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Service Level Agreement

Support & Maintenance Services

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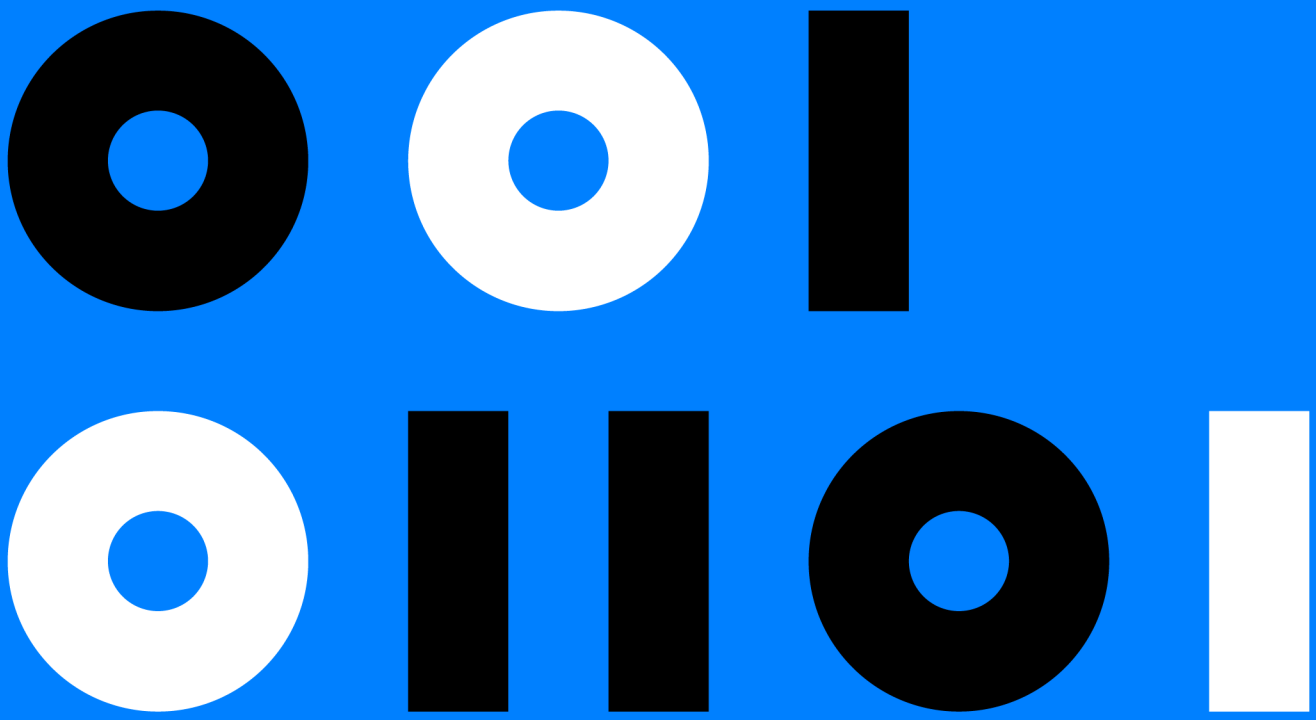

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Definitions

In this Agreement and the Annexes hereto, the following capitalized terms have the following meaning:

'Agreement'	means the contractual Agreement between Customer and Supplier.
'Business Day'	means Monday through Friday, 9.00 to 17.00, excluding local holidays.
'Business Hours'	means the hours between 9.00 to 17.00 on a Business Day.
'First Line Support'	means configuration (changes); configuration backup; collecting information (traces, dumps); administration; upgrading;
'**Response Times**'	means the time taken for an Nomios engineer to contact the Customer from the point an incident has been raised with Nomios.
'Services Life Cycle'	means the stage in which a product or service is encountering at that specific time.
'Customer'	means a customer who has purchased Product and/or Services as stated in Annex A from Nomios to operate its own business.
'DoA'	dead on arrival means a Product that fails at initial power-up. Products breaking within an initial timeframe after power-up also classify as DoA. Length of timeframe varies per Vendor.

