

CUSTOMER SUPPORT & SOFTWARE ENHANCEMENTS POLICY

TABLE OF CONTENTS

1.0 WORKING WITH CUSTOMER SUPPORT

2.0 BENEFITS

3.0 CONSULTING AND TECHNICAL SERVICES

4.0 VERSION SUPPORT POLICY

5.0 TERMS AND CONDITIONS

CUSTOMER SUPPORT & SOFTWARE ENHANCEMENTS POLICY

Welcome to Manhattan Associates' Customer Support Organization (CSO). Staying current on Customer Support & Software Enhancements and on a supported version of the licensed product provides access to a number of benefits and services, including software version updates/enhancements, free 24/7 telephone/ email support, enhancement defect resolution, free product documentation, an annual on-site visit, training class discounts, retail compliance updates, a support consultant and much more.

In this document, you'll find all the information you need to work with CSO—contact information, the case management process, available consulting and technical services, the version support policy, and other important information to help you optimize the performance of your supply chain, inventory, and omni-channel solutions.

1.0 WORKING WITH CUSTOMER SUPPORT

1.1 CONTACT INFORMATION

Manhattan Customer Support Representatives are available to assist you 24 hours a day, 7 days a week, 365 days a year. Please report all issues to the appropriate Customer Support Representative by following the guidelines below.

CUSTOMER EXTRANET (MA GATEWAY)

<https://magateway.force.com/community/login>

(SYSTEM OUTAGE AND WORK STOPPAGE ISSUES MUST BE CALLED INTO THE 24/7 CALL CENTER)

Requests for support, services, software, product documentation, transportation rates or license keys can be submitted via the Customer Extranet.

E-MAIL AND INSTANT MESSAGE SUPPORT

(SYSTEM OUTAGE AND WORK STOPPAGE ISSUES MUST BE CALLED INTO THE 24/7 CALL CENTER)

North and South America and Asia	callcenter@manh.com
Australia	aucustomersupport@manh.com
Europe, Middle East and Africa	emeacustomersupport@manh.com
China and SE Asia	asiacustomersupport@manh.com

TELEPHONE SUPPORT

US and Canada (toll free)	877 756 7435
Mexico (toll free)	001 877 756 7435
North and South America and Asia	404 965 4025
Australia	+61 1300787050
New Zealand (toll free, within New Zealand)	0800 802 590
Europe (UK office), Middle East and Africa	+44 (0) 1189 228200
Europe (Netherlands office)	+31 30 214 3400
France	+33 800 881 643
China (toll free, within China)	800 988 0885
China (calling from outside China)	+86 21 33080258
Singapore	+65 21 63063636

MANHATTAN'S CUSTOMER SUPPORT ORGANIZATION IS AVAILABLE TO:

- Rapidly resolve mission-critical issues 24 hours a day, every day, regardless of geography.
- Provide supply chain experts to assist with continual optimization of your Manhattan solutions from planning through execution.
- Support facility roll-outs, implement upgrades and provide assistance with your strategic transformation initiatives.
- Provide technical expertise to monitor and administer your Manhattan solutions.

1.2 CASE MANAGEMENT PROCESS

Manhattan Associates is committed to providing service in a timely and efficient manner. Your Customer Support Representative typically follows the procedures described below:

- **ASSIGN A CASE NUMBER.** When you initiate a case, the representative assigns a case number.
- **CLASSIFY THE CASE TYPE.** Cases are first classified as either Support or Service. Support cases are further categorized as an Incident Case or a Problem Case.
 - › **INCIDENT CASE.** Used to record the occurrence of an issue. An open Incident means there is an ongoing event that requires resolution (either workaround or permanent resolution). An Incident Case is closed once the occurrence of the event is addressed.
 - › **PROBLEM CASE.** Used to track the root cause analysis and permanent resolution of a known issue.
- **DETERMINE THE CASE SEVERITY LEVEL.** The Customer Support Representative works with you to determine the severity of the case primarily based upon the impact to your business. Please see the chart at the end of this document for severity definitions.
- **ASSIGN RESOURCE(S).**
- **ESCALATE ATTENTION TO THE CASE.** Please see the chart at the end of this document.

