



## SUPPORT AGREEMENT

### 1. INTRODUCTION

1.1 THE TERMS OF THIS SUPPORT AGREEMENT APPLY TO THE PERFORMANCE OF THE SUPPORT SERVICES IN RESPECT OF THE MARMALADE SDK WHICH HAS BEEN LICENSED BY IDEAWORKS3D LIMITED (REFERRED TO IN THIS SUPPORT AGREEMENT AS "LICENSOR", AND THE EXPRESSIONS "WE", "US", OR "OUR" SHALL BE SIMILARLY BE CONSTRUED AS REFERENCES TO IDEAWORKS3D LIMITED) TO CERTAIN OF ITS LICENSEES WHO HAVE ENTERED INTO LICENCE FOR THE MARMALADE SDK UPON THE TERMS OF A SOFTWARE PRODUCT LICENCE BETWEEN THE RELEVANT LICENSEE AND THE LICENSOR.

1.2 IN ORDER TO QUALIFY TO RECEIVE THE SUPPORT SERVICES SET OUT IN THIS SUPPORT AGREEMENT, THE LICENSEE MUST HOLD A VALID LICENCE TYPE FOR THE MARMALADE SDK. DETAILS OF THE LICENCE TYPE(S) UNDER WHICH THE SUPPORT SERVICES ARE PROVIDED ARE SET OUT ON THE LICENSOR'S WEBSITE AT THE FOLLOWING ADDRESS [www.madewithmarmalade.com/buy](http://www.madewithmarmalade.com/buy).

1.3 THE TERMS AND CONDITIONS SET OUT IN THIS SUPPORT AGREEMENT FORM PART OF THE TERMS OF THE SOFTWARE PRODUCT LICENCE AGREEMENT ENTERED INTO BETWEEN THE LICENSEE AND IDEAWORKS3D LIMITED AND, SUBJECT TO THOSE TERMS OF THE SOFTWARE PRODUCT LICENCE, GOVERN IDEAWORKS3D LIMITED'S OBLIGATIONS TO THE LICENSEE FOR THE PROVISION OF SUPPRORT SERVICES IN RESPECT OF THE MARMALADE SDK WHICH THE LICENSEE HAS PURCHASED A LICENCE TO USE UNDER THE SOFTWARE PRODUCT LICENCE.

1.4 THE TERMS AND CONDITIONS SET OUT IN THIS SUPPORT AGREEMENT ALSO SET OUT THE RESPONSIBILITIES OF THE LICENSEE IN RESPECT OF THE RECEIPT OF THE SUPPORT SERVICES.

1.5 THESE TERMS AND CONDITIONS CONTAIN CAPITALISED TERMS WHICH ARE GIVEN SPECIFIED MEANINGS WHICH ARE SET OUT IN THE SOFTWARE PRODUCT LICENCE UNLESS GIVEN A SPECIFIED MEANING IN THIS SUPPORT AGREEMENT. THE LICENSEE SHOULD FAMILIARISE ITSELF WITH THESE TERMS AND THEIR MEANINGS SO THAT THE LICENSEE CAN UNDERSTAND THE TERMS AND CONDITIONS OF THIS SUPPORT AGREEMENT PROPERLY. A COPY OF THE CURRENT VERSION OF THE SOFTWARE PRODUCT LICENCE CAN BE VIEWED ON THE LICENSOR'S WEBSITE AT THE FOLLOWING [www.madewithmarmalade.com/downloads](http://www.madewithmarmalade.com/downloads)

### 2. Support Services

2.1 Subject to the payment of the Licence Fee in respect of each qualifying Licence Type purchased by the Licensee, the Licensor will provide the Licensee with services during the Licence Term in support of the Licensee's authorised use of the Licensed Product(s) in accordance with and subject to the terms of this Support Agreement ("**Support Services**" as further described in the remaining provisions of this clause 2).

2.2 The Support Services shall (subject to the Licensee's performance and/or compliance (as the case may be) with the provisions set out at clause 3 of this Support Agreement) comprise the following:

2.2.1 provision of and access to the Support Site during Service Hours where:



