

SUPPORT SERVICES AGREEMENT

This Support Services Agreement sets out the terms upon which the Company agrees to provide the Support Services and is subject to the Company's current Standard Terms and Conditions (the "Standard Terms and Conditions"). In the event of a conflict between this Support Services Agreement and the Company's Standard Terms and Conditions, this Support Services Agreement shall govern and control.

Definitions

The following words shall have these meanings ascribed to them respectively as follows. All other specific terms used herein shall have the meanings ascribed to them in the Company's Standard Terms and Conditions.

"Business Hours" means the hours from 09:00 local time to 18:00 local time in the Company time zones.

"Client" means the legal entity as defined in the Standard Terms and Conditions.

"Company" means the entity as defined in the Standard Terms and Conditions.

"Incident" or "Incidents" means a support incident isolated to a single issue/problem.

"Products Covered" means the products covered by this SSA described in a Support Services Order Agreement ("Products Covered").

"PSA" means a Professional Services Agreement.

"Service Desk" means the web application in which tickets for Incidents are entered and the dedicated Company personnel and resources tasked with the receipt, logging and resolution or workaround for Incidents.

"Service Request" means a request from the Client for information or advice and for a change to or additional access to the Subscription Services for which additional charges may apply.

"Services" means the services provided by the Company to the Client pursuant to this SSA and specified in a Support Services Order Agreement.

"SLA" means Service Level Agreement as defined in Scope of Services.

"SSA" means this Support Services Agreement.

"Standard Hourly Rate" means the Charge rate per man, per hour, payable by the Client in consideration of the supply by the Company of the Professional Services and is defined in the Support Services Order Agreement.

"Company Time Zones" observed are the following time zones with applicable Daylight Savings when appropriate: CET (Central European Time), WET (Western European Time), GMT (Greenwich Mean Time), EST (Eastern Standard Time), CST (Central Standard Time), MST (Mountain Standard Time) and PST (Pacific Standard Time).

"Workdays" means Monday through Friday except public holidays.

1 General

1.1 This SSA describes the Services delivered to Client to support the use of the Products Covered.

1.2 Client must maintain active subscriptions or maintenance plans with the software vendor(s) for the Products Covered or Company may cancel this agreement without providing any further Services. In such a case, Client is not entitled to a refund of any amount, whole or prorated as agreed in the Support Services Order Agreement.

1.3 Any Services charged are subject to the terms and conditions of the PSA.



- 1.4 All amendments and variations to this SSA shall not be valid unless agreed in writing by a duly authorized representative of the Company.

2 Company Responsibilities

- 2.1 Company must provide support to Client according to the Scope of Services below.
- 2.2 Company must ensure that the necessary knowledge and resources are available for resolving incidents.
- 2.3 Company will ensure that all requests are properly resolved.
- 2.4 Company will monitor and ensure progress on open incidents.
- 2.5 Company will provide feedback to Client about expected delivery of solutions of workarounds.

3 Client Responsibilities

- 3.1 The Client must ensure that all requests are submitted according to the channels defined above
- 3.2 The Client must ensure remote access to Company consultants working on Service Requests.

4 Service Request and Response Process

- 4.1 All new Service Requests must be entered by sending an email with detailed description of the incident to help@eleqtus.com or by entering a ticket at the Service Desk address <https://help.eleqtus.com/> as shown in [Appendix 1](#).
- 4.2 Our Dispatch Team will review the Service Request and assess the scope and priority.
- 4.3 If the Service Request is considered non-support, but rather an enhancement or a change to the system, an estimation will be done subject to the PSA. If it is assessed that the work will take more than 4 hours, a Work Order will be generated and sent to the Client for approval.

