to the Support & Maintenance Services.

2. **Support & Maintenance Services**

2.1 **Scope.** Support & Maintenance Services may be provided, as specified in the relevant SOW, in relation to any or all categories of products and services to be provisioned under the Agreement.

2.2 **Maintenance.** Without limiting any other obligations under this Agreement, Vendor shall continuously maintain all Supported Products & Services to avoid any Errors, including providing CWT all updates, bug fixes, enhancements, new releases, New Versions, and other improvements to the Supported Products and Services that Vendor makes available to other customers so long as such improvements cause no Errors or diminution in performance, features, or quality.

2.3 **Support Requests.** CWT may notify Vendor of a Support Request.

2.4 **Support Response Times.** Except as otherwise provided by an applicable SOW, Vendor shall respond to all Support Requests and Resolve all Errors as soon as practicable but within the following timelines: .

Error Severity Level	Max. Response Time	Max. Resolution Time	Onsite Support Provided if Vendor Resolution Time Exceeds:
1	60 minutes	12 hours	18 Hours
2	3 hours	2 days	3 Days
3	12 hours	10 days	12 Days

2.5 **Offsite Support.** To the extent suitable for Resolving an Error and permitted by CWT Vendor may provide Support & Maintenance to CWT using Remote Provisioning.

2.6 **Onsite Support.** Vendor shall provide Onsite Support for any Support Request in respect of which Vendor Resolution Time exceeds those detailed in the table above. :

Vendor shall provide Onsite Support to CWT within 12 hours of any CWT request for such Onsite Support.

2.7 **Vendor Updates.** Upon request, Vendor shall give CWT electronic or other written reports and updates of the nature and status of its efforts to Resolve any Error, including

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a description of the Error and the estimated time of Vendor's Response Time and Resolution Time for the Error.

2.8 Corrective Action. After Vendor has Resolved an Error, Vendor shall promptly investigate the cause of such Error and provide to CWT a written report detailing such cause and Vendor's proposed plan for avoiding such Errors in the future. Upon CWT's written approval, such plan will become part of, and incorporated by this reference into, this Agreement.

2.9 Provision of Physical Hardware. Any physical hardware provided as part of Support & Maintenance Services shall be provisioned in accordance and full compliance with module PSHW.

2.10 Any breach of this Section is a material breach of the Agreement.

3. Personnel

3.1 Subject to the request and prior written approval of CWT, Vendor shall appoint: a Vendor Support Manager; and other personnel, who will be suitably skilled, experienced, and qualified, to perform Support & Maintenance Services.

3.2 Vendor shall comply with CWT's requests regarding the selection, engagement, and discharge of Vendor Personnel delivering Support & Maintenance Services and shall maintain the same Vendor Support Manager and other key personnel (as designated by CWT), except for changes in such personnel due to: (i) CWT's request or (ii) the death, disability, resignation, or termination of such personnel.