Xantaro UK Ltd

XCARE SOFTWARE

Service Definition

Legal information

This document contains confidential information and is subject to the copyright of Xantaro UK Limited, insofar as it can be protected. Unauthorised use and disclosure of this document or the information it contains may result in the forfeiture of a contractual penalty. Disclosure to third parties is only permitted in accordance with the confidentiality obligations if this is absolutely necessary for processing the project, the individual provisions of the confidentiality agreement are also fulfilled in the person of the third party and the reference to the customer project and to Xantaro UK Limited as the author is maintained.

Product designations used in this document may be subject to third-party rights. Their free usability is not guaranteed.

Despite the utmost care and endeavours, errors may occur in individual cases due to the complexity of the elaborations. Xantaro UK Limited cannot accept any liability for such errors. Insofar as the document is the result of a chargeable service, the liability and its limitation from the service relationship applies.

xantaro

Table of contents

xantaro

1. XCARE - XANTARO MAINTENANCE SERVICES

Xantaro offers maintenance services for hardware and software as part of incident management. This document describes the possible 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 Software

- <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.

- <u>Vendor portal access</u>
  Xantaro provides portal access for the software products under maintenance as part of the web services provided by the vendor.

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 re-ported 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 lo-gistics 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

The Xantaro expects that the customer's staff who are in charge for calling XTAC are technically qualified to report the failure. 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 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	Gerold Arheilger +49 171 2894815 garheilger@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 sup-port cannot be provided via existing, secure IP connections (SSH or similar), Xantaro will in-form 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 Germany GmbH
Jungfernstieg 7
20354 Hamburg

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 software updates or upgrades approved by the vendor and included in the vendor's maintenance for free download, provided that these are also available from the vendor at no extra charge. If software updates or upgrades with an extended range of functions are only available from the vendor for an additional charge, the customer can purchase this software from Xantaro.

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 installation of the software.

The maintenance services are dependent on the software products under contract being operated in a version of the software supported by the vendor. Xantaro will inform the customer on request about the software versions supported by the vendor if the customer does not have access to the vendor's information.

3. SERVICE START

The maintenance services XCare Advanced NCD & XCare Advanced Plus NCD are generally available after ten (10) **business 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.

xantaro

4. GLOSSARY

- **Business day**: Monday to Friday, excluding public holidays in Germany

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

- **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

- **Advance delivery/advance replacement**: Delivery of a replacement component to ensure network operation in accordance with the agreed SLA (before the vendor's RMA process begins)

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