1.3 CUSTOMER RESPONSIBILITIES

There are several steps you can take to help us expedite the problem resolution process. These include:

- **MAINTAIN A LEVEL 1 AND 2 SUPPORT STRUCTURE.** To minimize impact to operations and to ensure issues are handled efficiently, you should provide a centralized, internal helpdesk that serves as a first line of support. All support matters will flow through your internal help desk. The helpdesk then engages your level 2 support experts for initial triage and research, so they can provide Manhattan Associates with the information required such as business impact, reproducible steps, and relevant data and logs. Services required to aid in the collection of basic information or to assist in level 1 and level 2 support are not covered by this Policy. Manhattan’s Premier Support program, outlined in section 3.2, is a program available to augment your support structure with Manhattan experienced professionals.

TYPICAL PRODUCTION SUPPORT STRUCTURE

BUSINESS USERS	
- Gather relevant incident details	- Communication of business impact and priority
- Timely incident reporting	- Participation in user acceptance testing
LEVEL 1	
- Log incidents with relevant details	- Address low-complexity issues
- Engage appropriate L2/L3 support	- Update incident tracking system
LEVEL 2	
- Incident triage/remediation	- Release & change coordination
- Problem management	- QA/UAT testing support & script maintenance
- Knowledge base article creation	- Business operation and guidance
- Configuration tuning & report maintenance	- Proactive functional monitoring

- **ESTABLISH ONGOING SYSTEM ACCESS.** To resolve difficult-to-diagnose issues, Manhattan Associates' Customer Support Representatives must have access to your software environment. The speed at which we can resolve issues is directly related to the ability to view system behavior and/or access logs; therefore, we highly recommend that you make arrangements to enable connectivity to your test and/or production environments with read-only access. You must ensure that any personally identifiable information to which Manhattan may have access is minimized, and that any such access, or transfers of confidential or personally identifiable data to Manhattan, are subject to prior consent or a written agreement, in accordance with applicable regulations. Manhattan Associates' preferred method of connectivity for purposes of customer support is LAN-to-LAN VPN, due to its optimal flexibility in design and security. Manhattan Associates does not allow client-server VPN technologies to originate from within its corporate environment, such as IPSEC or SSL.
- **PERFORM SYSTEM ADMINISTRATION.** Issues with the warranted product can result from external factors. For this reason, you should perform the required system administration on a routine basis; including, but not limited to, backing up computers and databases, updating virus protection, applying operating system patches, and/or purging historic transactional data. Services provided while assisting in the resolution of an issue caused by a lack of system administration are not covered by this Policy. Manhattan's Managed Services program, outlined in section 3.2, is a subscription service available to provide full system administration of Manhattan applications.
- **SET UP A TEST ENVIRONMENT.** Given the mission-critical nature of our software, we ask that you provide a separate environment to test new functionality, program fixes and modifications/extensions. The data in this environment should be kept in synch with production to the extent reasonable to ensure the validity of these tests.

2.0 BENEFITS

The following benefits and services are available to customers who are current on Customer Support & Software Enhancements or other maintenance agreement.

2.1 SOFTWARE VERSION UPDATES/ENHANCEMENTS

You are entitled to all updates/enhancements in the latest version or service pack of the software applications licensed in your software license agreement without additional license fees. Any associated implementation consulting/programming services requested by the customer to install updates are covered under a separate Statement of Work.

2.2 FREE SUPPORT FOR LICENSED PRODUCTS

Receive free telephone/email support for all issues directly related to supported versions of licensed products.

2.3 EXTENSION DEFECT RESOLUTION

This support applies to Modifications, Interfaces or Extensions ("Extensions") related to supported versions of licensed products that are designed, programmed, tested and delivered by Manhattan Associates in accordance with a corresponding detailed design specification as agreed upon and signed off by Manhattan and the customer. The most recent agreed upon and signed off Design Specification supersedes all previous specifications for the purpose of this support. This Extension support becomes effective after mutual acceptance of Extension and the first commercial use of the Extension. Upgrades of Extensions to new releases are covered under a separate statement of work. The customer's exclusive remedy and Manhattan's entire liability for defects in the Extensions shall be the correction of such defects in the Extensions.

2.4 FREE PRODUCT DOCUMENTATION

System documentation (Manhattan's Advanced Information Manager) for the licensed products is provided at no charge.

