Xantaro UK Ltd

XCARE BASIC & XCARE BASIC BRING-IN

Service Definition

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1. XCARE - XANTARO MAINTENANCE SERVICES

Xantaro offers maintenance services for hardware and software as part of incident management. This document describes the maintenance services and Service Level Agreements (SLAs) and defines their content. An upgrade to a higher service level is possible within the contract term. This must be applied for, but there is no entitlement to implementation. A downgrade is excluded within the contract term.

1.1. SLA overview

1.1.1. XCare Basic

- <u>24/7 XTAC Hotline Service</u>
  Within the scope of Incident-Management, the customer will have access to a 24/7 Hotline to assist with identifying and verifying the reported problem.

- <u>Software update delivery</u>
  Xantaro will provide software updates and upgrades in accordance with the vendor's license agreement. This applies only for components currently under contract. Xantaro will provide the software as a download via the Xantaro FTP Server.

1.1.2. XCare Basic Bring-In

- <u>24/7 XTAC Hotline Service</u>
  As part of incident management, a 24/7 hotline is available to the customer for support in identifying and verifying any faults that occur.

- <u>Software update delivery</u>
  Xantaro will provide software updates and upgrades in accordance with the vendor's license   agreement. This applies only for components currently under contract. Xantaro will provide the software as a download via the Xantaro FTP Server.

- <u>Hardware delivery (Basic Bring-In)</u>
  Free of charge delivery of replacement parts after Return Material Authorisation (RMA) confirmation through the vendor. The replacement part will be delivered once the defective component has been returned to the vendor with vendor SLA.

1.2. Scope of the XTAC

The Xantaro Technical Assistance Centre (XTAC) is the core of Xantaro's support services. Here Xantaro receives and tracks all incoming problem reports and coordinates the supply of support services. The XTAC is accessible 24/7 via a redundant service hotline. Certified system engineers and consultants, who also work on current projects, take care of the reported problems whilst maintaining up to date knowhow. As a central point of contact for the customer, XTAC takes all necessary and reasonable measures to assist the customer in resolving the problem.

The customer can monitor the problem resolution process via the web interface to Xantaro's ticket system. XTAC will coordinate solution possibilities via direct communication with the customer on a regular basis. Automated escalation processes will be effective according to the reported problem priority. When required, the XTAC will coordinate Field Service and logistics within the agreed timeframes of the maintenance contract.

Upon request and at additional charge, Xantaro may also provide general consulting to the customer. Such consulting may include the configuration, installation and handling of the products.

1.3. Requirements for service provision

Xantaro expects that the customer's staff who are in charge for calling XTAC are technically qualified to report problem records with the required Software Registration Codes, License Keys or Activation Keys. If the XTAC determines there is a lack of proper technical qualification, a solution to this issue will be agreed upon on the next quarterly service meeting.

1.4. Fault handling priorities

Any faults that occur are categorised by Xantaro into the following priority categories according to the respective service impact:

Prio 1 (Critical)   Total network failure or ongoing instability of critical functions
→ There is a massive disruption to critical services and the impact to the business is critical.

Prio 2 (High)   Partial power failure or sustained impairment of critical functions
→ There is a disruption to critical services, the impact to the business is high.

Prio 3 (Medium)   Network functions are disrupted without having a serious impact on the production environment
→ Important services are only indirectly affected, the impact to the business is minor.

Priority 4 (Low)   Need for clarification regarding a configuration, software or features
→ Currently no important services are affected, there is no impact to the business.

If the customer does not agree with the prioritisation by Xantaro, the parties shall mutually agree on a prioritisation of the faults. Any agreement on prioritisation is subject to the consent of the vendor of the affected product. Xantaro shall take all reasonable measures to obtain the consent of the respective vendor.

The priority category may be lowered by providing a workaround, if and insofar the service impact of the problem after the workaround matches such lower priority category i.e. priority 1 and 2 problem reports will be lowered to priority 3 after a workaround has been provided and tracked and as provided there is no massive impact to a production environment and important services are not directly impacted. Unless the problem is resolved, the priority of the problem may only be lowered if mutually agreed upon.

Provision of a workaround can be omitted if it can only be achieved through unjustifiable effort and expenditure. This is the case, when Xantaro's work and expenses for providing such remedy or workaround would exceed the annual support fee of the respective Service Voucher. In this case, the parties agree mutually and in good faith upon the continuance of the support service for the respective product.

