

## **Engelbart Software GmbH Support Plan**

### **SLA: – Service Level Agreement**

#### **§ 1 Scope of services**

1. Subject to the terms of these policies is the service and maintenance of the software as described and specified in Attachment C.
2. The maintenance service includes
  - a. the preservation and restoration of the operational readiness of the software,
  - b. updating the software in terms of performance and security,
  - c. the documentation of the work performed,
  - d. adaptation of the existing AVAYA interfaces to new AVAYA releases.
3. The maintenance also covers the documentation belonging to the programs (user manual) as well as files or database material.
4. The elimination of faults and damage caused by incorrect operation, improper handling by the End User, by the intervention of third parties, by changes in the End User's applications or changes in the underlying databases or by force majeure, is not part of these policies. In individual cases, it can be agreed on for a separate fee. Furthermore, not covered by these policies are damages and disturbances caused by environmental conditions at the installation site, by faults or non-performance of the power supply, faulty hardware or other influences for which Engelbart is not responsible. This maintenance work is calculated on basis of the generally valid hourly rates of Engelbart, applicable at the time of placing the order.
5. The answering of questions regarding the operation of the software by employees of the End User (1st and 2nd Level Support) is covered by Engelbart. Engelbart shall provide instructions and a detailed user manual for the End User which include descriptions of steps to be taken in case of issues with the provided software.
6. Third level Support is provided by Engelbart. Engelbart shall investigate and troubleshoot end user-reported, reproducible errors in the software and to provide an indication to the End User in order to eliminate the consequences of the error. An error exists in particular, if the software does not fulfil a function stated in its specification of performance or does not fulfil it correctly, or if it does not behave properly in another manner.
7. If there are any essential errors in the software, Engelbart shall correct the error in one of the following updates. An error is considered essential if
  - a. Webservices and their orders are not executable,
  - b. Configurations on the AVAYA systems are not being implemented,
  - c. Data records are not displayed correctly,
  - d. Login to the application is not possible.

Condition for the search and elimination of errors is the fulfilment of the End User's obligation to cooperate according to § 3.

8. Other errors are only to be troubleshooted if this is achievable with economically reasonable effort.
9. Engelbart shall inform the End User about the nature and extent of the work performed once. In case of scheduled updates, Engelbart will advise the End User within a reasonable time in advance. The same applies if a scheduled update is not feasible on the used hardware.

10. The maintenance work takes place solely by remote maintenance via VPN.
11. Maintenance window. The following regulations apply to planned maintenance work on the production platforms:
  - a. Eight General PMW (Standard Provider Maintenance Windows) are planned per year. If possible, a maintenance window outside of End User's business hours should be arranged.
  - b. The dates are agreed on mutually until October 31 of the previous year in the PMW and Annual Release Planning.
  - c. One month before the General PMW, the End User will be informed about the services concerned and the expected service interruption.
  - d. Changes in the service that do not cause an interruption due to built-in redundancy will be carried out with an announcement of at least 30 days in advance (exception emergency changes). Emergency changes can be installed during the day in consultation with the End User if announced in time.
12. The software maintenance shall be carried out by qualified personnel who are familiar with the programs described in the solution description.
13. The employees of Engelbart do not enter into an employment relationship with the End User. The End User is entitled to give instructions only to a responsible employee named by Engelbart with effect for and against Engelbart.
14. The involvement of subcontractors is only allowed with the prior explicit consent of the End User.
15. When maintaining the provided software, Engelbart will regularly submit the latest program version and, if necessary, install it. Only the latest program versions will be maintained. In the same way, Engelbart shall adapt the associated documentation.
16. Additional services are not part of these policies (e.g. adaptation and extensions to the software solution as well as the change of hardware or the operating system of the End User). These services require a request of the End User and separate assignment. The related calculation will be based on the hourly rates of Engelbart, valid at the time of realisation.

