

Servoy support level agreement - SuLA

1. SuLA levels/types.

In the Product Order Form the agreed Support level is indicated. In this document the details per level are indicated.

SuLA level		Coordinator	Monthly maximum Support hours *	Response time **	Response time Blocker items ** / ***	Discount on additional Support hours	Discount on Training	Discount on Conferences	Fee per month
A	<i>Part of the License</i>	No	<i>Not applicable</i>	<i>best effort</i>	<i>5 days</i>	<i>Not applicable</i>	<i>Not applicable</i>	<i>Not applicable</i>	<i>Not applicable</i>
B		No	4	40 hours	8 hours	15%	50%	20%	€ 1,500.00
C		No	10	8 hours	4 hours	20%	50%	20%	€ 3,500.00
D		Yes	25	4 hours	2 hours	25%	50%	20%	€ 7,500.00

* Once these Support hours have been used during the relevant month; all additional Support hours will be invoiced at the Servoy's then-current hourly consulting rate. Support hours cannot be passed on/transferred from one month to any other/subsequent month.

** Response time during the SuLA support windows; see below par 6.

*** Most critical Bugs (Blocker) must be reported to a live person of Servoy by phone.

2. TECHNICAL SUPPORT GENERAL PROCESS

Servoy utilizes a 3 step support model for problem & feature resolution:

- Qualification
- Resolution design
- Start of the Resolution

When initial contact with Servoy is made, a team member of Servoy will validate all information details relevant to the question or issue. Once all relevant information is available, the case is considered qualified. Part of this is separating issues into Bugs, feature requests, technical questions and other questions. Required information for a case to be qualified is described in Addendum 5 as attached hereto. A unique case number will be assigned and delivered to the contact person by Servoy, either verbally, via web request or via e-mail. This case number will be used to track any given issue from initial contact to final problem resolution. All cases can be monitored in the support system at <https://support.servoy.com>.

Once a case is qualified, the resolution for it is designed and if applicable presented to Partner/End-User. After resolution approval by Partner/End-User, the designed resolution will be planned and implemented.

The response time between a question/case and the provision of a qualification is called: T1.

The time between a qualified question and resolution design is called: T2.

The time between an approved resolution design and start of resolution is called: T3.

3. CONTACTING SUPPORT

All cases must be entered into the case system of Servoy which can be found at <https://support.servoy.com>. If Partner/End-User is entitled to phone support, the numbers are:

USA Dial: + 1 866 489 5147 (support level agreement) - NL Dial: +31 (0)20 229 3641

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4. COMMUNICATIONS

Extreme severity situations (Blocker) may require the parties to use the telephone for immediate communications. The parties will follow up such communications using: <https://support.servoy.com>. For tracking and recording purposes, each party is responsible for funding the cost of this communication at their own location. In circumstances where materials have to be exchanged using facsimile, courier services, or other delivery services, each party is responsible for funding the cost of these exchanges at their own location.

5. NON SERVOY'S BUGS/ERRORS

If during the normal Support processes and appropriate management review, Servoy believes that a problem reported by Partner/End-User may not be due to a Bug, Servoy will notify Partner/End-User accordingly. In such event Partner/End-User may instruct Servoy:

1. to proceed with problem determination at its possible expense as set forth herein; or
2. that Partner/End-User does not wish the problem to be further pursued at its expense.

If Partner/End-User requested Servoy to continue with the problem determination at its expense and Servoy determines that the problem was not caused by a Bug, Partner/End-User shall pay Servoy at the Servoy's then-current standard hourly consulting rate at a time and material basis for all work performed in connection with such determination (including the discovery time spent), plus reasonable related expenses incurred therewith.

Partner/End-User shall not be liable for the payment of the Servoy's then-current standard consulting rates in the event:

- a. Problem determination or repair to the extent problems has been caused by a Bug; or
- b. Work performed after Partner/End-User has notified Servoy in writing that it no longer wishes problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by Servoy). If Partner/End-User instructs Servoy that it does not wish the problem pursued at its possible expense or such determination requires effort in excess of Partner/End-User's instructions, Servoy may, at its sole discretion, investigate the issue without any liability.