5 Scope of Services

- 5.1 Service Level Agreement (SLA)
 - 5.1.1 The SLA covers Incident Management (response and troubleshooting) for a service request. Service levels and response times are described below in [Appendix 2](#). In respect of the Support Services Order Agreement the Company will provide Support Services in accordance with the terms of this SSA.
 - 5.1.2 The Basic SLA has coverage during Business Hours only.
 - 5.1.3 The Pro and Premium SLA may be extended with 24x7 access for Severity B incidents.
- 5.2 Advisory services (add-on for Pro and Premium plans only) include proactive services to advise Client on critical upgrades, security patches etc.
 - 5.2.1 Annual health checks of the Lasernet installation by Client request are included.
 - 5.2.2 Metrics will be provided at each month end on Incident support tickets.
- 5.3 Escalation management (add-on for Pro and Premium plans only) is a proactive Incident Management service where a senior manager is following up with Client on Severity A incidents hourly until resolution.
 - 5.3.1 There are 8 incidents included with the service. Additional incidents may be billed at 0.25 hour per incident per hour until resolution.
- 5.4 Account management (Pro and Premium) is a service where Company assigns a dedicate Services Account Manager to the Client for direct access and follow-up.

5.5 Standby services are available upon request and will be charged as follows:

5.5.1 Workdays during Business Hours: A Standby Fee is charged at 4x the Standard Hourly Rate and includes 4 hours of Standby and Services. Additional hours are charged at the Standard Hourly Rate.

5.5.2 Workdays outside of Business Hours: A Standby Fee of 1x the Standard Hourly Rate is charged. It does not include any Services. All Services are charged at the Standard Hourly Rate + 50%.

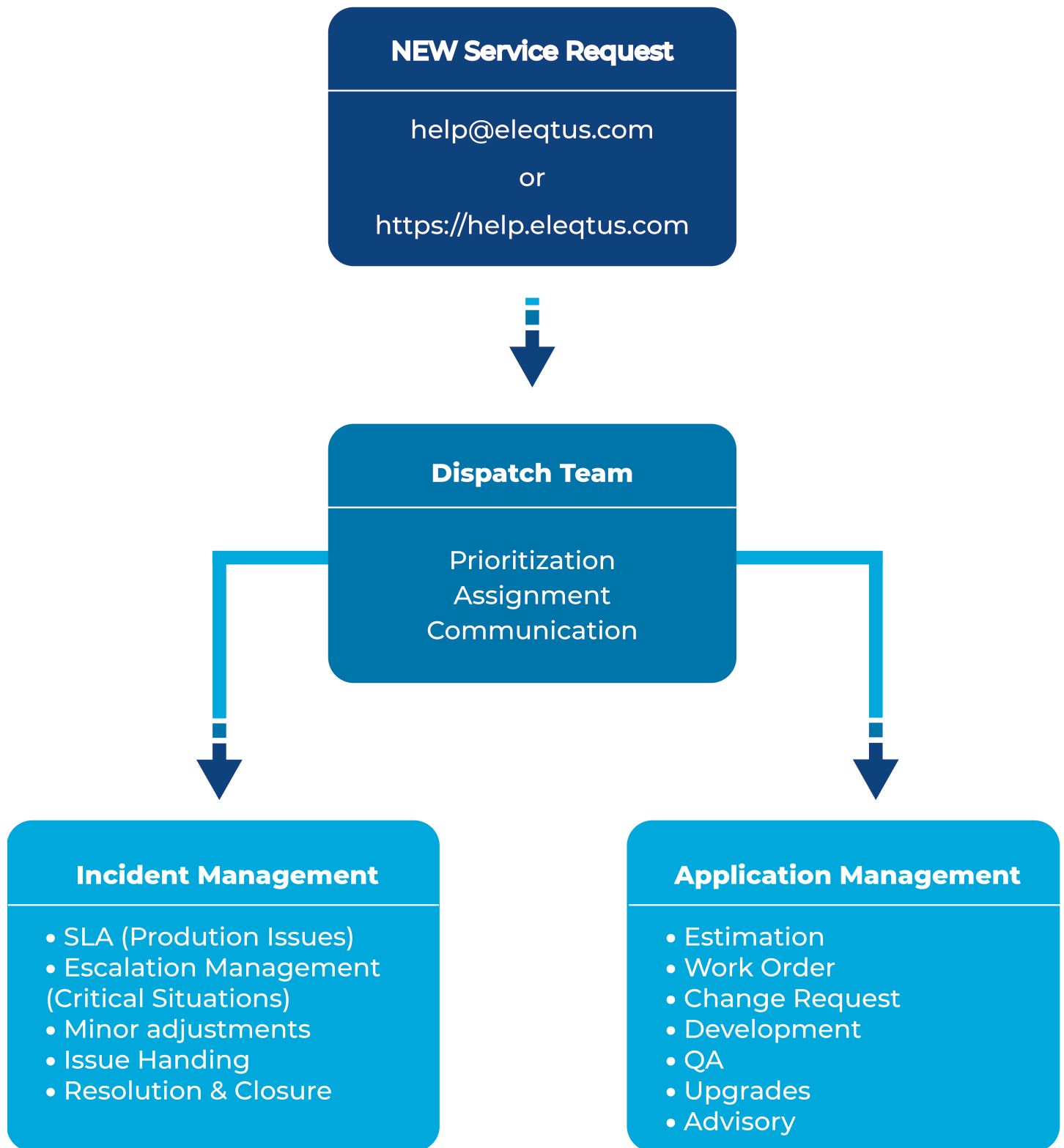
5.5.3 Weekends and Bank Holidays: A Standby Fee of 2x the Standard Hourly Rate is charged. It does not include any Services. All Services are charged at the Standard Hourly Rate + 100%.

