SUBGIT SUPPORT AGREEMENT

This is a software support agreement TMate Software s.r.o. registered at Týmlova 1, 14000, Prague, Czech Republic ("TMate") and [COMPANY NAME AND ADDRESS] ("Company"), enter into this agreement on [AGREEMENT START DATE] ("Effective Date").

1. DEFINITIONS.

1.1. "TMate" means TMate Software s.r.o. and its employees or contractors.

1.2. "Company" means [COMPANY NAME], and its employees or contractors.

1.3. "Software Application" means the **SubGit** software application version 1.0.0 or newer published during the term of this Agreement.

2. SOFTWARE SUPPORT.

2.1. SUPPORT DEFINITIONS.

2.1.1. “Critical Problem” - Company or company customer experiences real or perceived data loss or corruption when using Software Application or an essential part of the Software Application is unusable.

2.1.2. “Serious Problem” - A very important part of the Software Application functionality functions incorrectly and cannot be used, but other important parts of the Software Application functionality remains usable and Company or Company customers are able to use Software Application.

2.1.2 “Medium Problem” - A part of the Software Application functionality functions incorrectly, but Software Application can be used. The problem interferes with normal operations or occurs intermittently.

2.1.3. “Minor Problem” - A minor deficiency or inefficiency in the Software Application. Company or Company customers are not affected by this problem or there is a convenient workaround for the problem.

2.1.3. “Resolved” means a permanent solution to a Problem has been delivered to the Company by TMate.

2.1.5. “Resolution Time” is defined as the time it takes to deliver a fix for a Problem to the Company. Resolution Time is measured from when Company submits a Problem to TMate.

2.1.6. “Callback Response Time” is defined as the time it takes TMate to communicate with the Company representative after a Problem has been submitted by the Company to TMate.

2.1.7. “New Feature” - A functionality currently not present in a Software Application of the current and previous versions.

2.1.8. “Continuous Efforts” means that TMate will work through evenings, weekends and holidays with all available resources to resolve Critical Problem submitted by the Company. Tasks may be rotated across people and time zones, but given the nature of the work, this may mean that the process suspends temporarily while a key individual rests.

2.2. BASIC SUPPORT

2.2.1. During the term of this Agreement TMate is committed to the response callback and resolution time objectives as described in the Appendix A to this Agreement in the Basic Response Callback and Resolution Time Objectives table.

2.3. PRIORITY SUPPORT

2.3.1. During the term of this Agreement Company and TMate may agree on the improved response callback and resolution time objectives ("Priority support") as described in the Appendix A to this Agreement in the Priority Response Callback and Resolution Time Objectives table.

2.3.2. Priority support is effective for the agreed period of time, during which Company shall pay TMate **2500 EUR** for each calendar month when priority support is effective.

2.3.3. Company shall notify TMate on the priority support start date not later than 5 (five) calendar days prior to the priority support start date.

2.4. INSTANT SUPPORT

2.4.1. In addition to the ongoing support obligations outlined in Sections 2.2 and 2.3., as part of this Agreement Company and TMate may agree on the instant Callback Response Time ("Online support").

2.3.2. Online support is effective for the agreed period of time, during which Company shall pay TMate **80 EUR** for each hour online support was available to the Company.

2.3.3. Company shall notify TMate on the online support start and end time not later than 5 (five) calendar days prior to the online support start time.

2.5. PARTIES RESPONSIBILITIES

2.5.1. TMate shall respond to the Company representative and resolve Problems submitted by the Company in a time defined in the Exhibit A of this Agreement.

2.5.2. TMate shall put Continuous Efforts to resolve Critical Problems submitted by the Company to ensure Critical Problem is resolved in a time defined in the Exhibit A of this Agreement.

2.5.3. Company shall submit Problems and requests for the New Features to **support@subgit.com** email address.

2.5.4. Company is responsible for communication with the Company customers.

2.5.5. Company shall put its reasonable best efforts to provide as much information about the Problem as possible, including Software Application log files or repository files.

