

## Exhibit A

### Support and Maintenance Services

MRB Direct, Inc. ("MRBD") will provide Service maintenance and support services (collectively, "Support Services") in accordance with the provisions of this Exhibit. The Support Services are included in the Services, and MRBD will not assess any additional fees, costs or charges for such Support Services.

#### SUPPORT SERVICE RESPONSIBILITIES

MRBD will:

1. correct all failures of any Service to be Available (defined below) or otherwise perform by providing defect repair, programming corrections, and remedial programming;
2. provide support in accordance to service level metrics defined in Table 1;
3. provide online access to technical support bulletins and other user support information and forums, to the full extent MRBD makes such resources available to its other customers.

#### SERVICE MONITORING AND MANAGEMENT

**Service Availability:** During the Term of Purchased Services, MRBD makes the subscription Service available to Customer at least ninety-nine percent (99%) of the time, excluding only the time the Service is not available solely as a result of one or more Exceptions (the "Availability Requirement"). "Available" means the Service is available and operable for access and use by Customer and its Users over the Internet in full conformity with its functional specifications.

**Required Availability Service Level Calculation Formula:**

$$\frac{(\text{Actual Uptime} - \text{Total Minutes in Service Period Service is not Available Due to an Exception})}{(\text{Scheduled Uptime} - \text{Total Minutes in Service Period Services is not Available Due to an Exception})} \times 100 = \text{Percentage Uptime.}$$

**Exceptions:** No period of Service degradation or inoperability will be included in calculating Service Availability to the extent that such downtime or degradation is due to any of the following ("Exceptions"): (a) Customer's misuse of the Service; (b) failures of Customer's or its Users' internet connectivity; (c) internet or other network traffic problems other than problems arising in or from networks actually (or required to be) provided or controlled by MRBD; (d) errors, changes in third-party services, Customer's environment, network, applications, other applications, networks beyond MRBD's control including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving MRBD employees), Internet service provider failure or delay, Non-MRBD Application(s), or denial of service attack; or (e) Scheduled Downtime.

**Scheduled Downtime:** Regular releases and hotfixes are taking place at the beginning/end of the month. Quarterly releases will take place four times in the year, quarterly and monthly hotfix releases may occur on monthly basis. Downtime depends on the amount of maintenance required for a given release/hotfix. MRBD shall notify Customer before the deployment of quarterly release and before the deployment of monthly release. All scheduled maintenance (release, hotfix) are to be deployed during non-business hours of the Customer's location (6pm - 6am CST on weekdays and any time during the weekends).

If uptime for the Services is less than 99% for a given month of the Term, then MRBD will issue Customer a service credit ("Service Credit") in accordance with the schedule below, with the credit being calculated based on the fees for month of the affected Services. For the avoidance of doubt MRBD will not be held liable if the Service unavailability is caused by the unavailability, errors, changes in third-party services, Customer's misuse of the Service; failures of Customer's or its Users' internet connectivity; internet or other network traffic problems other than problems arising in or from networks actually (or required to be) provided or controlled by MRBD; errors, changes in third-party services, unavailability, changes, errors, in Customer's network, environment, applications, other applications, networks beyond MRBD's control, Scheduled Downtime.

| Uptime Commitment Failure | Service Credit   |
|---------------------------|--|
| 85.0% - 99.0%             | 2% of the fees for the month during which the failure occurred |
| 84.9% and below           | 5% of the fees for the month during which the failure occurred |

#### Service Credit Procedure:

To receive a Service Credit, Customer shall submit a request to MRBD. Each request must include the following information: (a) the applicable Order Forms or SOW; (b) Customer's contact name, email and telephone information; (c) date and beginning and end time(s) of outage(s); and (d) a brief description of the characteristics of the failed uptime goal.

Upon approval by MRBD each Service Credit will be applied in the next billing cycle after MRBD's receipt and approval of Customer's credit request in the form of discount applied to the next invoice in the sum of the respective Service Credit.

Individual postponing of release is not possible with multitenant cloud environment hosted by the MRBD.

MRBD will continuously monitor and manage the Service to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management shall include:

1. proactively monitoring on a 24 hour by 7-day basis all Service functions, servers, firewall and other components of Service security;
2. if such monitoring identifies, or MRBD otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability;
3. if MRBD receives knowledge that the Service or any Service function or component is not Available (including by written notice from Customer pursuant to the procedures set forth herein or in the applicable Order Form);
4. confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
5. if MRBD's facility check in accordance with clause above confirms a Service outage in whole or in part:
  - notifying Customer in writing pursuant to the procedures set forth herein or in the applicable Order Form that an outage has occurred, providing such details as may be available, including a MRBD trouble ticket number, if appropriate, and time of outage;
  - working all problems causing and caused by the outage until they are Resolved (defined herein) as Critical Service Errors in accordance with the Support Request Classification set forth in tables 1 and 2, or, if determined to be an internet MRBD problem, open a trouble ticket with the internet vendor; and notifying Customer that MRBD has fully corrected the outage and any related problems, along with any pertinent findings or action is taken to close the trouble ticket.

