

**radionix**

# Maintenance Service Level Agreement

Date:  
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**radionix**

RADIONIX BV Achtseweg Zuid 173 5651 GW Eindhoven The Netherlands (“RADIONIX”) develops, markets and licenses software products for use in intrusion, access control and security systems. The RADIONIX Software Maintenance Agreement (the “Agreement”) sets out the terms and conditions under which RADIONIX will provide “Maintenance Services” for the “Software” (as defined in the Agreement).

This Maintenance Service Level Agreement (the “Supplement”) is a supplement to and a part of the Agreement, and sets forth the extent, detail and dependencies of the Maintenance Services to be provided by RADIONIX to a Customer, acting as an Integrator on behalf of an End User (as defined in the Agreement) of the RADIONIX software product (the “Software”). The provision of Maintenance Services under the Agreement is subject to and conditioned on the terms of this Supplement.

RADIONIX only provides Maintenance Services on the Software to a Customer who has obtained a valid user license to the Software pursuant to the Agreement.

Terms defined in the Agreement shall have the same meaning when used in this Supplement unless otherwise expressly stated.

- 1. Maintenance Services.** Maintenance Services include
  - 1.1 bug-fixing (“Support Services”); and
  - 1.2 issuing new Major and Minor Releases, including Updates and Upgrades, as applicable, of the Software.
- 2. Support.**
  - 2.1 Support Services are comprised of the analysis and correction of an “Error” (defined below) in the Software.
  - 2.2 An “Error” is a “Reproducible” (defined below) malfunction or issue in the Software that causes the Software to operate in a way that is materially different from what is described in the applicable documentation.
  - 2.3 “Reproducible” means that the issue that causes the Error must re-occur when the operation and configuration of the Customer implemented version of the Software is repeated in RADIONIX’s support center, indicating that the issue is caused by a bug or other issue inherent to the software, rather than caused by the specific Customer environment or use.
  - 2.4 In case of doubt on the Reproducible character of an issue, RADIONIX will normally provide Services as if the issue was reproducible (i.e. without any additional fee); provided, however, if, at any time during analysis or resolution, an issue appears to be not Reproducible, RADIONIX’s continued resolution efforts will be subject to Customer agreeing to pay RADIONIX’s then current fees and charges for such efforts.
  - 2.5 If, on initial analysis, an issue appears not be Reproducible, RADIONIX may still choose to assist the Customer in finding a solution, but RADIONIX does not have any contractual duty to do so, and RADIONIX is entitled to charge additional fees, and such continued RADIONIX assistance will be subject to Customer agreeing to pay RADIONIX’s then current fees and charges for such efforts.
- 2.6 If, after final analysis, an issue is found to be Reproducible (even if it appeared as non-Reproducible at initial logging), RADIONIX will not charge any additional such fees.
- 3. Different levels of Errors.** Errors shall be categorized in accordance to their severity as defined in the following four (4) Severity Levels:
  - 3.1 Severity Level 1 (Critical).** An Error is Severity Level 1, when, in the production environment, the Software is completely down, or a major function of the Software is not working at all or is inaccessible, and there is no workaround available.
  - 3.2 Severity Level 2 (High).** An Error is Severity Level 2, when, in the production environment, the Software is significantly impaired (e.g. loss or degradation of a substantial functionality), which causes the Software to perform materially less than as described in the applicable documentation, or, in a test or back-up environment, the Software is completely down, or a major function of the Software is not working at all or is inaccessible, and there is no workaround available.
  - 3.3 Severity Level 3 (Medium).** An Error is Severity Level 3, when, in the production environment, the Software encounters a technical or functional problem, but a temporary workaround is available, or, in a test or back-up environment, the Software is significantly impaired (e.g. loss or degradation of a substantial functionality), which causes the Software to perform materially less than as described in the applicable documentation.
  - 3.4 Severity Level 4 (Low).** An Error is Severity Level 4, when there is an issue that relates to improvement of performance or functionality, or there is an issue for which a permanent workaround has been provided.
- 4. Support Services.**
  - 4.1 Errors have to be logged by Customer through the designated telephone hot-line, or via a dedicated support helpdesk website or email address (“Central Support”). RADIONIX will indicate to Customer the

