

Service Level Agreement (SLA) Licensed & Hosted Products

Netop Business Solutions A/S

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1 Service Level Agreement

This Service Level Agreement defines terms and conditions for maintenance and support services performed by Netop Business Solutions A/S for the customer, in the following referred to as "the Customer".

The Service Level Agreement covers the following licensed products:

- Netop Remote Control
- Netop Live Guide
- Netop On Demand (perpetual license)
- Netop WebConnect (perpetual license)
- · Netop Mobile and Embedded
- Netop Vision Pro
- Vision ME
- · Netop Vision for Chromebooks

The Service Level Agreement covers the following hosted products:

- · Netop Live Guide
- Netop WebConnect (hosted by Netop)
- Netop OnDemand (hosted by Netop)
- · Netop Vision for Chromebooks (cloud components)

The Service Level Agreement is valid when the Customer has a valid subscription for products covered by the Service Level Agreement or perpetual license and the Customer is covered by the Netop Advantage Program.

Netop Business Solutions A/S reserves the right to change, amend, or revise the Service Level Agreement at any time.

Changes or revisions to the Service Level Agreement are effective when posted to www.netop.com.

2 Support Services

Netop Business Solutions A/S provides these maintenance and support services for the Customer:

- · Error report handling and incident management
- · Work-around solutions as and when needed

While The Service Level Agreement is valid and the Customer has a valid subscription for products covered by the Service Level Agreement or perpetual license and the Customer is covered by the Netop Advantage Program.

3 Incident Management

3.1 Requesting service or submitting incidents

Service requests and incident reporting must be submitted in English through the Netop global support services at www.netop.com.

3.2 Global support business hours

Netop Business Solutions A/S provides access to global support services to the Customer.

Netop global support handles requests about Netop Business Solutions A/S products and operations.

Netop global support is available for personal service on business days:

EMEA: Monday through Friday from 08.00 AM to 6:00 PM CET

Americas: Monday through Friday from 8.00 AM to 6.00 PM EST

3.3 Error reporting procedure

Requests by web form

Incidents can be reported in English to Netop global support using the support form at www.Netop.com/support/technical-support.htm.

All incidents are automatically associated with a case number and are visible to Netop support staff.

The Customer automatically receives the case number of the reported incident.

Requests by e-mail

An e-mail service, <u>casemanager@netop.com</u>, is available for submission of requests.

E-mail reply is provided during Netop global support opening hours. Incidents reported by e-mail will be registered by Netop global support.

The Customer automatically receives the case number of the reported incident.

3.4 Response and resolution times on software incidents

Severity	Response time	Resolution time
Critical	4 Hours	Up to 3 business days
High	Up to 1 business day	Up to 5 business days
Medium	Up to 3 business days	Software release cycle
Low	Up to 5 business days	Software release cycle

3.5 Response and resolution times on hosting incidents

Severity	Response time	Resolution time
Critical	2 hours	6 hours
High	8 hours	2 business days
Medium	1 business day	5 business days
Low	2 business days	10 business days

Response and Resolution definitions

"Response time" is defined as the time it takes for Netop Business Solutions A/S to confirm that the reported incident has been registered.

"Resolution time" is defined as the time it takes for Netop Business Solutions A/S to investigate and implement a resolution, or to investigate and confirm a reasonable time estimate for implementation of a resolution.

The definition of "response" is confirmation to the Customer that the incident was received and registered by Netop Business Solutions A/S help desk.

The definition of "resolution" is the sum of the involved phases it takes to resolve the reported incident by Netop Business Solutions A/S.

Response times and resolution times are effective within the standard global support opening hours defined in section 3.2 of this Service Level Agreement.