- 2.2.1.1 **"Support Site"** means the website hosted by the Licensor and located at [www.madewithmarmalade.com/devnet/support](http://www.madewithmarmalade.com/devnet/support) (or such other url as notified by the Licensor to the Licensee from time to time) where the Licensee can privately raise individual "Support Tickets" (as defined below) relating to the Licensed Product(s), and through which the Licensor can respond with appropriate solutions or suggestions to the Licensee with the aim of providing a resolution to the Support Ticket;
  - 2.2.1.2 **"Service Hours"** means 24 hours per day during 365 days per year but excluding, for the avoidance of doubt, Maintenance Periods;
  - 2.2.1.3 **"Maintenance Periods"** means such periods when the Support Site servers are unavailable due to planned or unplanned maintenance being undertaken by the Licensor; and
- 2.2.2 verification and resolution of Support Tickets raised by the Licensee via the Support Site whereby the Licensor shall use reasonable efforts to address each valid Support Ticket raised by the Licensee according to the Priority Levels and Response Targets set out in clause 3 of this Support Agreement. A valid Support Ticket shall (subject to clause 2.2.3 of this Support Agreement) be one of the following:
- 2.2.2.1 claims of a defect or failure of the Licensed Product(s) to operate in materially in accordance with its Specification ( **"Issue(s)"**);
  - 2.2.2.2 queries about how to use APIs associated with the Licensed Product(s);
  - 2.2.2.3 queries about how to use tools associated with the Licensed Product(s);
  - 2.2.2.4 queries about how to optimise Applications developed using the Licensed Product(s);
  - 2.2.2.5 Licensee-suggested enhancements for the Licensed Product(s);
  - 2.2.2.6 request(s) for information regarding the Licensed Product(s) (for example, information about the Licensor's roadmap for Releases).
- 2.2.3 For the avoidance of doubt, the Support Services do not include and the Licensor shall have no obligation to provide (nor liability in respect of) responses to invalid Support Tickets, which include (but are not limited to):
- 2.2.3.1 queries relating to general programming which are and not specifically and/or directly related to the Licensed Product(s);
  - 2.2.3.2 queries related to Application design which are and not specifically and/or directly related to the Licensed Product(s); or
  - 2.2.3.3 queries relating to specific Applications (including applications developed by Ideaworks Game Studio or developed as part of a professional services project by Ideaworks Labs).



- 2.2.4 access to a suitably qualified technical support manager who will coordinate the response to Support Tickets posted on the Support Site by the Licensee and provide continuity to the Licensee's support requests; and
- 2.2.5 access to an account manager who will coordinate all other non-support related aspects of the Licensor's relationship with the Licensee relating to (by way of example) additional Licence Types, specific feature requests which Licensee may wish to be included within the Licensed Product(s), and/or other reasonable requests of the Licensee under or in connection with the Software Product Licence; and,
- 2.2.6 access to certain "beta" builds of a planned Release (as such status shall be determined at the sole discretion of the Licensor) prior to commercial or general release of such Release by the Licensor. For the avoidance of doubt, such "beta" builds of a planned Release may include rudimentary functionality for certain new functions, or new Supported Platforms, or new Supported Devices which (if identified) shall be classed as a "**Beta Device**". For the avoidance of doubt, due to the nature of a "beta" build of a planned Release, the Licensee acknowledges and accepts that access to any such "beta" builds of a planned Release shall be at the entire discretion of the Licensor and shall require the Licensee to procure the relevant Licence Type under or in connection to the Software Product Licence and which Licence Type may contain certain additional Licence Restrictions and/or additional limitations on the Licensor's obligations and/or liability to the Licensee in respect of such "beta" build of a planned Release.

### 3. **LICENSEE OBLIGATIONS**

- 3.1 In order for the Licensor to provide the Support Services as set out in clause 2 of this Support Agreement, the Licensee must perform and/or comply with (as the case may be) the following:
  - 3.1.1 the Licensee must be Technically Competent including having the requisite knowledge and/or experience of using C/C++ languages and mobile device operating systems and communications platforms to the standard reasonably expected by competent professionals in the industry (at the Licensor's sole discretion);
  - 3.1.2 the Licensee shall promptly notify the Licensor of any Issue by raising a valid Support Ticket and, in doing so, shall provide sufficient details of the likely and/or suspect cause of an Issue to enable the Licensor to effectively verify and (where possible) reproduce the Issue on the Licensor's own computer systems;
  - 3.1.3 the Licensee will provide all such other assistance, cooperation and/or information as requested by the Licensor in response to a Support Ticket.
- 3.2 The Licensee hereby acknowledges and accepts that the effective performance of the Support Services requires collaborative efforts between the Licensee and the Licensor. The Licensee will fully cooperate with the Licensor in its efforts to provide the Support Services, which may require the Licensee to adopt a specific methodology that the Licensor (in its reasonable discretion) considers appropriate in the use of the Licensed Product(s). The Licensee agrees to specify the "Priority Level" for Support Tickets in accordance with the definitions set out in paragraph 5.1 below. For the avoidance of doubt, the



Licensor shall be entitled (in its reasonable discretion) to re-allocate a different Priority Level to a Support Ticket to that which has been specified by the Licensee (in particular, but without limitation, in circumstances where the Licensor's support function does not (in its reasonable opinion) consider the issue raised warrants the particular Priority Level which the Licensee has assigned to it which case the Licensor may downgrade the relevant Priority Level).

- 3.3 The Licensee will initially only raise Support Tickets on the Support Site. Only in the event that the Support Site is not functioning or during Maintenance Periods shall the Licensee be entitled to submit Support Tickets by email to the relevant email address assigned to the Licensee on purchase of the relevant Licence Type which is assigned a support account by the Licensor (which email address is usually in the following form - [support@madewithmarmalade.com](mailto:support@madewithmarmalade.com)).
- 3.4 The Licensee shall access the Support Site using the separate login details provided to the Licensee in respect of each qualifying and subsisting Licence Type which the Licensor has purchased.
- 3.5 The Licensee's use of the Support Services is subject to a "**Reasonable Use**" limitation, where Reasonable Use means the total number of new Support Tickets opened in any 30-day period does not exceed a multiple of 5 (five) times the number of active qualifying Licence Types which have been purchased by the Licensee.