1.5. Response and service times

The XTAC will always respond to fault messages within the defined **response time** with a qualified expert callback. The following times apply to the priorities defined above:

	Response time	Service time	Update interval
Prio 1 (Critical)	15 minutes	24/7	every 4 hours
Prio 2 (High)	1 hour	24/7	every business day
Prio 3 (Medium)	8 hours	Monday to Friday 07:00-19:00 (local time UK)	every 3 business days
Prio 4 (Low)	24 hours	Monday to Friday 07:00-19:00 (local time UK)	once a week

To ensure that **response times** are adhered to, the customer must **always report Prio 1 and Prio 2 faults by telephone**.

The customer must describe faults in as much detail as possible and provide the necessary system information depending on the component and vendor. If the fault description is not sufficient, Xantaro will point this out to the customer and prioritise the fault after completing its own analysis, if applicable.

1.6. Escalation

The escalation of faults with priorities 1, 2 and 3 is controlled via the Xantaro ticket system depending on the respective categorisation. If necessary, the responsible XTAC employee escalates the process to the next higher level according to the following escalation matrix:

	Prio 1	Prio 2	Prio 3
Chief Executive Officer	16 hours	96 hours	N/A
Head of Solutions & Services	8 hours	48 hours	N/A
Technical Support Manager	4 hours	24 hours	N/A
Service Manager/ Service Delivery Manager on duty	1 hour	4 hours	5 days

The responsible persons can be reached at the following contact details:

Chief Executive Officer	Martin Czermin +49 891 89171333 mczermin@xantaro.net
Head of Solutions & Services	Manuel te Laak +49 175 2266496 mtelaak@xantaro.net
Technical Support Manager	Michael Grumme +49 170 2061947 mgrumme@xantaro.net
Service Manager/ Service Delivery Manager on duty	+49 180 5002857

Xantaro notifies personnel changes to the escalation matrix in writing in compliance with the functional escalation.

1.7. Remote support

Remote support includes access to contract components via remote diagnostics and maintenance facilities of Xantaro. The provision of remote support services requires that the customer provides suitable access options for the contractual components. If remote support cannot be provided via existing, secure IP connections (SSH or similar), Xantaro will inform the customer on request of the costs for the installation of the necessary technical equipment and will carry out the connection on the basis of a separate order and invoice.

1.8. Contact us

Xantaro Technical Assistance Centre (XTAC)

Xantaro Deutschland GmbH
Schanzenstraße 39
51063

Tel: +44 203 608 1365*
e-mail: xtac@xantaro.net
Web: https://www.xantaro.net / https://www.xantaro.net/xtac-support/

*Up to 16p per minute from a UK landline, and maximum 65p per minute from a UK mobile. Prices may vary, please check with you telecommunications provider for detailed information.

2. SOFTWARE UPDATE SERVICE

2.1. Scope of services

Xantaro provides the customer with any software updates and software upgrades that the vendor may release and which are covered by the vendor's software service free of additional charge, or if such updates or upgrades are available from the vendor without additional cost. In case the vendor charges extra fees for such updates or upgrades that provide additional features, the customer may purchase such updates or upgrades from Xantaro.

The customer ensures that all contractual components are operated with a software version that is supported by the vendor. However, an update or upgrade to a more recent software version may become necessary in the course of troubleshooting. If the customer refuses such an update or upgrade, for example because the more current version is associated with a loss of functionality, Xantaro will endeavour, as far as reasonably possible, to rectify the error on the basis of the existing software version.

2.2. Rights to delivered software

Delivered software is subject to the conditions of the respective software licence of the vendor, which is enclosed with the products and can be obtained from the vendor or Xantaro on request. Xantaro cannot grant the customer any further rights than those granted by the vendor's software licence.

Software that was delivered during an update or upgrade replaces the previous software. In particular, the license of the updated software will remain restricted to the specific serial number of the respective hardware component.

The customer will not hold Xantaro responsible for any damages that result from the usage of software in violation of the vendor's software license.

2.3. Installation of updates/upgrades

The customer is responsible for the installation of the software updates. Upon request and for a separate fee, Xantaro can support the customer with the testing and/or installation of the software. The maintenance services are dependent on the fact that versions of the software supported by the vendor are installed on the contractual components. Xantaro will notify the customer upon request about upcoming software updates and upgrades, if the customer has no access to such information from the vendor.