3.6 Severity definitions

Severity	Description
Critical	Highly critical impact on a product or live environment.
	 Catastrophic production problem which may severely impact the Client's production or live environment systems, causing loss of production data or service. No procedural work-around exists.
	Continued lack of availability.
	No work-around exists.
High	High impact on a production or live environment.
	 Problem where the Client's system is functioning but at severely reduced capacity. The situation is causing significant impact to parts of the Client's business operations and productivity. The system is exposed to potential data loss or interruption of service.
	Irregular service interruptions.
	No reliable work-around exists.

Severity	Description
Medium	Minor impact on a production or live environment.
	 A medium-to-low impact problem that involves partial non-critical functionality loss and may interrupt some operations but allows the Client to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to the Client's operation. This includes documentation errors.
	Minimal reduction or interruption of the business processes.
	Work-around exists.
Low	No direct impact on the production or live environment.
	 A general usage question or recommendation for a future product enhancement or modification. There is no impact on the quality, performance or functionality of the product.
	No reduction of the business processes.
	Work-around may exist.

A "work-around solution" is a temporary remedy required to eliminate an error. Work-around solutions may cause minor restrictions in system performance or available system functionality.

A "permanent fix" is the actions required to prevent the reoccurrence of an error and any underlying causes of a problem. When a permanent fix is implemented, the system is restored to full functionality and performance.

4 Exclusions

Netop Business Solutions A/S will make every effort to solve critical and high severity errors reported by the Customer within a reasonable time frame and to the satisfaction of the Customer.

Netop Business Solutions A/S is not obliged to prioritize or implement software feature requests from the Customer.

Netop Business Solutions A/S is not responsible for correcting any errors not attributable to Netop Business Solutions A/S. Errors attributable to Netop Business Solutions A/S are those that can be reproduced by Netop Business Solutions A/S on software which is either unmodified or modified by Netop Business Solutions A/S.

Netop Business Solutions A/S is not required to provide any maintenance or support services relating to problems caused by:

- Changes to the operating system or use of the software on equipment other than the equipment for which the software was designed and licensed, unless such changes are approved in writing by Netop Business Solutions A/S.
- o Any alterations of or additions to the software by parties other than Netop Business Solutions A/S, unless such alterations or additions are made at the direction of or with the written approval of Netop Business Solutions A/S.
- o Use of the software or service in a manner for which it was not designed, contrary to the proper use which is described in the documentation.
- o Accident, negligence, or misuse of the software.
- o Interconnection of the Software with other software products not supplied or approved in writing by Netop Business Solutions A/S.

Netop will provide product support in accordance with product lifecycle policy, which as a minimum provides 12 months support after version release. Once a version is terminated, support will be given at a best effort basis.

If Netop Business Solutions A/S does not agree with the severity classification of an error reported by the Customer, Netop Business Solutions A/S is entitled to escalate the classification within the organization of the Customer and Netop Business Solutions A/S.

5 Systems Management

To ensure an uninterrupted and predictable Service Level Netop Business Solutions A/S proactively collects statistics for the services covered by this Service Level Agreement.

Based on these statistics, Netop Business Solutions A/S performs maintenance and scales the services covered by the current Service Level Agreement.

5.1 Availability of software and services hosted by Netop Business Solutions A/S

Netop will ensure that solutions or services hosted by Netop Business Solutions A/S are available for at least 99.00 % in average per month measured over a period of three calendar months.

Availability is measured for the system as whole, excluding unavailability caused by public Internet unavailability beyond the control of Netop Business Solutions A/S.

The availability percent figure is calculated as shown here:

Available operation hours

----- x 100%
Agreed upon operation hours

The term "Available operation hours" means the agreed upon operation hours with subtraction of hours where the system or a part of it cannot be used for error free operation due to errors in the delivery, or where the response times do not fulfill the requirements.

Operational hindrances, which the Customer can be held responsible for, or disturbances from external sources - like power failure, errors in public data transmission network, etc. - are not subtracted from the available operation hours.

The agreed upon operation hours is defined as 24 hours per day, 365 days per year minus planned hours where the hosted solution or service is taken down for maintenance.

