Maintenance Contract
link|that Cube

MAINTENANCE CONTRACT
for

Avaya

Contract Number

1. PREAMBLE

The link|that CUBE is an innovative solution for integrating voice and data systems. It connects each conventional telephony | contact center solution with existing CRM | ERP systems. This renders the link|that CUBE especially interesting to international companies with large-scale customer sales or support units or companies with centralized service hotlines. To support the link|that CUBE after its installation, it is necessary to conclude a maintenance contract which includes telephone support and remote services.

2. PERIOD OF VALIDITY

The maintenance contract starts on _____ and is concluded for a minimum of 1 year. Both parties shall have the right to terminate the contract by giving not less than three (3) months' notice in writing, but no earlier than at the end of the minimum duration agreed upon. If the contract is not terminated in due time, then it will automatically extend for another 12 months. All other services are charged monthly according to the records of the technician. The client must provide a valid purchase order at least 4 weeks before renewal.

3. LEVEL OF SUPPORT

The support is split between YouCon and the client as follows: the client is responsible for the 1st level support. If requests for 1st level support cannot be resolved, they will be handed over to the 2rd level support of YouCon. The 2nd Level Support is available for enquiries from a trained IT administrator. The availability of the 2rd level support is specified in section 7 (Standard Support). For this purpose, YouCon provides a technically qualified telephone support service in German and English language. The response times are only valid for remote availabilities. On-site assignments are considered separately. The 2rd level support helps with system errors and bug fixes. Unrestricted access to the installed systems of YouCon must be guaranteed by the client for the purpose of performing the services and in accordance with the security procedures agreed with the client, otherwise the SLA will be suspended until access is re-established. If access is not possible, YouCon will inform the client.

4. TECHNICAL REQUIREMENTS/ DUTIES OF THE CLIENT

YouCon expects a sufficient data network and suitable WAN/LAN/WLAN connections (50-100 Kbyte/s per active CTI user). The client must provide employees who have a good basic technical knowledge of the telecommunications environment as well as decision-making skills and the ability to configure new processes. These employees need to have a solid understanding of the client's process environment. The client must provide the necessary technical infrastructure for remote connections (VPN). Therefore, VPN access is required for the remote support and project work and needs to be provided during both the project and the maintenance agreement. On-site assignments will be charged separately unless required or initiated by YouCon (e.g., to fix an issue that requires on-site support but is not due to fault of Client).

The client must also provide the necessary licensing of YouCon independent solution (systems maintained by the client, e.g., Windows Server Licenses) in sufficient quantity, unless otherwise agreed by both parties. The client shall ensure that YouCon is able to directly contact the technical specialists of the manufacturer of the telecommunication solution and the manufacturer of the CRM/ ERP system installed.

5. HARD- AND SOFTWARE RECOMMENDATIONS

For each instance, the client shall provide a server (production, development, test, sandbox, redundancy if option chosen) or virtual machine with the following minimum dedicated requirements:

- Processor: 4 Core Processor
- Memory: 16GB RAM
- Hard disk space: 100 GB memory for application and logfile drives
- Operating system: min. Windows Server 2016 R2 or higher
  - Local admin user
  - File transfer possibility (up/download)
  - .NET Framework 4.5 or higher
  - MS IIS
- Database: MS SQL DB
  - min. 500 MB
  - SQL Login with db_owner rights
  - SQL Authentication
- File transfer possibility (up/download)
- Installed SSL certificates for secure connection

The vendor does not recommend installing any additional software such as antivirus applications to its middleware server. CTI is a real time application, and any other CPU, memory or HDD consuming application can have negative side effects. In case of performance issues YouCon advises the client to take appropriate measures to improve performance.

6. OPERATIONAL MANAGEMENT

The link|that CUBE as well as all necessary hard- and software components are operated within the client's data centers. The client provides the server environment and is responsible for valid Windows and SQL licences. This includes the middleware server(s), (link|that CUBE server(s)) as well as the necessary management and reporting servers, as well as all required application servers, etc.

YouCon is responsible for the following areas of operational management:
- Information about possible optimizations of the central system
- Advice to the client regarding new functions
- Early identification of impending errors and operational risks towards the client
- 2nd level support
- Regular monitoring of typical performance indicators such as hard disk, processor, and RAM usage in order to become aware of hardware bottlenecks in good time.
- Regular check of the Windows server event logs and services to detect errors related to the operating system or database well in advance.
- Regular check of the link|that CUBE-System solution and evaluation of the log files.

YouCon will inform the client about available updates in a timely manner. For every software change, whether it is delivered individually or cumulatively, the following documentation parts must be included:

- Description of the fixed error or of the error
- Description of the solution change
- Resulting updates to the system documentation
- Resulting updates to the user documentation

6.1. UPGRADES OF CLIENT INFRASTRUCTURE COMPONENTS

Updates, upgrades, patches, or changes to CTI related components (e.g., upgrade of telephony or CRM interfaces) conducted by the client must be reported to YouCon at least 8 weeks before the planned implementation. YouCon will then verify the compatibility and propose changes if necessary.

