

Siren Platform v5 - SLA

Last revision 8/8/2017

SLA - MAINTENANCE AND SUPPORT SERVICES

Provided the customer has paid the applicable subscription fee Siren shall provide the Maintenance Services set forth.

Definitions

In addition to any other terms defined in the Software License (hereinafter, the "License Agreement"), the following terms shall have the following meanings.

“Call Ticket” shall mean a request for Maintenance Services submitted to Supplier hereunder, each being uniquely identifiable.

“Error Correction” shall mean the completion of all activities, including, but not limited to Fixes and Problem Resolution, necessary to diagnose, resolve and/or provide a solution for a reported Error, problem or defect occurrence in the Licensed Software.

“Error Severity Level(s)” shall be defined as follows:

Level 1/Critical

Any Error that causes or results in: (i) System or sub-System unavailability; (ii) the System, a System module, or major System function to be rendered inoperable, disabled or inaccessible; (iii) data corruption; and/or (iv) the prevention of critical business functions from being performed.

Level 2/Severe

Any Error that causes or results in: (i) functional inconsistency across the System; and/or (ii) degradation of System performance.

Level 3/Important

Any Error that causes or results in (i) incorrect functioning of navigation or validation operations with respect to the System; (ii) disabling or degradation of non-essential functions and/or (iii) Licensed Software aesthetics to be inconsistent or incorrect with respect to positioning, spelling and/or color.

“Enhancement(s)” shall mean changes or additions, other than Maintenance Modifications, to the Licensed Software and related Documentation, including all new releases that improve functions, add new functions, screens or data sources or significantly improve performance by virtue of changes in System design or coding. Notwithstanding the foregoing, Enhancements shall not include new major versions of Licensed Software. A “major version” means an enhancement of a prior version of the Licensed Software that would be considered by the software industry community (of which Supplier is a part) as the next generation of such Licensed Software, which is usually evidenced by an increment in the version number of the Licensed Software. By way of illustration, versions 2.0 and 3.0 are incremental major versions, whereas versions 2.0 and 2.2 are not.

“Fix” shall mean a temporary bypass/workaround and/or patch of an Error performed and/or implemented so as to cause the Licensed Software to continue performing functionally in material conformance with the Documentation, operating manuals and/or the Specifications governing the Licensed Software.

“Maintenance Modification(s)” shall mean any modifications or revisions, other than Enhancements, to the Licensed Software and/or Documentation that correct Errors, support new releases to the operating systems with which the Licensed Software is designed to operate, support new input/output devices, or provide other incidental changes, updates and corrections.

“Question” shall mean a technical question relating to the function of the Licensed Software or non-technical question relating to the Maintenance Services provided hereunder.

“Problem Resolution” shall mean identification of the root cause of the Error and object code fix or new Release and supporting Documentation necessary to effectuate Error Correction.

“Release(s)” shall mean new versions of the Licensed Software, including, without limitation, Error Corrections, Maintenance Modifications and Enhancements. Notwithstanding the foregoing, Releases shall not include new major versions of Licensed Software; and

“System” shall mean the Licensed Software, hardware, server(s) (including all components of the computer platform and environment) utilizing such Licensed Software, and the associated network infrastructure on which the Licensed Software functions.

“Maintenance Term” shall be the agreed maintenance term, e.g. the time of the subscription.

Siren provides to the customer:

2.1 Technical and maintenance support services for the Licensed Software as described in Section 4 below (“Maintenance Services”); and

2.2 New Releases for the Licensed Software. All such Releases made generally available by Supplier to its customers shall be provided to the customer free of charge during the Term.

24/7 Support Service

Siren Solution 24/7 phone support is available for entitled users at:

+39 0356 975 525

The service is intended to facilitate the error correction & resolution process below as well as support in operational issues.

Max number of phone incidents per Month in standard agreement 24/7: **4**

SERVICES PROVIDED

Error Correction

Siren shall be responsible for Error Correction when Errors are reported to Siren. Siren shall use its commercially reasonable efforts to correct all Errors within the Standard Response Times set forth in this section

Standard Response Time, Error Correction

a. Error Acknowledgement. Supplier shall provide acknowledgment of Error(s) by issuing a Call Ticket and shall commence Error Correction(s) to all reported Licensed Software Errors, problems or defects in accordance with the following Error Severity Level response times:

Error Severity Level	Acknowledge receipt of Call Ticket within
Level 1/Critical	Two (2) hours
Level 2/Severe	Four (4) hours
Level 3/Important	One (1) Business Day

b. Error Correction. Supplier shall use its commercially reasonable efforts to complete Error Correction(s) as follows:

Error Severity Level	Error Correction
Level 1/Critical	<p><u>Fix:</u> Fix completed or a mutually agreed upon date for such Fix established within one (1) Business Day of acknowledgment of receipt of Error notification.</p> <p><u>Problem Resolution:</u> Problem Resolution completed within five (5) Business Days of completion of Fix, unless otherwise agreed to by customer.</p>

Level 2/Severe	<p><u>Fix:</u> Fix completed or a mutually agreed upon date for such Fix established within [three (3) Business Days] of acknowledgment of receipt of Error notification.</p> <p><u>Problem Resolution:</u> Problem Resolution completed within [five (5) Business Days] of completion of Fix, unless otherwise agreed to by Customer</p>
Level 3/Important	<p><u>Fix:</u> If requested by Customer, a Fix completed or a mutually agreed upon date for such Fix established within five (5) Business Days of acknowledgment of receipt of Error notification.</p> <p><u>Problem Resolution:</u> Identification of the root cause of Error completed within ten (10) Business Days of reproducing the Error. Object code fix and supporting Documentation delivered to Customer in the next scheduled Release.</p>

In all cases, Supplier will use commercially reasonable efforts to correct such Error in a future Release.

Prior Versions. Siren provide Maintenance Services with respect to prior versions and Releases of the Licensed Software for a minimum of twenty (12) months following the release of the next succeeding version of the Licensed Software.

Technical portal

For issues regarding our products or services, use the Customer name and Reference Contact Point and Password provided for the Siren Customer Portal to access:

<http://support.siren.solutions>

Billing and Accounting Contact Information

For inquiries related to customer invoices, accounts payable, or other accounting matters, contact our accounting department: accounts@siren.solutions