#### SERVICE MAINTENANCE

MRBD shall continuously maintain the Service to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services shall include providing to Customer and its Users:

1. all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Service, including the Software, that MRBD provides at no additional charge to its other similarly situated customers;
2. all such services and repairs as are required to maintain the Service or are ancillary, necessary, or otherwise related to Customer's or its Users' access to or use of the Service, so that the Service operate properly.

#### SUPPORT REQUESTS

Customer's requests for Service Error correction shall be classified in accordance with the descriptions set forth in the chart below ("Support Request"). Customer shall notify MRBD of Support Requests by e-mail, telephone or such other means as the parties may agree to in writing.

Table 1:

| Support Request Classification | Service Level Metric<br>(Required Response Time) | Ongoing communication   | Service Level Metric<br>(Required Resolution Time)*                   |
|--------------------------------|--|---|---|
| Critical Service Error         | 4 hours (24*7h)                                  | Once every 2 hours  | 8 hours (Response to include Resolution or Workaround or Action Plan) |
| High Service Error             | 8 hours<br>(9*5h: 8 am - 5 pm CST)               | Once every 3 hours  | n/a   |
| Medium Service Error           | 2 business day<br>(9*5h: 8 am - 5 pm CST)        | Once every 3 days for non-defect and 2 weeks for product defect | n/a   |

|                   |  |   |     |
|-------------------|--|---|-----|
| Low Service Error | 3 business days<br>(9*5h: 8 am – 5 pm CST) | Once every 3 days for non-defect and 3 weeks for product defect | n/a |
|-------------------|--|---|-----|

\* Resolution Time commitments are subject to such error being caused by MRBD's websites or applications (as opposed to errors or changes in third-party websites and applications, unavailability, changes, errors in Customer's network, services, environment, other applications, networks beyond MRBD's control).

Table 2:

| Support Request Classification | Description: Any Service Error comprising or causing any of the following events or effects   |
|--------------------------------|---|
| Critical Service Error         | an issue affecting entire system or single critical production function;  |
|                                | <ul style="list-style-type: none"> <li>• system down or operating in the materially degraded state;</li> <li>• data integrity at risk;</li> <li>• material financial impact;</li> <li>• declared a Critical Support Request by the Customer;</li> <li>• widespread access interruptions.</li> </ul> |
| High Service Error             | <ul style="list-style-type: none"> <li>• the primary component failure that materially impairs its performance;</li> <li>• data entry or access is materially impaired on a limited basis.</li> </ul>   |
| Medium Service Error           | Service is operating with minor issues that can be addressed with a workaround.   |
| Low Service Error              | Request for assistance, information, or services that are routine in nature.  |

## RESPONSE AND RESOLUTION TIME SERVICE LEVELS

Response and Resolution times will be measured from the time MRBD receives a Support Request until the respective time's MRBD has responded to, in the case of response time and Resolved such Support Request, in the case of Resolution time. "Resolve" (including "Resolved", "Resolution" and correlative capitalized terms) means that, as to any Service Error, MRBD has provided Customer the corresponding Service Error correction and Customer has confirmed and accepted the correction. MRBD shall respond to and Resolve all Service Errors within the following times based on the severity of the Service Error.

## ESCALATION

With respect to any Critical Service Error Support Request, until such Support Request is Resolved, MRBD will escalate that Support Request within 60 minutes of the receipt of such Support Request by the appropriate MRBD support personnel, including, as applicable, the MRBD's management or engineering personnel, as appropriate.

## CORRECTIVE ACTION PLAN

If two or more Critical Service Errors occur in any 30 day period during the Subscription Term, MRBD will promptly investigate the root causes of these Service Errors and provide to Customer within 5 business days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for Customer's review, comment and approval, which, subject to and upon Customer's written approval, will be a part of, and by this reference is incorporated in. The Corrective Action Plan shall include, at a minimum:

1. MRBD's commitment to Customer to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests;
2. a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors;
3. time frames for implementing the Corrective Action Plan. There will be no additional charge for MRBD's preparation or implementation of the Corrective Action Plan in the time frames and manner.