6. SUPPORT WINDOWS

There are 2 types of Support windows:

5 (working days) * 12: Extended business hours 7AM-7PM

5 (working days) * 8: Normal business hours 9AM-5PM

The support window/working days are depending on the SuLA type as agreed upon the Product Order Form as well as the timezone of the Servoy branch providing the Support.

- USA time zone is PST
- NL time zone is CET

7. DESIGNATED CONTACTS

Servoy requires that designated contacts be identified with person-specific e-mail addresses.

- a. It is important to know and authenticate with whom Servoy is working; person-specific e-mail addresses assist in identifying valid contacts.
- b. The Partner/End-User can always "cc" their Support alias (if they have one and if they so choose) and

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Servoy will "reply all" in the Support request response, alleviating concerns the Partner/End-User has on situations where the contact who originally initiated the request for Support is "out of the office" but the organization has other support experts on hand working the issue.

- a. All Partner/End-User personnel contacting Servoy for Support must be familiar with the latest Major Release of the Software and the current issue as to which Partner/End-User requires assistance.
- b. Partner/End-User agrees that contact with Servoy will be through a limited number of contacts.

8. SUPPORT HOURS

Servoy agrees that as part of the Support, Partner/End-User shall be entitled to the number of hours of Support per month based on the agreed SuLA level. In the case an issue is qualified as a Bug, time spent by Servoy to qualify, investigate, design a resolution, plan and resolve the same does not count towards these Support hours.

9. COORDINATION (Level D)

For the SuLA level (*D*), Servoy will dedicate a coordinator to assist in facilitating escalation. The coordinator is a non-technical representative, whose goal is to build close relationships and promote an understanding of infrastructure and processes. Some work items (especially those associated with critical situations) may need to be expedited. In such event, Partner/End-User will notify Servoy of the critical situation (Blocker) and Servoy will agree to work with Partner/End-User on providing the appropriate solution for each critical situation. If appropriate, Partner/End-User can also contact the support coordinator of Servoy.

10 PROGRAM UPGRADES

Servoy permits upgrades of Support at any time during the Term at the beginning of each calendar month. Servoy shall not issue prorated refunds. Notwithstanding the aforementioned, in the event Servoy modifies this SuLA and such modification has or will have substantial impact on the contents of the Support, Partner/End-User may terminate the Support forthwith upon Servoy implementing any such modification.

11 OFFICE LOCATIONS

Servoy USA
Servoy, Inc.
6303 Owensmouth Avenue,
10th floor
Woodland Hills, CA 91367
Tel +1 866 489 5147

Servoy NL
Fred Roeskestraat 97c
Amsterdam
The Netherlands
Voice: +31 (0)20 229 3641

Servoy Web Site: <https://www.servoy.com>

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Addendum 1 Bugs

Support level	Phone	SMS	Mail	Case system	Support window	Response time (T1) Blocker)	Response time (T1) other severities	Resolution design (T2) extreme severity	Resolution design (T2) other severities	Start resolution (T3) extreme severity	Start resolution (T3) other severities
A				X	5 * 8	5 days	2 weeks	4 weeks	best effort	best effort	best effort
B			X	X	5 * 8	8 hours	40 hours	10 days	4 weeks	12 weeks	best effort
C	X		X	X	5 * 8	4 hours	12 hours	36 hours	48 hours	80 hours	160 hours
D	X	X	X	X	5 * 12	2 hours	4 hours	24 hours	8 hours (5*8)	8 hours (5*8)	1 week

Severity level of Bug	Description
Blocker	Bug creates problems in a live solution causing the total impossibility to work with the Servoy Software, no work around available
Critical	Bug creates problems in a live solution, work around available
Major	Bug results in delays in development, no work around available
Minor	Bug results in delays in development, work around available
Trivial	Bug may result in delays in development

