# **Schedule 3 - Service Level Agreement**

## **Service Level Agreement**

#### 1. Service Levels

#### **Level 1 support**

Filters Help Desk calls and provides basic support and troubleshooting, such as password resets, simple configurations, ticket routing and escalation to Level 2 and Level 3 support. May also escalate to IT applications support or call for outside vendor maintenance (Level 4), as needed. A Level 1 tech gathers and analyzes information about the user's issue and determines the best way to resolve their problem. Level 1 may also provide support for identified Level 2 and Level 3 issues where configuration solutions have already been documented.

#### Level 2 support

may also share work with Level 3. Level 2 generally handles advanced configuration issues, platform troubleshooting, software installations, hardware and network integration. They handle escalated issues that Level 1 support is not equipped to handle. Level 2 will sometimes escalate to Level 3, depending on the issue and the way the Help Desk operates. Depending on the Help Desk organization, a level 2 tech may either 1) be limited to only solving known issues and escalate new issues to level 3; or 2) be authorized to research and implement fixes for new issues and only escalate to Level 3, if it is out of their skill set or ability to solve.

#### Level 3 support

Troubleshooting, configuration, database administration, and repair for platform, network, infrastructure, Data Center, file shares, and other infrastructure issues. Besides always having the ability to deploy solutions to new problems, a Level 3 tech usually has the most expertise in a company and is the go-to person for solving difficult issues.

The 3rd Line Support provided by DotParse is available during normal business hours, 8.00 a.m. - 5 p.m. (CET) Business Days.

#### 2. PROBLEM AND DEFECT CLASSIFICATION

- 1. Based upon DotParse's classification in the Trouble Report, shall classify the Defects and Problems according to the following:
  - 1. Priority Critical. Involves a severe technical or financial impact for Customer, or a severe disturbance problem affecting a specific area or the whole system.
  - 2. Priority Major. Involves an important, but not critical, technical or financial impact for Customer, or an important but not critical problem effect on the functioning of the system.
  - 3. Priority Minor. Involves a minor technical or financial impact for Customer, or a minor problem with a minor effect on the functioning of the system.

- 2. Reclassification of a Defect/Problem may be done by mutual agreement between DotParse and the Customer. DotParse might also change a classification made by the Customer if, in DotParse's reasonable opinion, an unmotivated high classification is requested. Change of a classification should always be notified to the Client.
- 3. DotParse undertakes to provide the Customer with statistics of support matters that have been reported and to illustrate the need for corrective measures (to be taken or already carried out) as agreed. The work shall be followed up at the follow-up meetings.

#### 3. TROUBLE REPORT AND NOTIFICATION

- 1. Trouble Reports. Customer shall notify DotParse' of Defects and requests for Problem solution by a Trouble Report. The Trouble Report shall be posted via DotParses' Support Portal and shall include the following information, as appropriate:
  - Contact Person at Customer with contact information.
  - Information about the latest product patches installed.
  - Affected environment (system type).
  - Suggestion for Defect/Problem classification and a description of the Defect/Problem, defining the classification of the Defect or Problem.
  - Estimated number of Customers affected.
  - A description of the command(s) and procedures that reveal the Defect/Problem.
  - A short description of the fault and its impact on system performance.
  - Whether the Customer/Supplier has created the non-functioning component/function.
  - Which company in the system is affected?
  - In which user interface does Customer experience the problem (Customer Portal, Technical interface, Service Provider or Customer Service)
  - Name of the non-functioning component
  - Whether the non-functioning component/function has previously functioned. If yes; has any changes been made by Customer/Supplier? If no: is the Defect/Problem previously reported?
  - Step-by-step instruction of how the Defect/Problem is reproduced.
  - If possible, The Customer should try to reproduce a Defect/Problem before sending a Trouble Report to DotParse.
- 2. Notification of Trouble Report.
  - Request for Support shall be registered via email on support@dotparse.com

### 4. RESPONSE TIME AND PROGRESS UPDATE

- 1. Initiation of Support.
  - 1. Defects. DotParse shall confirm receiving a Trouble Report from Customer and the Support shall be initiated within the below stated time frames. DotParse further undertakes to use

- reasonable commercial effort to solve and/or remedy the Defect within the time frames stated below.
- 2. Problems. The progress update and resolution objective time frames set forth below does not apply to Problem solution, but only to Defect correction. DotParse does not warrant to solve any or all Problems but merely to handle Problems on a best commercial effort basis.

#### 2. Service Levels.

- 1. Support shall be provided according to the following service levels:
  - Initial Response: time needed to handle a Trouble Report in order to provide either a first response, or an action plan. An initial response log is tracked in the Support Portal.
  - Progress Update: State of progress according to the steps described within the action plan.
  - The progress update is evidenced by a communication between The Customer and DotParse and a log is tracked in the Support Portal.
  - Resolution Objective. All Problems reported by Customer and considered as Defects must be categorized under this section 2 of this Service Level Agreement.
- 3. Both parties agree on the following objective for initial response and progress Update:

| riority   | Initial<br>Response   | Progress<br>Update     | Resolution Objective  |
|-----------|-----------------------|------------------------|---|
| Critical* | 4 Hours               | 1<br>Business<br>Day   | The Supplier will use reasonable commercial efforts to provide a work around or to deliver a plan for action/solution for the Defect in 2 business days.  This plan describe either: Workaround or Project Plan for a solution or In production Roadmap |
| Major*    | 1<br>Business<br>Day  | 2<br>Business<br>Days  | The Supplier will use reasonable commercial efforts to provide a work around or to deliver a plan for action/solution for the Defect in 4 business days.  This plan describe either: Workaround or Project Plan for a solution or In production Roadmap |
| Minor*    | 2<br>Business<br>Days | 10<br>Business<br>Days | action/solution for the Defect in 15 business days.  This plan describe either: Workaround or Project  Plan for a solution or In production Roadmap   |