2.5 FREE ANNUAL ON-SITE VISIT

Customers are entitled to a visit from a Customer Support Consultant to one of your sites at least once per subscription period. Customers typically use this free consulting time (8 hours) to perform system efficiency audits, conduct training or discuss future business requirements. The consultant's out-of-pocket expenses are not covered by this Policy.

2.6 ACCESS TO CUSTOMER EXTRANET

MA Gateway provides access to detailed Manhattan Associates software information and the ability to submit, update and review your implementation and support cases; as well as request product downloads, license keys and transportation rates. You can also update your contact information, review Software Delivery Notifications and download customer/product specific files. In addition, you will be able to review projects, case trends and outstanding invoices.

2.7 EDUCATIONAL SERVICES CLASS DISCOUNT

All Manhattan Associates' scheduled public training classes are available at a 10% discount on the then-current published tuition rates.

2.8 RETAIL COMPLIANCE UPDATES

Manhattan Associates is committed to providing a solution that facilitates our software products to meet Retailers' vendor compliance guidelines. Updates are made available for the currently supported versions of licensed products if a customer ships to any of the following:

- Most recently published Top 100 U.S. Retailers*, as listed on the NRF Stores Magazine website, www.stores.org (Retailers).
- Other U.S. Retailers actively installing or running a currently supported version of Manhattan's Warehouse Management (WM) or Extended Enterprise Management (EEM) application and are current on CSSE.

*Does not apply to retailers previously, but not currently, on the Top 100 U.S. Retailers list.

2.9 FREE ESTIMATES PROVIDED FOR SIMPLE PROJECTS OR MODIFICATIONS

Time spent on high-level estimates is free of charge. Time required for functional specifications, detailed design or technical review is billed at Manhattan Associates' current rates. These are non-binding estimates that are updated, if necessary, once the design is complete.

2.10 ACCOUNT MANAGEMENT

An Account Manager is available to work with you to understand and support your business requirements, objectives and strategic development plans.

2.11 SUPPORT CONSULTANT

Following implementation of the licensed product and transition to Customer Support, a technical consultant is assigned to your organization. This consultant becomes familiar with your process flow as well as any custom extensions so we can provide the most effective support.

2.12 RECEIVE SERVICES AT CURRENT HOURLY BILLING RATES WITH NO ADDITIONAL PREMIUM

2.13 RECEIVE CARRIER RATES AT CURRENT COSTS WITH NO ADDITIONAL PREMIUM

3.0 CONSULTING AND TECHNICAL SERVICES

3.1 CONSULTING AND TECHNICAL SERVICES

In addition to the benefits mentioned above, Manhattan Associates is committed to providing our customers with access to additional technical and consulting assistance to address changing business requirements after the initial implementation. Manhattan offers the following services on a billable basis:

- Configure additional functionality
- Design, develop, test and deploy extensions to existing software
- Develop and conduct customer-specific training
- Provide on-site services
- Provide dedicated on-call support during special projects or specific events
- Provide project management services
- Implement software upgrades
- Support new facility roll-outs
- Operations Review Engagements
 - › On-site evaluation of your supply chain operations
 - › Recommend configuration adjustments to respond to changing operational requirements
- Manhattan SureCheck™
 - › Technical environment audits
 - › Technical infrastructure audits
 - › System administration processes audits
- Parcel Carrier Requirements Services
 - › Label and document changes
 - › Rate and routing updates

3.2 MANHATTAN PREMIER SUPPORT & MANAGED SERVICES PROGRAMS

Manhattan Associates offers the following programs for customers interested in utilizing Manhattan expertise to perform Premier Support and/or Managed Services. These programs are tailored to address the various needs each specific customer requires and can include 24x7 customer-specific on-call support. Please note that these services are also available on an ad hoc basis at standard services rates.

