

SCHEDULE 2 – SERVICE LEVEL TERMS

1. SCOPE

In this Schedule the availability, maintenance and support of the Software is described.

2. DEFINITIONS

All the definitions in the Agreement applies here to this Schedule 2. In the list below definitions only used in this Schedule 2 are stated.

“**Availability Level**” has the meaning given to it in Section 3.2.

“**Service Time**” means time the Software shall be available according to Section 3.1.

“**Unplanned Downtime**” has the meaning given to it in Section 3.4

“**Planned Downtime**” means a downtime that is announced in writing to Partner at least five (5) Working Days in advance.

“**First Line Help Desk**” means a person or team that the End Users can contact to get help with issues with the Software. The First Line Help Desk shall be able to help the End Users with all functionality described in the user manuals available at FlowScape’s Web Page.

“**Second Line Help Desk**” means a person or a team the handles issues with the overall Product or Partner questions not described in the user manuals.

“**Section**” means a paragraph in this Schedule 2.

3. SERVICE LEVEL AGREEMENT

3.1 The Software shall be available all around the clock all days a year (usually described as 24/7).

3.2 The Availability Level should be at least ninety-nine (99) percent measured during a calendar month, excluding the Planned Downtime. Availability Level (“Availability Level”) is calculated using the following formula:

$$\frac{\text{total Service Time during one month} - \text{Planned Downtime} - \text{Unplanned Downtime}}{\text{total Service Time during one month} - \text{Planned Downtime}}$$

3.3 If the Software does not perform according to the Agreement the following actions shall be taken:

3.3.1 Category 1: Issues making a major part of the Software inoperative. Troubleshooting shall begin within four (4) hours during normal working hours after the support request has been received by FlowScape. Error correction shall begin as soon as possible after the error has been detected.

3.3.2 Category 2: Issues that are not Category 1, but which substantially reduce overall Software performance or substantially obstruct important functionality. Troubleshooting shall begin within eight (8) hours of normal working hours after the support request has been received by FlowScape. Error correction shall begin as soon as possible after the error has been detected.

3.3.3 Category 3: Issues that are not Category 1 or Category 2. Troubleshooting should begin within four (4) business days after the support request has been received by FlowScape.

- 3.4 Only issues belonging to Category 1 or Category 2 shall be considered as Unplanned Downtime (“**Unplanned Downtime**”).
- 3.5 Flowscape is not responsible for errors caused by third party products not supplied by Flowscape; errors caused by the Partner or the End Users or errors caused by the Partner’s or the End User’s use of the Software with any other then Flowscape 's prescribed equipment; accessories or system software; malfunction caused by software, hardware, hardware or network outside of Flowscape control as set out in the Agreement; Errors caused because the Partner or the End Users has not provided correct information or data, or has given incorrect or insufficient system requirements. For troubleshooting and error correction of issues for which Flowscape is not responsible, Flowscape has the right to reimbursement by Partner in accordance with the fees set out in Schedule 4 (Products, Services and Price list).
- 3.6 Flowscape is not responsible for errors caused by third party products not supplied by Flowscape; errors caused by the Partner or the End Users or errors caused by the Partner’s or the End User’s use of the Software with any other then Flowscape 's prescribed equipment; accessories or system software; malfunction caused by software, hardware, hardware or network outside of Flowscape control as set out in the Agreement; Errors caused because the Partner or the End Users has not provided correct information or data, or has given incorrect or insufficient system requirements. For troubleshooting and error correction of issues for which Flowscape is not responsible, Flowscape has the right to reimbursement by Partner in accordance with the fees set out in Schedule 4 (Products, Services and Price list).
- 3.7 If the Availability Level for a month is less than stated in Section 3.2, the monthly fee for affected parts of the Software for that month will be reduced as follows. For pre-paid fees the fee is paid back within ninety (90) days after the month not fulfilling the Availability Level in this Section 3.2. To be able to get the monthly fee reduction Partner needs in writing to send this claim according to Clause 18 (Notice) of the main Agreement, to Flowscape within thirty (30) days after the month it concerns.

Availability Level	Reduction in monthly fee
98.9 - 96.0	5%
95.9 - 94.0	10%
93.9 - 90.0	25%
89.9 -	50%

- 3.8 The Partner is not entitled to any other remuneration or penalties other than those stated in Section 3.7 in case the Software differs from the promised functionality availability in the Agreement.
- 3.9 Partner needs to assign the First Line Help Desk. It is Partner’s responsibility to make sure that this First Line Help Desk over time has the right competence. Flowscape is responsible for the Second Line Help Desk.
- 3.10 Partner needs to assign at least one on site staff that can assist the Second Line Help Desk with onsite fault finding and configurations.
- 3.11 Partner is fully responsible for sending in failed hardware to Flowscape for repair or replacement if not possible to repair. Flowscape has the full responsibility the shipment of the repaired unit back to Partner. Partner has the responsibility for all on site installation work in relation to failed units.
- 3.12 Flowscape shall provide the Support during Working Hours. Deviations from this may time to time be agreed in writing with the Partner.
- 3.13 The Support desk is available through email support@flowscapecolutions.com or phone (+46 8 40911222).