3. HARDWARE REPAIR OR REPLACEMENT SERVICE FOR XCARE BASIC BRING-IN

3.1. Initiation of the Return Material Authorisation (RMA) process

As soon as an XTAC engineer determines that a hardware replacement is necessary, a note "RMA accepted" will be applied to the ticket. Upon application of this note, the hardware exchange process begins. The time stamp of the "RMA accepted" note governs the beginning of the delivery time defined below. The XTAC engineer will apply the "RMA accepted" note immediately upon determination that a hardware replacement is necessary.

3.2. Return of the defective contract component

The customer will receive an unsolicited **RMA identification number** for the return of the defective contract component.

The customer will ensure that the defective contractual component is sent to the following address within five (5) working days to the following address:

Edge Networks (UK) Ltd
FAO Logistics
20 Highnam Business Centre
GL2 8DN
Gloucester
Gloucestershire
United Kingdom

UK: +44 203 608 1365
DE: +49 221 35558-634
E-mail: rma@xantaro.net

The customer shall bear the cost of returning the defective product.

Only those parts of the defective contractual component for which a replacement is to be supplied are to be returned. Packaging that guarantees adequate protection against transport damage must be used for the return shipment. The **RMA identification number must be** clearly visible on the parcel and the return label. Particularly in the case of cross-border shipments, the contract component must be correctly labelled as an RMA component.

The agreed service level for spare parts deliveries shall no longer apply as soon as the customer submits **RMAs** for more than two (2) units of identical and more than five (5) units of different contract components within ten (10) **working days** (RMA overrun). Notwithstanding the foregoing, Xantaro will endeavour to provide the customer with the best possible maintenance support in the event of RMA overruns and to maintain the agreed service level.

3.3. Dispatch of replacement components

Upon receipt of the defective contractual component, Xantaro will carry out the RMA process with the corresponding vendor. After receiving a replacement component from the vendor, Xantaro will send it to the customer at its own expense. There is no entitlement to a new replacement component. Upon request, the customer will immediately provide the XTAC employee with the relevant address information.

The delivered replacement component will replace the defective contractual component upon delivery to the place of use. Any rights that existed in the defective contractual component (e.g. through retention of title) shall continue to exist unchanged in the replacement component when the replacement is carried out.

3.4. Replacement of the contract component at the customer

The customer is responsible for removing the defective contractual component and installing the replacement component, installing and configuring the software.

3.5. Additional obligation of the customer

The customer guarantees that the maintenance services can be carried out without delays, insofar as this is the responsibility of the customer. The customer will provide Xantaro with the vendor-specific information required for troubleshooting and handling the vendor's **RMA process.**

3.6. Relocation of contract components

A relocation of the contract components is permitted nationally without restriction. Xantaro must be notified of the relocation in advance or within five (5) working days. The relocation of contract components internationally is only possible to a limited extent and must be notified to Xantaro in advance.

3.7. Replacement of dead-on-arrival (DOA) components

Dead-on-arrival is defined as new goods that are faulty or defective within 30 days of delivery by the vendor. The prerequisite for a DOA exchange is that the vendor of the component offers/supports a DOA procedure. The vendor's rules apply to the exchange.

The 30-day period begins with the delivery of the component by the vendor to Xantaro. It is therefore recommended to test the component immediately upon receipt.

There is no entitlement to a DOA exchange for orders under warranty and deliveries delayed at the customer's request. The customer has the option of reporting faulty or defective contractual components within the scope of the warranty or the **RMA process.**

If the components were purchased through Xantaro, Xantaro will replace DOA components at no additional cost to the customer and organise the shipment of a replacement component by the vendor.

The time for DOA replacement is not subject to the timeframes and escalation process of this Service Level definition.

4. SERVICE BEGINNING

The XCare Basic & XCare Basic Bring-In maintenance services are generally available after ten (10) **working days** following confirmed receipt of the order (service-ready).

For maintenance services that require activation or registration in the vendor portal by the customer, full service is only available after successful activation or registration.

5. GLOSSARY

- **Working day**: Monday to Friday, excluding public holidays in the UK

- **Response time**: Timeframe between time of reported problem and initial contact to the customer (depending on problem priority)

- **Return Material Authorisation (RMA)**:
  - the **RMA process** describes the procedure for returning a defective contract component
  - The **RMA confirmation** by the manufacturer takes place after checking the contract data of the defective contract component
  - The **RMA identification number** is used for the clear allocation of returns of defective contract components

- **Service time**: Timeframe in which a problem report will be worked on (depending on problem priority)

- **Update interval**: Interval of continual problem report updates to the customer

- **Workaround**: Interim solution for fault correction until a final and durable solution is found