'Documentation'	means operating manuals, user instructions, technical literature and other written materials ordinarily provided by Vendor with Product.
'EoL'	end of life means a product at the end of the product lifecycle which prevents users from receiving updates. Vendor rules of operation are leading.
'EoS'	end of service means that Nomios will not be under obligation to perform support services of any kind for the affected hardware or the embedded operating system software supporting the affected product. Vendor rules of operation are leading.
'Incident'	means an unplanned interruption to or quality reduction of an IT service.
'Maintenance Release'	means a Release of the Software designated by incrementally increasing the last digit (Z +1) of the version number in the format of X.Y.Z designating the Release.
'Managed Services'	Means a subscription service consisting of either operations, detection and/or response services as specified and agreed in the SoW and can include Managed SIEM or Managed NOC Services.

'Minor Release'	means a Release of the Software designated by incrementally increasing the second digit (Y+1) of the version number designating the Release.
'Nomios'	means Nomios B.V., and its subsidiaries, and/or its authorized (technical) service representative(s).
'NTAC'	means Nomios 24/7 Global Technical Assistance Center.
'Permanent Solution'	means a resolution to a Problem that (i) causes Software and/or Hardware to substantially conform with the Documentation; and, (ii) restores the service and operation of the Product without any material loss of functionality. Any Permanent Solution required hereunder will be delivered in Vendor' next regularly scheduled major Release.
'Priority 1 Incident'	means any fault in a supported Product that causes a catastrophic impact to mission critical functionality (including in respect of end user). Examples of Priority 1 Incidents include total loss or continuous instability of mission critical functionality. Customers production network or system is down causing Customers and /or its end users to experience a total loss of service or instability to use a feature or functionality that is currently relied upon for mission critical functionality.
'Priority 2 Incident'	means any fault in a supported Product that causes a significant impact to mission critical functionality. Examples of Priority 2 Incidents include issues that are impairing, but not a total

	loss of mission critical functionality, intermittent issues that affect mission critical functionality, inability to deploy a feature that is not currently relied upon for mission critical functionality or loss of redundancy of a critical Hardware component.
'Priority 3 Incident'	means any fault in a supported Product that causes minimal performance impact to Customers business operations. Examples of Priority 3 Incidents include issues in the network or on the System that are not causing impact to mission critical functionality, non-repeated issues that have impacted mission critical functionality but have since recovered, issues seen in a test or pre-production environment that would normally cause adverse impact to a production network, time sensitive questions or information requests, or workaround in place for Priority 1 or Priority 2 issues.
'Priority 4 Incident'	means any non-conformance to Documentation that has no impact on to Customers business operations. Examples of Priority 4 Incidents include information requests, standard questions on configuration or functionality of equipment, non-urgent RMA requests or cosmetic defects.
'Product'	means Hardware, Software, Documentation for Vendor' products.
'Release'	means a newly introduced version of the Software identified by three digits in the form of X.Y.Z.
'Resolution'	means an Incident has been resolved and the supported Customer Hardware and or Software is

	working in accordance with the relevant Vendor specifications.
'Restoration'	means a temporary or Permanent Solution to an Incident which negates the impact of the Incident on the Customer Hardware and or Software. What can conclude a temporary solution.
'Response time'	Means the time taken for an Nomios engineer to contact the Customer from the point an incident has been raised with Nomios.
'Second Line Support'	means the following interim level of support and maintenance services: in-depth Incident analysis; Incident duplication; and Hardware / Software diagnosis and verification of Incident(s).
'Service Option'	means one of the support packages described in chapter 7 of this SLA.
'Service Request'	means a formal request from a Customer that initiates a service action which has been agreed as a normal part of service delivery
'Service Level'	means a measurement of the performance of a system or service.
'Services'	means the maintenance and support delivered, including, without limitation, First-, Second- and Third-Level Support.

