

Appendix 3

Support Policy

IT Business Intelligence as a Service Agreement (ITBlaaS)

This **Appendix 3** to the IT Business Intelligence as a Service Agreement sets out the Supplier's policy regarding support of the ITBI Solution furnished as part of the Service

1 Definitions

The definitions set out in this Appendix 3 (Support Policy) shall have the same meaning set out in Appendix 1 (General Terms and Conditions). In addition the following definitions shall apply.

Solution means the software and hardware components furnished and operated by the Supplier upon which the Services are based.

Collector Software means the software delivered by the Supplier to the Customer for installation in the Customer environment as part of the Solution.

Support means the service provided by the Supplier whereby the Customer can report defects in the Solution and receive corrections in the form of maintenance or guidance in circumventing the defect.

2 Support

2.1. Support is available to the Customer from 8:30am to 4:30 pm CET Monday to Friday except Danish National Holidays. Customers can report problems or ask questions by email only <support@smtdata.com>. Extended support outside these periods is available for an extra fee.

2.2. Problem Report will be **classified** as follows:

- Priority 1: The Solution is not functioning at all or there are pervasive errors in the data being collected. All users are impacted. There is no work around.
- Priority 2: Failure of critical functions or isolated data errors. Significant impact to the ability of the customer to use the product as intended.
- Priority 3: Failure of non-critical functions.
- Priority 4: Cosmetic or ease of use problems

2.3. **The Supplier will provide** an initial response to problem reports within 8 working hours of receiving an email at <support@smtdata.com>. The initial response will include an assigned priority

2.4. Response times are as follows:

- Priority 1: The Supplier will commence problem resolution as soon as possible and at the latest by the next working day. Problem resolution will continue during normal working hours until the problem is resolved or a workaround has been identified. The customer is required to make staff available to assist in problem resolution during normal working hours if so requested by the Supplier.
- Priority 2: The Supplier will commence problem resolution within 2 working days and continue on a best effort basis until the problem is resolved or a workaround has been identified.
- Priority 3: The Supplier will correct the problem in the next release of the Solution
- Priority 4: The supplier will consider resolving the problem in a future release.

2.5. Technical questions will be answered as soon as possible, but at the latest within 5 working days.

3 Duration and Scope

3.1 The Supplier provides Support for the Solution as long as the Agreement has not been terminated.

3.2 Support do not cover the following:

1. hardware, software or other components which are not part of the Solution;
2. errors or problems caused by or contributed to by hardware, software or other components which are not part of the Solution;

3. errors or problems caused by the Customer or an end user not following the instructions and recommendations from the Supplier;
 4. the Customer failing to install a supported release and hotfixes of the Collector Software made available by the Supplier;
 5. errors or problems caused by third parties not acting on behalf of the Supplier; and
 6. software developed or modified specifically for the Customer.
- 3.3 Assistance to the Customer in installing new releases or fix levels of the Collector Software or in resolving problems not covered by Support will be billed on a time and materials basis.