#### 5. PROCEDURE

- 1. Critical Problems/Defects, On Site Support.
  - For Problems/Defects classified as "Critical", DotParse shall, where appropriate, first create a
    Workaround and thereafter a final solution. Such temporary and final solutions shall be
    completed within the period of time stipulated above. In addition to sending in a "Critical"
    Trouble Report in writing, DotParse undertakes to give notification of such a Trouble Report by

telephone. Critical services shall primarily be provided by telephone support. However, after every reasonable attempt has been made to resolve the problem by telephone contact with DotParse's technical support organization deems that Defects/Problems are of such complicated nature that it cannot be reasonably solved through such support, then DotParse, in its sole discretion, may provide "on-site" support by sending an expert to the relevant site within 24 hrs from the receipt of such request. DotParse may require remote access to collect problem determination data and initiate appropriate diagnostic routines to further identify and solve the problem. DotParse shall at the Customers request help and facilitate to gain permission for such remote access. On Site support is not included in the standard fee for Support and Maintenance. If DotParse is of the opinion that on-site support is required to resolve the Defect/Problem, DotParse will inform the Customer and if the Customer agrees to on-site support, such support will be charged and The Customer shall pay for such on-site support on a current account basis at DotParse hourly fees stated in the Price List for Professional Services in effect from time to time. Should the Customer not desire on site support DotParse shall use reasonable commercial efforts to solve the Defect/Problem, however the terms and conditions stipulated in section 4 above shall not apply.

- 2. Procedure On Site. On arrival at the site the expert shall:
  - 1. Analyze the Defect/Problem and consult with DotParse before any actions are undertaken to rectify the Defect/Problem.
  - 2. Once the actions to rectify the Defect/Problem have been identified and agreed between DotParse's expert and approved if required by the Customer, carry out the work necessary to rectify the Defect/Problem, or if agreed, instruct DotParse personnel on actions to be taken.
  - 3. In connection with on-site support provided for above:
    - 1. DotParse personnel shall always accompany the expert on site or stay in contact over phone or other media unless otherwise agreed to by DotParse.
    - DotParse will provide DotParse with reasonable access to DotParse's own support expertise and resources.
  - 4. On-site support shall be considered completed when a reasonable solution of the Defect/Problem is reached. In addition to completing a critical case, the encountered Defect/Problem may result in a Trouble Report. Thus, if applicable, DotParse shall account for a permanent correction to the encountered Defect/Problem. A permanent correction shall be included in regular Patch releases or comprise the answer on a Trouble Report.
  - 5. In connection with on-site support provided for above:
- 3. Escalation. When response times etc. as stated above has been exceeded, each single Support request from DotParse will be escalated to DotParse Operations Manager. Priority " Critical" shall immediately be escalated to DotParse VP Operations.
- 4. Contacts. The Authorized Personnel shall be the only employee of DotParse who shall communicate with the Eligible Callers. In addition to these contact persons ensuring the daily performance of Maintenance and Support Services, each party agrees to appoint back-up Eligible Callers and Authorized Personnel. Contact between the Customer and DotParse shall be made via DotParse's Support Portal, as further described in clause 1.

#### 6. GENERAL CONDITIONS

- 1. Services Limited Warranty. DotParse shall perform all of the 3rd Line Support described in this Appendix B in a, diligent, competent and professional manner. DotParse acknowledges and agrees that all DotParse 3rd Line Support is provided upon a reasonable commercial effort basis.
- 2. Products Limited Warranty. Workarounds, Bug Fixes and Fixes provided pursuant this Appendix B are provided "AS IS" and without warranty of any kind and DotParse expressly disclaim all warranties and/or conditions, express or implied, including, but not limited to, the implied warranties and/or conditions of merchantability or satisfactory quality, fitness for a particular purpose or non-infringement. The Upgrades and Patches provided pursuant to this Appendix B are provided pursuant to the warranty accompanying the license agreement governing such Products. DotParse specifically disclaims any and all express or implied warranties including without limitation merchantability or fitness for any particular purpose.
- 3. Supported Versions. To be eligible for the 3rd Line Support, the Products to be supported must be the most current, or previous two versions to the current revision of Products. This 3rd Line Support shall terminate immediately and without notice upon termination or expiration of the license agreement(s) for the DotParse Products covered by the 3rd Line Support.
- 4. Hardware. The hardware on which the Products is installed must be and remain the hardware on which the Products was originally installed or hardware approved by DotParse and such hardware must be kept in an operating environment, which is in accordance with the specifications set forth in the manual furnished with the hardware.
- 5. Operating Systems. The operating system/s and release/patch level of such operating system/s on which the Products is installed must be approved by DotParse.
- 6. Network Failure. DotParse shall not be liable for any delay, or impossibility to perform, which is due to network failure or any other disturbance in the access to the Products.
- 7. Obsolete Versions. Should, in DotParse's opinion, the Problem be an issue related to Customer's use of outdated versions of operating system, integrated or interactive applications, DotParse may recommend a new version as correction. Should Customer not accept DotParse's recommendation in this respect, DotParse shall have the right to terminate the 3rd Line Support pursuant to this Appendix B towards such Customer without liability to DotParse.
- 8. Sub-Contractors. DotParse may, at its option, designate a third-party contractor to provide the DotParse Support offering to DotParse hereunder on behalf of DotParse. The appointment by DotParse of such an authorized representative shall not relieve DotParse of its obligations hereunder.
- 9. Right to Charge for Action Outside Support Scope. DotParse reserves the right to charge the Customer for all action taken required by DotParse outside the scope of the DotParse Support at the DotParse then prevailing prices for Support service.