'Site'	means the physical location where the Hardware is installed.
'SLA'	means an agreement between an IT service provider and a customer. The SLA describes the IT service, documents service level targets, and specifies the responsibilities of the IT service provider and the customer.
'Software'	means the machine-readable object code, whether incorporated in the Hardware or delivered separately, and includes Releases.
'Supported Release'	means a Release that is (i) not older than three releases from the most recent Release, or (ii) not older than eighteen months.

1. Applicability

This Service Level Agreement for Support & Maintenance Services ("**Service Level Agreement**") shall apply to and be valid only for Service Options and Availability and Products purchased by the Customer. This agreement will also apply to future Vendor Partner Services purchased from Nomios, unless otherwise agreed to between the Parties in the applicable SoW or Agreement.

The Nomios General Terms and Conditions (or - if applicable between the Parties – the Master Services Agreement, whichever the case may be, either referred to as the "**Terms**") are applicable to this Service Agreement and do form an integral part of this Service Agreement. The Nomios General Terms and Conditions are available at https://www.nomios.com/general-terms.

In the event of any inconsistency between this Service Agreement and the Terms, the order of precedence set out in the Terms will determine will apply.

This Service Level Agreement – together with the other documents that form the Agreement, as defined in the Terms - constitute the entire understanding between the Parties concerning the support and maintenance services supplied by Nomios to Customer in accordance with the terms of this agreement and supersede all prior discussions, agreements and representations, whether oral or written and whether or not executed by Nomios and Customer with respect to the Services.

2. Term of Agreement

This Service Level Agreement shall become effective on the Start Date (as defined in the SoW) and will stay effective for an initial term of three (3) years unless another End Date has been agreed between the Parties and set out in the SoW. The Term will automatically be extended by periods of one (1) year without written notice, unless terminated in writing by either Party 3 (three) months prior to the End Date.

3. Incidents

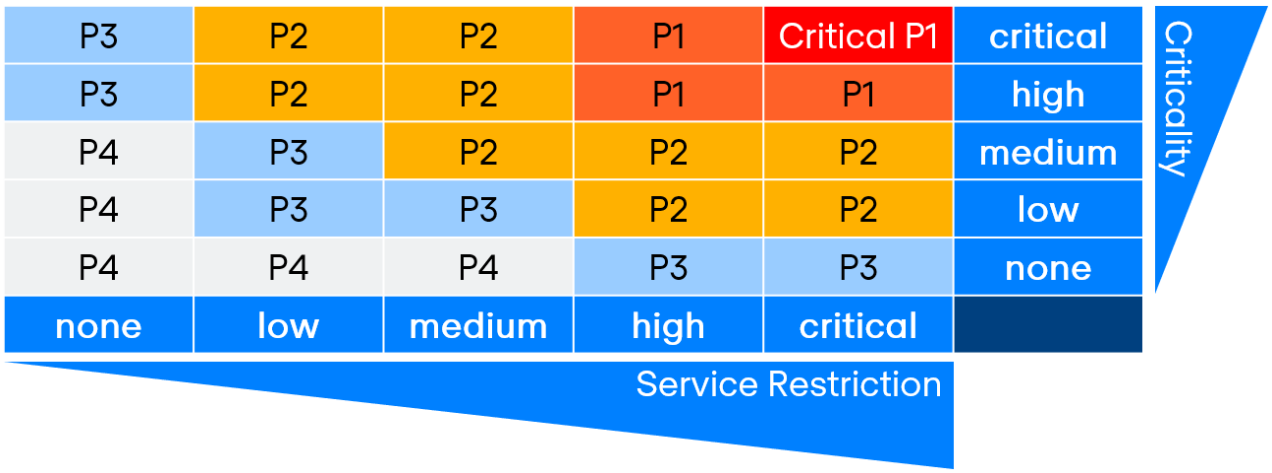
Incidents are defined as unplanned interruptions to – or the quality reduction of – an IT service. The Nomios Technical Assistance Centre delivers Incident Management Services under the agreement – for which the scope has been set out in this Service Level Agreement. The purpose of Nomios' Incident Management is to recover normal service operation as soon as possible after an Incident has been detected.