2.5.6. Company shall accept TMate requests to conduct Software Application tests in the Company environment as instructed by TMate when this is necessary to resolve a Problem.

3. PAYMENTS.

3.1. TMate shall invoice Company at [EMAIL FOR INVOICES] with **4500 EUR** for the services and work outlined in the section 2.2 (Basic Support) of this Agreement.

3.2. TMate shall invoice Company at [EMAIL FOR INVOICES] monthly for the services outlined in the sections 2.3 (Priority Support) and 2.4 (Online Support) of this Agreement in the event these services were requested and provided.

3.3. Unless this Agreement is terminated, Company shall pay invoices received from TMate not later than in 30 days from receiving a valid invoice from TMate.

4. NON-EXCLUSIVITY.

This Agreement is a non-exclusive agreement, and both parties remain free to enter into similar agreements with third parties.

5. CONFIDENTIALITY.

5.1. Both Company and TMate agree that during the term of his Agreement, each party may disclose to the other party certain Confidential Information. Both parties may designate any information it provides to the other party as confidential information, and the receiving party shall not disclose that information to third parties without the express permission of the disclosing party. Information designated as Confidential Information shall remain confidential until the disclosing party designates it as non-confidential or until the information becomes public through no fault of the receiving party.

5.2. TMate agrees that all of its employees, contractors, and other agents shall enter into a separate written confidentiality agreement with TMate that ensures they will comply with the confidentiality provisions of this Agreement.

5.3. Both Company and TMate agree that in the event either party breaches or threatens to breach the provisions of this section, such breach or threatened breach would cause irreparable harm to the non-breaching party, and the non-breaching party would be entitled to injunctive and other equitable relief to prevent such breach or to remedy an actual breach.

6. LIMITED WARRANTY.

6.1. Company warrants that it has the right and authority to enter into this Agreement.

6.2. TMate warrants that it has the right and authority to enter into this Agreement, and that, to the best of its knowledge, the TMate Software does not and will not infringe upon any patent, copyright, trade secret, or other intellectual property interest of any third party. TMate warrants that it will take all due and reasonable care to avoid infringing any patent, copyright, trade secret, or other intellectual property interest of any third party.

7. TERM AND TERMINATION.

7.1. This agreement begins as of the Effective Date and terminates on [START DATE + 12 months].

7.2. Company may terminate this Agreement at any time by sending a termination notice to TMate by email. Agreement is considered terminated in 30 days from receiving of the termination notice. Company shall pay invoices received from TMate in that 30 days termination period.

7.3. TMate may terminate this Agreement at any time by sending a termination notice to the Company by email. Agreement is considered terminated in 30 days from receiving of the termination notice.

7.4. Survival: parts 4 and 5 of this Agreement survive Agreement termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

From Company:

Date _____:

By: _____

Signature: _____

From TMate Software s.r.o ("TMate"):

Date _____:

By Alexander Kitaev, CEO and Owner of TMate Software s.r.o

Signature: _____

EXHIBIT A

BASIC SUPPORT CALLBACK AND RESOLUTION TIME OBJECTIVES

	Committed Time
Callback Response Time (Critical Problem)	1 business day
Callback Response Time (Non Critical Problem)	1 business day
Resolution Time (Critical Problem)	10 calendar days
Resolution Time (Serious Problem)	10 calendar days
Resolution Time (Medium Problem)	20 business days
Resolution Time (Minor Problem)	60 business days

PRIORITY SUPPORT CALLBACK AND RESOLUTION TIME OBJECTIVES

	Committed Time
Callback Response Time (Critical Problem)	12 hours
Callback Response Time (Non Critical Problem)	1 business day
Resolution Time (Critical Problem)	5 calendar days
Resolution Time (Serious Problem)	10 calendar days
Resolution Time (Medium Problem)	20 business days
Resolution Time (Minor Problem)	60 business days

The Support Callback and Resolution Time Objectives are based on Company cooperation with the implementation of action plans and timely turnaround of requested data and information. Any time lost in resolving a problem attributable to a customer will not be counted towards achieving the specific Time Objective.