- exact contact details for Central Support.
- 4.2 RADIONIX will use its reasonable efforts to provide Customer with a solution to the Error.
- 4.3 Solution times. Since RADIONIX will not know in advance of receipt of Customer's notice of an Error what the cause of an Error is, or how it can be resolved, RADIONIX cannot commit to solution times. RADIONIX will use reasonable commercial efforts to resolve the Error as soon as possible, taking into account the Severity Level of the Error.
- 5. Availability of Central Support.**
- 5.1 Central Support is available during normal business hours of your RADIONIX sales representative, excluding weekends and holidays.
- 6. Remote Access and On-Site Support.**
- 6.1 It is an essential condition of Support Services that Customer provides on-line remote access to the production environment of the Software. If no such remote access is provided, the level of Service may be severely impacted, and the response times will be delayed as a result.
- 6.2 The standard Support Services do not include On-Site Support. Upon Customer written request, and subject to Customer's agreement to pay RADIONIX's then current fees and charges therefor, RADIONIX may (but is under no obligation to) agree to provide On-Site Support. In such case, all travel and accommodation costs shall be charged in addition to RADIONIX's then current fees and charges.
- 7. Conditions to be able to call upon Support Services.**
- 7.1 In order to be able to call upon Support Services, the Customer must:
- 7.1.1 have a valid user license to the Software, and not be in breach of any of the terms of the Software license;
- 7.1.2 have effectively paid all due and owing license, maintenance, and other fees owed to RADIONIX;
- 7.1.3 use the Software strictly in accordance with the applicable documentation and the RADIONIX instructions (including but not limited to the hardware and technological environment and usage instructions as issued by RADIONIX from time to time);
- 7.1.4 comply with the instructions on installment of the latest Software Release as set out in this document or as instructed by RADIONIX from time to time;
- 7.1.5 ensure that the Software is only used by Customer's personnel that is properly qualified and trained in the use of the Software;
- 7.2 RADIONIX is entitled to request Customer to impose certain minimum training and certification requirements to the staff using the Software, in order to comply with the latest condition above.
- 7.3 If at the time Customer contacts Central Support, it appears that Customer does not comply with one or more of the above conditions, RADIONIX will be entitled (but is not obligated) to make the provision of Support Services subject to payment of additional fees and charges.
- 7.4 If at the time Customer contacts Central Support, it appears that the issue to be logged has been resolved by a new Release (either a Major or Minor Release, including fixes and hot patches) that has already been made generally available by RADIONIX, then Customer will first have to implement such Release, prior to RADIONIX performing any Support Services.
- 7.5 The following are not included in Software Support Services ("Out- of-Scope Services"):
- 7.5.1 data retrieval;
- 7.5.2 support of issues that are not Reproducible, or that otherwise fail to be qualified as Errors;
- 7.5.3 support of interfaces;
- 7.5.4 support of Customer-specific development software;
- 7.5.5 support of the technological environment in which the Software is installed;
- 7.5.6 support of hardware (RADIONIX controllers, readers or other parts of the RADIONIX hardware configuration are covered by separate agreements, and are specifically excluded from Software Support Services); and
- 7.5.7 support of third party software.
- 7.6 Upon Customer's request, RADIONIX may (but has no obligation to) accept to provide out-of-scope Services, subject to Customer agreeing to pay RADIONIX's then current fees and charges therefor for time and materials. Any such out-of-scope Services will be provided on a reasonable effort basis, without any commitment as to response or solution times.
- 8. New releases.**
- 8.1 RADIONIX will make available to Customer new Major and Minor Releases of the Software as and when they are made "generally available" by RADIONIX to similarly situated customers. New Major and Minor Releases are made available to Customers with valid Maintenance Agreements at no additional cost.
- 8.2 Implementation (e.g. installation, license activation, and configuration) of new Releases is not included in the Maintenance Services. If Customer wants to receive such implementation services, they need to be ordered separately.
- 8.3 **ALTHOUGH RADIONIX WILL USE COMMERCIALY REASONABLE EFFORTS TO ENSURE BACKWARDS COMPATIBILITY BETWEEN RELEASES, RADIONIX DOES NOT GUARANTEE FULL BACKWARDS COMPATIBILITY, AND THE IMPLEMENTATION OF A NEW RELEASE MAY CAUSE SOME DATA LOSS. CUSTOMER SHOULD MAKE A FULL BACK-UP OF ALL DATA THAT CUSTOMER WISHES TO RETAIN PRIOR TO THE IMPLEMENTATION OF A NEW RELEASE.**