The Service Levels described in Service Level Agreement will apply to the part of Customers' install base for which the Customer has purchased a support contract with Nomios which is active at the time of the Incident occurring.

3.1. Incident Priority

3.1.1. Customer Business Impact matrix

The figure below shows the Incident prioritization according to the CBI classification. While guidance is provided through the below matrix, Customer always determines the Priority on which the Incident is logged and handled.



3.1.2. Dimension Service Criticality

In general, the service criticality is either agreed with a customer and documented in the CBI assessment as integral part of the contract or is predetermined according to the General Terms and Conditions of a service. For the Service Level Agreement between Customer and Supplier, services for which the CBI is predetermined are part of the defined service chains for Customer, therefore the criticality recorded in the CBI assessment is in all cases decisive.

Value	Criticality	Indicators
Critical	• Service/system/device supports core business processes of the Customer.	• Service/system is essential to support core business processes of the Customer.

Value	Criticality	Indicators
	• Most important Customer services/systems regarding his business success.	• Disruption directly causes high financial loss. • Legal regulations are violated (as the case may be with damage of image).
High	• Service/system/device supports important business processes of the Customer.	• Core business of the Customer is highly impacted or important business activities are not possible. • Considerable financial loss for the Customer.
Medium	• Service/system/device of medium importance with respect to the Customer's business processes.	• In case of disruption the Customer's core business is not impaired at all or only to a limited degree (indirectly). No direct financial loss.
Low	• Service/system/device of small importance (e.g. only used in some units of the Customer organization). • Small importance with respect to the Customer's business processes.	• Service/system does not support core business processes, but secondary processes (support processes) only. • The business may be continued without the service/system without direct financial loss for the Customer.

3.1.3. Dimension Service Restriction

The level of Service Restriction is determined for each incident. The following characteristics serve as a guide to accurately determine the value:

Value	Service Restriction (Symptoms)	Examples/Indicators
Critical	• Function of the service/system/device fails completely.	• The complete service is not available. • A complete cluster or a stand-alone device dropped out.
High	• The function of the service/system/device is widely unavailable. • High risk of total breakdown.	• A single device of a cluster dropped out. High risk of total breakdown. • Considerable delays in response times. • Extensively restricted performance.
Medium	• The function of the service/system/device is partially unavailable.	• A single device of a cluster dropped out. Medium to small risk of total breakdown. • A single service of a service cluster is not available.
Low	• A component of a system dropped out impairing the functionality.	• Small impact on performance. • There are alternatives to continue working.

4. Key Performance Indicators (KPI)

In addition to setting the Priority Levels for reported Incidents, both Nomios and the Vendor aim to escalate Incidents in accordance with the targeted escalation times defined in this Chapter. Failure to meet these targeted times will not constitute a breach of Nomios its obligations under the Agreement.

4.1. KPI targets

For each of the four Incident Priorities, KPIs are defined. These mark the most critical information on efficiency and success of the service delivered. The table below shows operational targets related to the priority level.

	P1	P2	P3	P4
Response	15 min	30 min	2 hours (during Business Hours)	4 hours (during Business Hours)
Restoration	4 hours	8 hours	48 hours (during Business Hours)	72 hours (during Business Hours)
Resolution	7 days	10 days	15 Business Days	30 Business Days
Updates	2 hours	4 hours	On request	On request
Initial Root Cause Analysis (iRCA)	3 Business Days	On request	-	-
Time to site in case of Hardware Faults	Depends on the Service Options and Availability purchased by the Customer (as per Section **Error! Reference source not found.**)			

Escalation				
Incident Manager (during office hours)	15 min	1 hour	8 days	15 days
Duty Manager (outside office hours)	15 min	1 hour	8 days	15 days
Operations Manager	1 hour	2 hours	8 days	15 days
Operations Director	2 hours	4 hours	15 days	30 days

4.2. KPI Incident response

Incident response times depend on priority classification. Nomios' response time calculation is based on standard support hours (meaning Business Hours during weekdays or 8x5), except for Priority 1 and Priority 2 incidents, which will be handled on a 24x7 basis. The table below shows the resolution time targets related to priority level.

