

SUPPORT & SERVICE FRAMEWORK

Effective from 1 September 2022 – 21 May 2026

1. Introduction

- 1.1 The purpose of this framework is to describe the maintenance and the support provided by Movio to the Client to ensure the stable operation of the Movio Service for the Client. This support and service level framework sets out the levels of availability and support the Client can expect to receive from Movio.
- 1.2 Each party will use commercial reasonable endeavors to maintain good communication at all times and to provide each other all information reasonably required for Movio to provide, and the Client to receive, the Support & Service Framework services.

2. Contact information

- 2.1 Each party will promptly notify the other in writing of any change in their support contact and/or support contact details specified in the Movio Service agreement entered into between the parties (the “**Agreement**”).

3. Support process, response and resolution times

- 3.1 Movio's dedicated support center offers email and phone support for the Movio Service 24/7 for Priority 1 issues, and during Business Hours for Priority 2 and 3 issues. Movio will use commercially reasonable efforts to meet the response and resolution times set out in paragraph 3.6 below and to take steps to escalate and resolve issues in an appropriate, timely manner.
- 3.2 The Client will initially assess and categorize the Priority of the issue based on the descriptions set out in paragraph 3.6 below and will assess whether or not any of the following support exclusions apply, acting reasonably:
- a) the issue is related to connection to the internet or operating a web browser;
 - b) the source of the issue is the fault of the Client's hardware or a third party service provider and not Movio; and
 - c) the problem has arisen from abnormal use of the Movio Service including but not limited to abuse, misuse, negligent use or incorrect operation by the Client.
- 3.3 The Client acknowledges that Movio is not required to provide support if any of the above support exclusions apply.
- 3.4 For issues that have been categorized as Priority 1 issues by the Client, the Client may log a support request via email to support@movio.co or by calling Movio's following hotlines at any time:
- New Zealand. +61 1800 961 588
United States. +1 888 705 1847
United Kingdom. +44 808 178 8744
- 3.5 For issues that have been categorized as Priority 2 or Priority 3 by the Client, the Client may log a support request via email to support@movio.co at any time.
- 3.6 When the Client logs a support request, the Client will provide Movio with all information reasonably requested by Movio to enable Movio to assess and provide support for the issue. Acting reasonably, Movio will finally determine the level of Priority of an issue promptly after receiving such notification of the issue from the Client.

Priority	Definition	Initial Response	Resolution
1	<p>Major fault</p> <ul style="list-style-type: none"> – Causing serious disruption to business activity and preventing use of the Movio Service for the purpose for which it was designed; – the Movio Service is not accessible / not available for use (other than due to telecommunications outage or other factor outside of Movio's control); or – the Movio Service is available for use but a significant part of the Movio Service is not functioning such that Client's use of the Movio Service is significantly impaired. <p>An example of a Priority 1 fault includes being unable to execute a Campaign.</p>	Within 30 minutes	2 hours
2	<p>Significant fault</p> <p>Causing the Movio Service not to operate as intended but is still usable with difficulty (e.g. by means of a "work-around" solution) causing some disruption to business activity.</p> <p>An example of a Priority 2 fault includes UI errors such as dates not up-to-date or minor investigations.</p>	Within 8 hours during Business Hours (as defined below)	4 Business Days
3	<p>Minor fault</p> <p>Causing the Movio Service not to operate completely but with no or limited disruption to business activity.</p> <p>An example of a Priority 3 fault includes cosmetic problems such as misspelled words or Client inquiries on the details of certain functions.</p>	Within 10 Business Days	Next release or at Movio's discretion

4. Uptime level

4.1 Movio will use all reasonable commercial efforts to ensure that the Movio Service is available 99.5% of the time in any calendar month ("**Uptime**"), excluding any downtime:

- a) arising from Movio's suspension or termination of the Client's right to use the Service in accordance with the Agreement;
- b) caused by factors outside of Movio's reasonable control, including any Force Majeure Event (as defined in the Agreement) or internet access or related problems beyond the demarcation point of the Service;
- c) resulting from the Client's act or omission or any act or omission of the Client's personnel;
- d) resulting from the Client's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Movio's direct control); or
- e) resulting from:
 - (i) planned maintenance carried out during a mutually agreed maintenance window as notified by writing in advance by Movio; and
 - (ii) emergency maintenance carried out on such advance written notice (if any) to the Client as is reasonably practicable in the circumstances. Where Movio cannot provide advance written notice, Movio will provide written notice as soon as reasonably possible.

5. Measurement

5.1 Movio will have no liability to the Client for any failure to meet service levels or Uptime provided that Movio has complied with its obligation to use commercially reasonable efforts to comply with this Support & Service Level Framework.

5.2 Response times are measured during New Zealand business working hours (8:30 am – 5:00 pm) ("**Business Hours**"), excluding Priority 1 requests which are 24/7.