

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.

“**Error Report**” means a registered problem at Flowscape’s Help Desk describing an Error.

“**Error**” means any defects in the Software which cause it not to perform, function or operate in accordance with this Agreement.

“**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.

“**Planned Downtime**” means a downtime that is announced in writing to Partner at least seven (7) days in advance.

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

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

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

“**Support Time**” means 8am to 5pm CET Monday to Friday excluding bank holidays in Sweden.

“**Severity Classification**” means the severity level Critical, High, Medium and Low of the Error Report.

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

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 point five (99.5) 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 Partner or the End User shall register an Error Report with a Severity Classification and a full description of the problem. Then Flowscape shall take the following actions:

Severity Classification	Description	Time to start trouble shooting	Target time to resolution
Severity 1 Critical	All parts of the Software are unresponsive or unavailable.	2 hour	4 hours
Severity 2 High	The Software is working but a major key function in the Software is unresponsive or unavailable.	4 hours	8 hours
Severity 3 Medium	One or more Products connected to the Software is unresponsive in more than 10 seconds or unavailable. Or several users connected to the Software experience it as unresponsive in more than 10 seconds or unavailable.	5 days	14 days
Severity 4 Low	A minor impact on basic functionality of the Service.	15 days	Next planned release

3.4 Only issues belonging to Severity 1 or Severity 2 shall be considered as Unplanned Downtime ("**Unplanned Downtime**").

3.5 If Flowscape after investigating the Error Report reasonably, consider that it shall have another Severity Classification Flowscape has the right to change the Severity Classification of the Error Report. If Flowscape considers that the Error Report requests to add functionality or enhance performance beyond the specification of the Software, it shall not be classified as an Error Report.

3.6 Flowscape has a target resolution time but cannot guarantee that this is fulfilled. Flowscape will do its best effort to fulfil the target resolution time. A resolution can be a patch, workaround or change of configuration or any other solution Flowscape considers reasonable.

3.7 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 Users' 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).

3.8 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 17 (Notice) of the main Agreement, to Flowscape within thirty (30) days after the month it concerns.

Availability Level	Reduction in monthly fee
99.5 - 99.0	2%
99.0 - 98.5	5%
98.5 - 98.0	10%
98.0 -	15%

3.9 The Partner are not entitled to any other remuneration or penalties other than those stated in Section 3.8 in case the Software differs from the promised functionality availability in the Agreement.

- 3.10 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.
- 3.11 Partner needs to assign at least one on site staff that can assist the Second Line Help Desk with onsite fault finding and configurations.
- 3.12 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 of the shipment of the repaired unit back to Partner. Partner has the responsibility for all on site installation work in relation to failed units.
- 3.13 Flowscape shall handle Error Reports according Section 3.3 during Support Time. Deviations from this may time to time be agreed in writing with the Partner.
- 3.14 Any maintenance to the Software will be carried out by Flowscape during the communicated update schedule. Flowscape will communicate a planned release at least seven (7) days in advance. In case of an emergency update Flowscape will communicate this at least one (1) hour in advance.
- 3.15 The Help Desk is available through email support@flowscapecolutions.com.