Priority	Response time	Target level		Support window
1	15 min	70%	98% ≤ 30 min	24x7
2	30 min	70%	98% ≤ 45 min	24x7
3	2 hours	70%	98% ≤ 4 hours	8x5 (Business Hours)
4	4 hours	70%	98% ≤ 8 hours	8x5 (Business Hours)

The Incident response is measured as follows:

Incident response target time	
Data gathering	Incident response times are obtained from the service ticket timestamps

Method	Realized response times are automatically calculated in the service ticket, taking into account the support window related to the incident priority.
KPI calculation	Monthly percentage of incidents responded to within the set target time, against the total number of incidents opened.

4.3. KPI Incident restoration

Incident restoration times depend on priority classification. Restoration time calculation is based on the standard support hours (8x5), except for (critical) priority 1 and priority 2 incidents. These will be handled on a 24x7 basis. The table below shows the restoration time targets related to priority level.

Priority	Restoration time	Target level		Support window
1	4 hours	70%	98% ≤ 7 hours	24x7
2	8 hours	70%	98% ≤ 11 hours	24x7
3	48 hours	70%	98% ≤ 55 hours	8x5 (Business Hours)
4	72 hours	70%	98% ≤ 85 hours	8x5 (Business Hours)

The Incident response is measured as follows:

Incident restoration target time	
Data gathering	Incident restoration times are obtained from the service ticket timestamps
Method	Realized restoration times are calculated in the service ticket, taking into account the support window related to the incident priority.
KPI calculation	Monthly percentage of incidents responded to within the set target time, against the total number of incidents opened.

4.4. KPI Incident resolution

As with the other KPI's, Incident resolution times depend on priority classification. Resolution time calculation is based on the standard support hours (8x5), except for (critical) priority 1 and priority 2 incidents. These will be handled on a 24x7 basis. The table below shows the resolution time targets related to priority level.

Priority	Resolution time	Target level		Support window
1	7 days	70%	98% ≤ 11 days	24x7
2	10 days	70%	98% ≤ 14 days	24x7
3	15 days	70%	98% ≤ 19 days	8x5 (Business Hours)
4	30 days	70%	98% ≤ 40 days	8x5 (Business Hours)

The Incident resolution is measured as follows:

Incident resolution target time	
Data gathering	Incident resolution times are obtained from the service ticket timestamps

Method	Realized resolution times are calculated in the service ticket, taking into account the support window related to the incident priority.
KPI calculation	Monthly percentage of incidents resolved within the set target time, against the total number of incidents solved.

5. Responsibilities and obligations

5.1. Customer obligations

Customer will be responsible for helping Nomios solve the Incident by providing the information needed and making changes required by Nomios or Vendor. This is referred to as First Line Support and includes but is not limited to the following:

5.1.1. Maintaining Supported Releases

All Software Releases provided to Customer shall be subject to the terms of the license agreements that apply to the underlying Software or to amended license terms included with the Software Releases. Customer is not required to install every Software Release on Customer's System(s) as they become available from Vendor.

However, Customer acknowledges that in order to obtain Support for Incidents with Software that is not a Supported Release and which cannot be corrected by implementation of a pre-existing Workaround or Permanent Solution it may be required to upgrade to a Supported Release to address any such Incidents.