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Addendum 2 feature requests

Support level	Phone	SMS	Mail	Case system	Support window	Response time (T1) Blocker	Response time (T1) other severities	Resolution design (T2) extreme severity	Resolution design (T2) other severities	Start resolution (T3) extreme severity (Blocker)	Start resolution (T3) other severities
A				X	5 * 8	2 weeks	best effort	160 hours	best effort	best effort	best effort
B			X	X	5 * 8	16 hours	best effort	160 hours	best effort	planned	best effort
C	X		X	X	5 * 8	16 hours	best effort	80 hours	best effort	planned	best effort
D	X	X	X	X	5 * 8	8 hours	best effort	16 hours	best effort	planned	best effort

Severity	Description
Blocker	Feature gap creates problems in a live solution causing the total impossibility to work with the Servoy Software, no work around available
Critical	Feature gap creates problems in a live solution, work around available
Major	Feature gap results in delays in development, no work arounds available
Minor	Feature gap results in delays in development, work around available
Trivial	Feature gap may result in delays in development

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Addendum 3 Technical questions

Support level	Phone	SMS	Mail	Case system	Support window	Response time(T1) Blocker	Response time (T1) other severities	Resolution design (T2) extreme severity (Blocker)	Resolution design (T2) other severities
A				X	5 * 8	5 days	2 weeks	4 weeks	best effort
B			X	X	5 * 8	8 hours	40 hours	10 days	4 weeks
C	X		X	X	5 * 8	4 hours	12 hours	36 hours	48 hours
D	X	X	X	X	5 * 12	2 hours	4 hours	24 hours	8 hours

Severity	Description
Blocker	Question related to a problem in a live solution causing the total impossibility to work with the Servoy Software, no work around available
Critical	Question related to a problem in a live solution, work around available
Mayor	Question related to a problem which results in delays in development, no workarounds available
Minor	Question related to a problem which results in delays in development, work around available
Trivial	Question related to a problem which may result in delays in development

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Addendum 4 other questions

Support level	Phone	SMS	Mail	Case system	Support window	Response time (T1) Blocker	Response time (T1) other severities	Resolution design (T2) extreme severity (Blocker)	Resolution design (T2) other severities
A				X	5 * 8	5 days	2 weeks	4 weeks	best effort
B			X	X	5 * 8	8 hours	40 hours	10 days	4 weeks
C	X		X	X	5 * 8	4 hours	12 hours	36 hours	48 hours
D	X	X	X	X	5 * 8	2 hours	4 hours	24 hours	8 hours

Severity	Description
Blocker	Question related to a problem in a live solution causing the total impossibility to work with the Servoy Software, no work around available
Critical	Question related to a problem in a live solution, work around available
Mayor	Question related to a problem which results in delays in development, no work around available
Minor	Question related to a problem which results in delays in development, work around available
Trivial	Question related to a problem which may result in delays in development

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Addendum 5 Required information

Required information
Complete contact information, (name, title, company name, e-mail address, phone number, pager number, fax number, onsite phone number, time zone) for all parties involved in the issue.
Describe the Release involved in this issue
Describe the Java version(s) involved in this issue
Describe the hardware platform(s) involved in this issue, including the amount of memory, disk space (manufacturer and model).
Describe the operating system(s) involved in this issue, including the version number and patch level information. (Include which service pack and hotfixes for Open Source Product, Third Party Application etc.).
Provide a detailed description of the Bug or issue, including any symptoms noted, any patterns seen (time of day or only certain users affected, etc.) and any specific error messages received.
Sample solution to reproduce Bug or access to system where problem can be reproduced
Log file contains relevant log errors
General information about the network, including: approximate number of Measuring Units/users, approximate number of simultaneous sessions per Measuring Unit/user, types of applications in use, network traffic passing through the Software at the time of the Bug, CPU utilization, memory allocation and utilization.