## **§ 2 Service Times, Severity Definitions and Service Levels**

1. The service policies cover the following working hours of Engelbart, for 8x5: Monday to Friday 8 am to 6 pm GMT+1, excluding public holidays of Germany and Baden-Württemberg. In addition, the following days are excluded: December 24th, December 31st.
  - a.
2. Support outside Engelbart's working hours will only be granted for Severity 1 Tickets. The content of Severity 1 Tickets and SLA must be specified in detail with the End User. Engelbart will provide a dedicated on-duty number to reach the technical support of Engelbart Software GmbH for 24/7 support. In addition, a support ticket must be opened as described in § 3.1.
3. The following severity and Service Levels apply

Severity	Severity Description	Severity Mapping	Service Level
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Severity 1: <b>Outage</b>	<p>A real-time service or product outage in a production system that could require drastic measures to restore (such as a system restart):</p> <ul style="list-style-type: none"> <li>severely downgrades service capacity, or</li> <li>results in a loss of service for a significant number of end users.</li> </ul> <p>This situation severely impacts productivity or creates a significant financial impact or presents a risk for loss of human life</p>	Major	<p><b>Response:</b> 90% within 1 hour</p> <p><b>Restore:</b> 60% within 3 hours</p> <p><b>Coverage:</b> 24x7, 8x5</p>
Severity 2: <b>Severe Business Impact</b>	<p>Severe degradation of production system or service performance for which there is no active workaround and:</p> <ul style="list-style-type: none"> <li>problem severely impacts service quality or the control or the operational effectiveness of the product</li> <li>affects a significant number of users and creates significant productivity or financial impact</li> </ul>	Minor	<p><b>Response:</b> 90% within 2 hour</p> <p><b>Restore:</b> 70% within 4 hours</p> <p><b>Coverage:</b> 8x5</p>
Severity 3 <b>Business Impact</b>	<p>Significant degradation to the system's operation, maintenance or administration: requires attention to mitigate a material or potential effect on system performance, the end-customers or on the business.</p> <ul style="list-style-type: none"> <li>Includes product alarms which meet the Business Impact criteria</li> </ul>	Minor	<p><b>Response:</b> 90% within 2 hours</p> <p><b>Resolve:</b> 70% within 72 hours</p> <p><b>Coverage:</b> 8x5</p>
Severity 4 <b>Non-Service Impact</b>	<p>A question or problem that does not immediately impair the functioning of the product or system and which does not materially affect service to end-customers. If related to a problem, the problem has a tolerable workaround. Includes consultation, records corrections and administrative issues.</p>	Minor	<p><b>Response:</b> 90% within 2 hours</p> <p><b>Resolve:</b> 50% within 120 hours</p> <p><b>Coverage:</b> 8x5</p>

### **§ 3 Obligation for the End User**

1. Any software errors will be reported immediately to Engelbart by email. The End User will use the email address „support+End\_User\_ID@engelbart-software.com“ for this purpose.

In order to resolve trouble tickets effectively, incident descriptions must contain the following minimum information:

- a. Affected Service / Product
- b. Number of affected Users
- c. Detailed written description of the problem
- d. Date and Time when the incident occurred
- e. Reference (e.g. Order ID, Case Number, Phone Number, etc.)
- f. Name of System Manager

Engelbart is entitled to reject insufficiently described trouble tickets for that reason and to refuse their acceptance.

2. The End User will assist Engelbart with reasonable efforts while investigating the error and elimination of the error. This includes particularly submitting error reports in written form to Engelbart at Engelbart's request and providing other data and protocols suitable for analysing the error.
3. If necessary, the End User must allow Engelbart to access the data processing systems on which the programs, specified in the solution description, are installed. For the execution of all maintenance work, the End User provides the necessary technical equipment free of charge (i.e. power supply, data transmission lines and remote VPN-access).
4. The End User shall name Engelbart a knowledgeable employee who can provide the information necessary for the execution of the agreement and make or arrange decisions himself.
5. It is the End User's responsibility to perform proper backups and properly maintain the software's hardware environment. Furthermore, the End User is responsible to protect the hardware and software in particular against unauthorized access by employees or other third parties, viruses, Trojans or other malicious software.

### **§ 4 Responsible System Manager**

1. The End User appoints the following employee(s) as responsible system managers for the system:
  - a. ....
  - b. ....
  - c. ....
2. The responsible system managers are the contact persons for Engelbart in all matters concerning the execution of maintenance and support services.
3. Only these named system managers are entitled to report errors Engelbart. Error messages reported by other persons may be rejected by Engelbart with reference to the responsible system manager.