#### 4. **MANAGEMENT OF SUPPORT TICKETS**

4.1 In circumstances where:

- 4.1.1 multiple individual Support Tickets become a thread of discussion along a single line of enquiry that remains open until a reasonable response to the Support Ticket has been provided; or,
- 4.1.2 the issue which is the subject matter of the Support Ticket has been resolved or workaround avoiding the practical adverse effect(s) of such issue has been offered to the Licensee by the Licensor (whether or not implemented by the Licensee); or,
- 4.1.3 the Licensor's support function determines (in its discretion, acting reasonably) that the Support Ticket is no longer valid,

then the Licensor shall be entitled to downgrade or (if applicable) close the relevant Support Ticket.

4.2 In the event that the number of new Support Tickets being opened approaches the limit of Reasonable Use (as described in this Support Agreement), the Licensor shall inform the Licensee and may at its sole discretion continue to provide the Support Services for Support Tickets in excess of Reasonable Use for a temporary period or recommend that the Licensee purchases further Support Services at a rate reasonably stipulated by the Licensor.

- 4.2.1.1 the Licensor may create a number of separate logins to the Support Site up to a maximum of the number of Approved Users currently held.



## 5. PRIORITY LEVELS AND RESPONSE TARGETS

5.1 When the Licensee raises a valid Support Ticket in accordance with this Support Agreement, the Licensee will (in good faith and acting reasonably) assign to the Support Ticket the relevant priority which the Licensee shall determine by reference to the definitions below:

5.1.1 **Level 1 Issue, Urgent** - Class A crash or critical bug: the issue is causing a critical problem to the Licensee's ability to use the critical functions of the Software Product and the Licensee cannot continue any development work due to the problem.

5.1.2 **Level 2 Issue, Important** - Class B major bug: (i) a material feature of the Software Product is not functioning in accordance with its **Documentation**; (ii) the Licensee's work flow is severely impaired; and/or (iii) there is no workaround to the issue but the Licensee's development work can continue in a limited manner.

5.1.3 **Level 3 Issue, Normal** - Class C minor bug: the Software Product suffers a loss of a non-material feature or causes minor problems, the inconvenience of which does not severely hamper the Licensee's ability to continue the development and/or such loss of functionality can be restored by a work-around.

5.1.4 **Level 4 Request**: Request for information relating to the Software Product and/or an open Support Ticket that is not an issue which affects the functioning of the Software Product.

5.2 On receiving notification of a Support Ticket (save for any Support Tickets relating to Beta Devices) in accordance with paragraph 5.1 above, the Licensor shall endeavour to respond as follows:

5.2.1 **Initial response**: The Licensor receives a report in form of a Support Ticket raised through the Support Site. If the Licensor does not agree with the Priority Level assigned by the Licensee, or if the Licensor requires further information from the Licensee with respect to the Support Ticket, the Licensor will seek clarification of the from the Licensee and discuss the Priority Level. The Licensor retains the sole discretion as to final assignment of the priority level for a Support Ticket.

5.2.2 **2nd phase**: The Licensor shall start evaluation, reproduction or investigation of a Support Ticket. For Level 4 Request Support Tickets, if the Software Product is capable of fulfilling the Licensee's requirements, the Licensor will inform the Licensee, otherwise the Licensor will respond with confirmation of request acknowledgement. Submission of a Level 4 Request Support Ticket relating to suggested enhancements for the Software Product to the Licensor does not guarantee the provision or support of such feature, which the Licensor may provide in its sole discretion in a future Release.

5.2.3 **Final phase**: Resolve an issue affecting the operation of the Software Product (i.e. a Priority Level 1-3 Support Ticket) or have provided a reasonable response to other types of valid Support Tickets (i.e. a Priority Level 4 Support Ticket).

5.3 In respect of Support Tickets relating to Beta Devices the Licensor shall endeavour to respond in a timely manner, but which may not meet the response times in paragraph 5.4 taking into consideration



the stability and the degree of commercial completeness (e.g. in the case of pre-commercial devices) of such Beta Devices.

- 5.4 On receipt of a valid Support Ticket, the Licensor shall use reasonable endeavours to respond and (where applicable) resolve Support Tickets within the response times based on the assigned Priority Level for a Support Ticket as set out the table below. A “working day” shall be determined based on the UK calendar and shall mean Mondays to Fridays inclusive, but shall exclude national holidays in England and the Licensor’s standard seasonal holidays where declared in advance via the Licensor’s website or otherwise in writing to the Licensee.

<b>Priority</b>	<b>Initial response</b>	<b>2<sup>nd</sup> phase</b>	<b>Final phase</b>
Level 1	1 working day	1 working day	Continue to resolve the issue.
Level 2	2 working days	2 working days	Continue to resolve the issue.
Level 3	2 working days	3 working days	Continue to resolve the issue.
Level 4	3 working days	7 working days	Continue to resolve the issue.