

# SERVICE LEVELS AND SUPPORT

## 1. Hours of Business

a) Access to Provider's support team is available through its Los Angeles, California (USA), and London, England (UK) offices within the normal hours of operation (excluding holidays) as stated herein:

### USA +1 818 698 4900

Monday - Thursday 06:00 to 20:00, Fridays: 06:00 to 18:00 (US PDT/PST)

### UK +44 270 903 5164

Monday - Friday, 09:00 to 18:00 (GMT/UTC or BST)

Support is available outside of the above days and times (aka "after-hours Support") by dialing Provider's Los Angeles office on +1 818 698 4900 and selecting option '2' which accesses Provider's after-hours call service that will connect to an on-call Provider support representative.

Provider may elect to alter such hours of operation from time to time and will communicate such changes via email communication to the designated Customer contacts with at minimum advance notice of thirty (30) calendar days, and on its web site at [www.xytechsystems.com](http://www.xytechsystems.com).

b) Emergency after-hours Support Services are available at an additional charge, provided that support for confirmed "Fatal" failures (as described below) will not be subject to such charge. On-line support tickets opened after hours will be processed on the following business day.

After-hours Support Services relating to Software Updates are available by prior arrangement at an additional charge.

## 2. Target Response Time

a) Provider will use reasonable commercial efforts to communicate with Customer, by telephone, e-mail, or Provider's website, within the following targeted response times, regarding Issues that a Customer reports to Provider during the Hours of Business or during emergency after hours support. A "response" means Provider's acknowledgment of an Issue and does not necessarily mean that a resolution will be achieved. Targets for response and resolution times are goals and not guarantees, depending on the nature and timing of the issue, but Provider will use its best efforts to achieve such goals.

b) Target Resolution Time. All commercially reasonable efforts will be made to resolve the issue or reduce the priority. Immediate resolution may be facilitated by restoring to a previous version of the Software wherein the reported failure is not evident. In this event Provider will continue to use all reasonable commercial efforts to resolve the originally reported issue.

Priority	Failure Description	Provider Action	Target Response Time	Target Resolution Time
1	<b>Fatal</b> Services are not operational.	Provider immediately begins working to resolve the error.  This type of error is bumped to the top of the support queue.	30 Minutes. Customer is required to communicate all Priority "1" issues to Provider Support via telephone and email.	One (1) calendar day.
2	<b>Severe Impact</b> Errors that result in a lack of services functionality or that cause intermittent Services failures.	Provider will work to resolved the error during business hours queuing the error into normal support queue for all other "Severe Impact" errors.	Two (2) hours. Customer is required to communicate all Priority "2" issues to Provider Support via telephone and email.	Two (2) business days.
3	<b>Degraded Operations</b> Errors that cause non-critical features of the Services to consistently malfunction	Provider will work to resolve the issue during business hours queuing the error into normal support queue.	One (1) business day.	Ten (10) business days.
4	<b>Minimal Impact</b> Errors that cause attributes and/or options of the Services not to operate in accordance with specifications.	Provider will work to resolve the issue during business hours queuing the error into normal support queue.	Three (3) business days.	Next scheduled maintenance release.

## 3. Actions Covered by Support Services

The following table provides examples of the various services and issues that are available at no additional charge:

Type	Condition	Examples and Notes
1	General communication between Customer and Provider.	Phone calls and/or emails sent to obtain status of service actions.
2	Problems and/or questions associated with Services malfunction.	Diagnosis of reported issue.  Attempts to reproduce problem in Provider reference systems.  Services malfunction reports must include steps to reproduce the malfunction.  Note: Customer may request that Provider attempt to reproduce issue that cannot be reproduced by Customer, however time spent reproducing the issue will be directly billable.
3	Problems and/or questions following an update of the hosting environment(s) for the Services.	Troubleshooting after an update.

Provider's time and effort to resolve issues which are the result of a fault in the Software will not be charged to the Customer.

## 4. Directly Billable Support Issues

Directly billable support issues primarily involve any issue for which Customer is responsible and are typically problems resulting from Customer data entry errors or deletions, Customer hardware and peripherals, or third-party software.

The following table summarizes the conditions that are directly billable; that is, Support Services relating to these conditions will be directly billed at Provider's current service rates and are **not** included in the base fees related to the Subscription. Provider will work with the Customer's authorized support contact on the initial documented issue as a non-billable event. If during the course of the resolution it becomes apparent that the event is a billable condition, Provider will request written permission to continue with the issue resolution. All hours expended by Provider from the **approval of the written request forward will be billable** if such permission is forthcoming from one of the Customer's authorized support contacts. Hours spent on the issue prior to the written approval will not be billable.

Type	Condition	Examples and Notes
1	Customer operator error inputting data or inadvertent or intentional deletion of data.	Development of specialized programs to correct errors in Customer's data. Data recovery
2	Network systems.	Basic troubleshooting of Customer network interface with Provider's hosting of the Services.
3	Problems and/or questions caused by viruses or other malicious code introduced through actions of the Customer.	Customer has introduced a file that contains such code and this has damaged or disrupted the Services or Software provided by Provider.
4	Problems and/or questions related to malfunctions in Customer operated hardware not managed by Provider (for example, printers, switches, routers, hubs, servers, barcode scanners, and other peripherals).	Printer malfunctions and printer integration. All troubleshooting and resolution of hardware issues relating to hardware provided by customer will be directly billable.
5	End User Training (other than orientation provided under the Managed Services components of this Agreement).	End user training for the Services.

Provider's time and effort to resolve issues that are the result of a fault in hosting of the Services will not be charged to the Customer.

## 5. Scheduled Maintenance

From time-to-time, Provider performs scheduled maintenance on the Services. Such scheduled maintenance may require the Services to be temporarily suspended during a maintenance period. Provider shall use commercially reasonable efforts to notify Customer in advance of any scheduled maintenance that may temporarily suspend the Services.