PREMIER SUPPORT

- Incident Triage/Remediation & Problem Management
- Configuration Tuning & Report Maintenance
- Release & Change Management
- QA/UAT Testing Support
- Test Script Maintenance
- Business Operations Guidance
- Knowledgebase Article Creation
- Proactive Functional Monitoring

MANAGED SERVICES

- Database Administration & Health Monitoring
- Application Administration & Health Monitoring
- Product Code Deployments & Tracking
- Production Incident Support
- Lower Lifecycle Environment Management
- Build & Respond to Application & System Alerts
- Manhattan Application Hosting

4.0 VERSION SUPPORT POLICY

4.1 MANHATTAN PRODUCT SUPPORT

Staying current on Manhattan Associates' software ensures your organization maximizes its return on investment. All products released by Manhattan Associates are fully supported for a period of 60 months after the general release date of that version. Support pertains to reproducible issues related to functionality in production use and updates are provided on the latest Service Pack level. At the end of the support period, Manhattan Associates continues to service product versions on a billable basis. Manhattan Associates does reserve the right to discontinue service of a product line three years after that product has been officially discontinued.

4.2 THIRD-PARTY SOFTWARE SUPPORT

Manhattan supports products running on certified and supported computer operating systems, databases, and third-party software versions as outlined in the system documentation. Any work related to the testing, implementation of, or software development required for newer, or different, operating systems, databases, or third-party software versions is covered under a separate Statement of Work.

4.3 MOBILE OPERATING SYSTEM SUPPORT

For mobile device applications, Manhattan supports products running on certified and supported mobile operating systems as outlined in the system documentation. For supported versions, Manhattan also provides software updates to the licensed product for issues identified during customer testing of newer mobile device operating system releases. Any work related to the testing and implementation of a newer, or different, mobile operating system version is covered under a separate Statement of Work. Furthermore, a Manhattan testing engagement is required when updating the mobile operating system for installations in which there are Extensions; the scope of which is dependent on both the Extensions and the changes in the major release. Deployment of both minor and major releases to production must be controlled to ensure only thoroughly tested updates are promoted to a production environment.

5.0 TERMS AND CONDITIONS

5.1

The Customer Support & Software Enhancements Policy is to be read in conjunction with the customer's software license agreement and customer support and software enhancements agreement with Manhattan.

5.2

To receive the benefits of Manhattan Associates' Customer Support & Software Enhancement Policy, a customer must sign a customer support and software enhancements agreement or other maintenance agreement and pay the applicable fees before service can begin. Such annual fees are based on the then-current applicable software license fees for the relevant products.

5.3

Manhattan Associates reserves the right to change its Customer Support & Software Enhancements Policy or other maintenance agreement fees without prior notice.

5.4

The Annual Renewal Invoice is typically sent to the customer 60 days before the annual agreement expires. Prompt payment of this invoice ensures uninterrupted coverage.

5.5

Cancellation, termination, failure to pay the applicable fees or otherwise failure to renew the Customer Support & Software Enhancements agreement, or other maintenance agreement, will result in termination of access to all support, services, as well as any past, current or future software enhancements and version releases. Manhattan Associates will also remove any customer-specific information from our code management and internal knowledgebase systems. For up to five (5) years after the Software Enhancements subscription lapses, it can be reinstated by paying Manhattan Associates a reinstatement fee equal to one hundred and fifty percent (150%) of the unpaid fees that would have been paid if coverage had not lapsed. After the five years, the software must be relicensed under Manhattan Associates' then current licensing terms and conditions. Any customer seeking support shall first be required to subscribe a Customer Support & Software Enhancements agreement. Manhattan reserves the right to refuse support and services unless and until such customer is reinstated. Should Manhattan, at its sole discretion, offer limited services to a customer that has not met the requirements listed above, such services shall be provided on an as-is basis with no express or implied warranty. Customers shall pay current undiscounted hourly rates along with any costs associated with performing such services and acknowledge that Manhattan may discontinue services at any time without notice. In no event will any amounts paid for such services be credited toward any future maintenance subscription.

5.6

Manhattan Associates may, at times, run read-only diagnostic tools on the customer's environment of the licensed software in order to assist with support activities.

5.7

Manhattan Associates reserves the right to periodically audit the condition and utilization of the licensed software.

5.8

Manhattan Associates commonly assists with problems that affect our customer's use of the product, including hardware and third-party software. However, the Customer Support & Software Enhancements Policy applies only to the Licensed Product(s) as defined under the customer's software license agreement. Third-party software embedded in the Licensed Products and therefore sublicensed through Manhattan Associates shall be considered a Licensed Product(s), and covered by this Policy, so long as the customer is current with all fees. Hardware and other third-party software products such as operating systems and database software are not covered by this Policy; however, Manhattan passes through any manufacturer warranties to any such products to which Manhattan has been granted the right to do so.