7. STANDARD SUPPORT

The Standard Support includes phone support, E-Mail support and remote services. The Standard Support includes the following services:

- 5x8 hours of support
- Response time within 4 hours
- Remote Support
- Any errors and user requests can be reported to the service hotline during the following service hours: Monday – Friday, 9am – 5pm (weekdays)
- If an error is reported by telephone, it is followed up by a ticket with the solution approaches already undertaken (e.g. a restart of certain services).

For a written error report, the client must provide the complete ticket history.
This includes, among others:
- A description of the error image
- The specific date (when did the error occur)
- Who is affected? Individual person, group, everyone. Agent name (name, agent ID, extension, customer phone number, number of persons affected)
- Affected systems
- Screenshots (if possible or necessary) / Previous client's activities to resolve the issue
- Reproducible – yes / no? / Steps to reproduction

In case of misconduct by client part which requires technical assistance, YouCon will reach out to the client for a mutual agreement on the arising costs. Optional support services and hours of support are available upon request.

8. REPORTING AN ERROR

The support includes support requests, issues, and the handling of problems. Support requests must be made in writing. In case of contacting YouCon support by telephone first, a written error report must be followed via ticket system. The SLA times (recovery times of faults) start when the error is registered in the ticket system. The client will receive a confirmation e-mail within the next 1-5 minutes.

For written error messages and user requests via ticket system "**https://support.linkthat.eu**" is available. For telephone error reporting the number "**+43.1.33.44044.XXXX**" is available.

9.   PRIORITIZATION OF ERRORS

If YouCon identifies a problem via an automatic monitoring system, YouCon will actively inform the client in a reasonable time (however, the client is not authorized to start the troubleshooting). Any report of an incident will be assigned a "priority" by YouCon.

Overview of the prioritization of errors

An error or malfunction of the CTI is defined as the non-availability of services or functions for users of the client. The error is resolved if it has been remedied by a permanent solution or by a workaround, and the client is able use the respective function without any restrictions. The rectification of a malfunction by a workaround and the final correction of the error are covered by this maintenance contract if the root cause is based on code or configuration errors of the link|that CUBE .

Errors due to misconduct by the client (e.g., due to disruptions to the client's infrastructure) or force majeure are not considered and must be notified separately in the reports (as "not SLA-relevant"). YouCon will reach out to the client for a mutual agreement on the arising costs for issues relating to changes to client environments or infrastructure.

9.1.   PROCESSING OF ERRORS

Priority	Response Time	Description	Example
I serious	**4 hours**	A Prio 1 error exists if the proper use of the CTI or any part of it is restricted. The error has a significant influence on the operation of the client or the security.	Several users have the same issue
II minor	**8 hours**	A Prio 2 error occurs when an impairment of use or parts thereof is slightly limited or only individual users or individual user groups are affected. The error has no significant influence on the operation of the client or the security.	Single user has an issue

YouCon is committed to the above response times.

9.2.   RESPONSE TIME

The response time starts at the point in time when the incident or interruption is reported to YouCon via ticket system and is the time at which the correction of an interruption or the processing of an incident is initiated.

The response time usually depends on the level of urgency of the incident. An interruption may be detected from either the incident report of the client (incident) or based on an independent surveillance alarm or other monitoring systems.

9.3. MAINTENANCE REPORT

YouCon will provide the following report.

Service Level & Activities Report

YouCon will provide the client with a regular report on the fulfillment of all service levels. This report is part of the service and will not be charged separately or compensated for with the offered maintenance fee.

All activities within the scope of the operations management regarding troubleshooting, software and hardware changes as well as performed services are logged by YouCon. Notification will be provided as to whether there will be a charge for each activity or not (included or not included in maintenance fee).

9.4. ADDITIONAL SERVICES

Additional services are invoiced according to the time required. These additional services are services that are not defined in section 7 (Standard Support). These include, but are not limited to:

- Unannounced changes in third-party systems and components of the customer or client (e.g. PBX, ACD, CRM, ERP, firewall and all other network components)
- All services outside the agreed maintenance times
- Error messages which, after analysis, do not have their cause in the link|that CUBE - system, such as incorrect user configuration in third-party systems (e.g. PBX, ACD, CRM, ERP), as well as bottlenecks in the network traffic (delays, timeouts, disconnections).
- Missing/expired certificates of the customer or client
- Change requests

10. TRAVEL POLICIES

YouCon only provides support services via remote connections. Reasonable travel expenses will be charged separately and must be approved in advance by the client. Any travel expenses must be claimed before departure and confirmed by the client with a valid purchase order.