5.1.2. Network Access

For any Incident, Customer will provide Nomios and/or Vendor access to the affected network environment and will assign a technical contact. Furthermore, if Nomios or Vendor determines that their technical personnel need access to the Customer's network in order to remotely diagnose an Incident, Customer will ensure that they have the necessary level of authorized access to such network. Customer shall have the right to observe such access.

5.1.3. Staffing

Customer shall make available support engineers who are trained on Vendor's Products. Customer's support engineers must be proficient in the operation of such Products and be able to perform basic Hardware and Software configuration and troubleshooting. All written communication between the parties relating to customer issues, Incidents and responses is preferred to be conducted in English. Customer shall pay for Support rendered by Nomios and or Vendor due to failures resulting from service performed by unqualified Customer personnel.

5.1.4. Configuration files

Customer is responsible to maintain a backup of the configuration that can be used to restore the Product and restoring this backup at the request of Nomios.

5.1.5. System Information

In order for Nomios to provide the appropriate level of Support promptly and efficiently, Customer must provide to Nomios the following information for each Product while raising an Incident.

- Company and contactname
- Contactdetails: phone number and email address
- Vendor name, Product model number for the defective hard-/software
- Product serial number for the defective hard-/software
- System serial number of the base unitthe faulty part is installed in (when applicable)
- Detailed description of failure and troubleshooting performed to isolate cause
- Relevant log files
- Screenshots (when relevant)

If Customer physically moves any Product from the original Site to another location Customer must notify Nomios immediately to update their support contract. Prior to Nomios receipt of such notification Nomios shall not be liable for any lapses in service coverage or hardware delivery delays with respect to such System.

5.1.6. Ticket logging

Customer will log all new Cases through the Nomios Support Portal, after which a Ticket will be created. For Priority 1 and Priority 2 Incidents the Customer will also notify Nomios by telephone (in addition to logging the Case in the Nomios Support Portal). Priority 3 and Priority 4 Cases shall be logged in the Nomios Support Portal but will only be addressed during Business Hours.

When opening a new Case, Customer will ensure that the relevant information detailed in Clause 5.1.5 System Information is included.

5.2. Nomios obligations

Nomios shall provide Second Level Support and Third Level Support, via telephone, email, or on-site for the Incidents in accordance with the agreed Service Availability set out in Clause 6 of this Service Level Agreement. For Incidents that require involvement of Vendor, as the original equipment manufacturer, Nomios will handle the escalation to the Vendor.

5.2.1. Availability NTAC

Nomios shall ensure NTAC is available for technical support during the times set out in chapter 4. Service availability.

5.2.2. Skilled personnel

Nomios shall ensure that skilled personnel will be available to provide technical support during opening times of NTAC.

5.2.3. Case tracking

Nomios provides Customer with the possibility to view and monitor all open and closed Service Requests. A login ID and password will be provided to Customer by Nomios on request. The Nomios Support Portal can be found at: https://support.nomios.com

For each Incident, Nomios shall provide the Customer with: Second and Third Level Support; make Minor Release, Major Release and Maintenance Releases and applicable documentation available via FTP or Web; and support for Hardware and Supported Releases.

5.3. Exceptions and limitations

Services that Nomios is not obligated to provide to Customer are set forth below. If Nomios agrees to perform any excluded service, Nomios shall invoice Customer at Nomios their rates then in effect. Nomios is not obligated to provide support for: (a) third-party components not provided by Vendor or Incidents associated with such components; (b) Incidents with Product that has been modified by someone other than Nomios or Vendor; (c) Incidents relating to incompatibility of the Product with third-party devices; (d) Product that is damaged other than through acts and omissions, negligence and/or wilful misconduct of Nomios or its employees; (e) Incidents caused by the use of the Product other than in a recommended environment, as set forth in the Documentation; (f) Incidents with Software that is not a Supported Release; (g) Incidents with hardware or parts thereof that are three years past their EOL date; (h) Software that is three Releases or 18 months old, whichever is more recent.