5.9

For additional information regarding Manhattan Associates' Customer Support & Software Enhancements Policy and the *Technology Framework Agreement*, please contact Customer Support.

5.10

This Policy covers all products currently subscribed to in the Customer Support & Software Enhancements agreement or other maintenance agreement. Subscriptions are offered for only the customer's Licensed Product(s) and a customer may not elect to exclude any of the Licensed Product(s), or any of the designated site(s), from subscriptions during the subscription period.

5.11

Manhattan Associates is pleased to provide its customers with this retail compliance updates in accordance with the following:

- As used herein, a Guideline is a new, publicly available written compliance guideline applicable to all of the Retailer's vendors, relating to one or more of the following: (i) shipping labels, (ii) content labels, and/or (iii) GS1 Bill of Lading standards.
- Updates are only applicable to customers that are actively running a supported version of WM or EEM, current on Customer Support & Software Enhancements, in compliance with the customer's software license agreement; and use supported hardware as defined by Manhattan for the customer's software version.
- A customer must notify Manhattan within 30 days of receipt of a Guideline by providing Manhattan with written notification of such Guideline via a Compliance Request, along with a copy of the written Guideline. Manhattan will provide a solution to address the Guideline within 90 days of receipt of such Guideline and Compliance Request.
- The customer receives the tested solution required, for the base system, to address the Guideline free of charge. Any associated implementation services requested by the customer to install this solution will be covered under a separate Statement of Work. The customer is also responsible for any third-party software; revision of any customer owned modifications; or upgraded hardware, products, or services required to meet the Guideline. Any programming, testing, or implementation services required to address compliance items that are specific to customer's operation are billed at Manhattan Associates' current rates.
- The customer must obtain certification from the Retailer for all labels created prior to sending production labels to the Retailer.
- Should Manhattan be unable to provide a solution to address the Guideline within 90 days of receipt of a Guideline and Compliance Request, Manhattan will reimburse the notifying customer upon written proof of payment for chargebacks imposed by the Retailer (for failure to comply with the Guidelines) up to \$1,000 per day, up to a maximum reimbursement of \$5,000 to the customer per each Retailer imposing the Guideline. Notwithstanding anything herein, the liability of Manhattan to the customer shall never exceed a maximum liability of \$10,000 for all occurrences.
- Any software, other products, or services provided by Manhattan for a customer in accordance with these terms and conditions shall be subject to the limitations, restrictions, and disclaimers set forth in the existing agreements between Manhattan and the customer. Any software delivered hereunder shall be licensed to the customer under the licensing terms set forth in the software license agreement.
- All notices and communication should be directed to Customer Support.

CUSTOMER SUPPORT ISSUE ESCALATION				
SEVERITY	SEVERITY DEFINITION	ESCALATION (24 HOURS/7 DAYS A WEEK) <i>(INCLUDES WEEKENDS AND HOLIDAYS)</i>		CUSTOMER UPDATE FREQUENCY
		TIME	ESCALATION PATH	
SYSTEM OUTAGE	Complete loss of service in a production system with no workaround available. Functional tasks cannot be completed or data integrity at risk. Customer resources should be available to work on a24x7 basis with Manhattan to remediate the issue.	Immediate 1 hour 2 hours 4 hours	Additional Technical Resource Manager Level Director Level VP Level	Every 2 hours or as needed
WORK STOPPAGE	Substantial loss of service in a production system with no workaround available. Functional tasks cannot be completed or data integrity at risk. Customer resources should be available to work on a24x7 basis with Manhattan to remediate the issue.	Immediate 2 hours 4 hours 8 hours	Additional Technical Resource Manager Level Director Level VP Level	Every 3 hours or as needed
CRITICAL	Production system adversely affected, however the issue may be temporarily circumvented using an available workaround. For implementations, a major milestone is at risk.	Daily		Daily or as needed
HIGH	Production system is operational but partially degraded. High priority implementation tasks and issues.	As needed		Weekly
MEDIUM	Standard issues and tasks having minimal business impact. Production system is operational.	As needed		Weekly
LOW	Non-critical issues, design questions, extension requests, or other general inquiries	As needed		Weekly