Netop Business Solutions A/S is not liable for errors made worse as a result of a failure by the Customer to timely notify Netop Business Solutions A/S of alarms or errors in the system, or if the Customer fails to take appropriate corrective action in accordance with the standard maintenance instructions, resulting in an error or outage.

5.2 Backup and Restore plan

All services covered by this Service Level Agreement are backed up every day.

The backup data is placed at a secure external location to ensure data separation.

Netop Business Solutions A/S will store backup data for no more and no less than 7 days.

If it is deemed necessary to restore service data from a backup, the restore process can impact the service availability for up to 2 working days.

The objective of the backup and restore plan is to ensure that Netop Business Solutions A/S is able to respond to a disaster or other emergency that affects information systems and minimize the effect on the operation of the business.

5.3 Service Windows

Maintenance window

Standard server maintenance window is scheduled for the last Sunday in each month.

EU-Environment: 10.00pm – 04.00am CET US-Environment: 10.00pm – 04.00am PST

To ensure stability and minimum impact on production environment the timing and planning of modifications in the production environments are coordinated internally in Netop according to ITIL Change Management procedure.

Upgrade window

This window is planned according to the roadmap for the product or service in question and is communicated via official release notes or service notifications to the Customer.

To ensure minimum impact on other processing activities the timing and planning of modifications in the production environments are coordinated internally in Netop according to ITIL Change Management procedure.

5.4 Communication about emergency maintenance

In case of emergency maintenance due to fatal errors in the production system or fatal errors in the software, an emergency service window will be communicated to the Customer.

5.5 Communication about disturbance or downtime

In case of unscheduled downtime or instability of the services covered by the current Service Level Agreement, information will be communicated to the Customer.

The communication will contain the following information:

- A timestamp of the downtime or instability.
- A description of the impact on the Customer's services or configuration.
- · An estimated resolution time.

6 Professional Services

Netop's Training and Implementation services help customers improve efficiencies, reduce risk, save time and offer a quicker return on investment from your Netop solutions.

Based on our experience of proving secure remote support solutions we have developed various Professional Services Packs, which meet the needs of most common customer environments. Packs can be purchased in multiples and combinations to suit your requirements. Additional services can also be provided for maximum flexibility.

Our list of professional services pack consist of:

• Enterprise – Designed for larger enterprise environments that have invested in a combination of our Netop Remote Control solutions. These environments are typically more complex with dispersed support teams and require a number of Netop server modules. This offering includes a single training pack and is subject to a maximum of 5 delivery working days.

- **Standard** Designed for small-to-mid sized organizations who have typically invested in a combination of our Netop remote Control solutions. This offering includes a single Training pack and is subject to a maximum of 3 delivery working days.
- **Upgrade** Designed for existing customers who need to transition to an updated version of any our Netop Remote Control solutions. This offering includes a single Training Pack and is subject to a maximum of 2 delivery working days.
- **Communication** Designed for new and existing customers who have invested in our Live Guide solution for online chat, audio and video collaboration. This offering includes a single Training pack and is subject to a maximum of 3 delivery working days.
- **Training** Designed for new and existing customers who need to provide training services for users and administrators of our Netop Remote Control, Live guide and Education solutions. The pack is subject to a maximum of 1 delivery working day.
- Extra Additional services available for customers that can be customized and can include focus on specific modules such as Security Server, WebConnect, Gateway, On Demand and Mobile & Embedded. The pack is subject to a maximum of 1 delivery working day.

The Pack can be delivered both remote and on the customer site. If the customer chooses one of our representatives to visit on-site to deliver any of the packs he/she is subject to the coverage of travel expenses associated with it.

At the acquisition of any of the above packs the customer will receive a list of prerequisites he/she needs to complete before delivery. Once completed Netop reserves a time limit of maximum 20 working days to schedule the delivery of professional service to the customer.