6. Service Options and Availability

6.1. Nomios Technical Assistance Centre (NTAC)

In case of Priority 1 and Priority 2 Incidents, NTAC is opened 24 hours a day, seven days per week ("24x7") – including public holidays – for remote support.

Priority 3 and Priority 4 Incidents can be opened 24x7 through the web portal but are only going to be addressed during Business Hours.

Country	Phone number	Webportal / Email
Belgium	+32 (0)38 083129	https://support.nomios.com support@nomios.com
Germany	+49 6996 758392	
Poland	+48 22 490 87 11	
The Netherlands	+31 (0)71 7501526	
United Kingdom	+44 1256 274058	
United States	+1 888 2377576	

Product code	Product description
SVCi-TAC-247	Nomios Technical Assistance Center Services – 1 Year • 24x7 Access to Nomios Technical Assistance Center for service request creation • Support with advanced troubleshooting and issue qualification and prioritization • Incident management: tracking the issue using Nomios ticketing system • Ticket resolution coordination with 3rd parties (vendor) • Support with configuration questions
SVCi-TAC-85	Nomios Technical Assistance Center Services – 1 Year • 8x5 Access to Nomios Technical Assistance Center for service request creation • Support with advanced troubleshooting and issue qualification and prioritization • Incident management: tracking the issue using Nomios ticketing system • Ticket resolution coordination with 3rd parties (vendor) • Support with configuration questions

6.2. On-site Certified Engineer

A Certified Engineer may be part of the delivered service depending on the chosen Service Options and Availability by Customer.

In case of Priority 1 and Priority 2 Incidents, Certified Engineers are available 24 hours a day, seven days per week ("24x7") – including public holidays – for on-site hardware replacements.

Priority 3 and Priority 4 Incidents can be opened 24x7 through the web portal but are only going to be addressed during Business Hours.

6.3. Advanced Hardware Replacement

The applicable details relating to Advanced Hardware Replacement (including RMA) are dependent on the chosen Service Options and Availability by the Customer, as set out in the Quote as issued by Nomios. The applicable process and details to such process are set out in the DAP.

6.4. Third-line Vendor Maintenance

7. Service Fees, Invoicing and Payment

The support service fees are stated in the quote provided by Nomios which is used by the Customer to place the order. Nomios shall invoice Customer, prior to the first day of service commencement or yearly renewal, for the total yearly fee. Customer shall pay the invoice within the agreed payment terms after the invoice date. Unless stated otherwise, all prices under this Service Level Agreement are exclusive of any taxes.

8. Information Security & Privacy

Security Incidents

An information security incident is described as a risk or a risk that has manifested itself by compromising the Confidentiality, Integrity, or Availability of Customer information assets.

[insert text to define break-fix only, no soc services included with standard support. Include extra cost for incident response going beyond normal 2nd / 3rd line support]

The Information Security Incident handling process follows the same steps as normal incidents.

- Nomios Breach
- Device Breach
- Vulnerability (Vendor Product)

Priority	Impact description	24x7	Response time
P0	Incident could cause extreme damage to the interests of Customer. It would normally inflict harm by virtue of very serious financial loss, severe loss of profitability or opportunity, grave embarrassment or seriously damage Customers' brand and reputation, and/or that of their customers or partners	Yes	15 min
P1	Incident could cause serious damage to the interests of Customer. It would normally inflict harm by virtue of serious financial loss, severe loss of profitability or	Yes	15 min

	opportunity, grave embarrassment or seriously damage Customers' brand and reputation, and/or that of their customers or partners.		
P2	Incident could cause significant harm to the interests of Customer. This would normally inflict harm by virtue of financial loss, loss of profitability or opportunity, embarrassment or damage Customers' brand and reputation and/or that of their customers or partners.	Yes	30 min
P3	Unauthorized disclosure, particularly outside the organization, would be inappropriate and inconvenient; however, if this information were to be disclosed to a third party, it could provide a commercial advantage.	No	2 hours
P4	All other incidents	No	4 hours

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