5.6 If onsite visits are requested, travel time will be charged at 50% of the Standard Rate.

5.7 All reasonable travel and subsistence costs of carrying out the services (including expenses for airfare, hotel, taxi, meals etc.) are to be reimbursed by the customer.

5.7.1 Company agrees to comply with any travel policy that the Client has in effect at the time of travel.

Appendix 1 – Service Request and Response Process



Appendix 2 – SLA Matrix

Level	Situation	Initial Response Time	Expected Client Response
Severity A	Critical business impact Client's business has significant loss or degradation of services, and requires immediate attention.	Basic: N/A Pro: <1 hour Premium: <1 hour 24x7 access	When you select Severity A you confirm that the issue has critical business impact, with severe loss and degradation of services. The issue demands an immediate response, and you commit to continuous, 24x7 operation, every day with the support team until resolution, otherwise we may at our discretion decrease the Severity to level B. You also ensure that we have your accurate contact information.
Severity B	Moderate business impact Client's business has moderate loss or degradation of services but work can reasonably continue in an impaired manner.	Basic: <4 hours Pro: <2 hours Premium: <2 hours Business hours (24x7 access available)	When you select Severity B you confirm that the issue has moderate impact to your business with loss and degradation of services, but workarounds enable reasonable, albeit temporary, business continuity. The issue demands an urgent response. If you chose 24x7 when you submit the support request, you commit to a continuous, 24x7 operation, every day with the support team until resolution, otherwise, we may at our discretion decrease the severity to level C. If you chose business-hours support when you submit a Severity B incident, we will contact you during business hours only. You also ensure that Microsoft has your accurate contact information.
Severity C	Minimum business impact Client's business is functioning with minor impediments of services.	Basic: <8 hours Pro: <4 hours Premium: <4 hours	When you select Severity C you confirm that the issue has minimum impact to your business with minor impediment of service.

- Company shall provide best efforts in determining the solution and, if the solution is resolvable with Company or Client resources only, then Company will attempt at providing a guaranteed resolution time as soon as possible.
- If the solution is deemed to require a third party, such as a software or infrastructure vendor, then Company will not be able to provide estimated resolution times.
- Company will keep Client update on progress via the Service Desk.