SERVICE LEVEL AGREEMENT

This Support Level Agreement was published on 21 July 2023.

The definitions set out in the Definitions Schedule shall apply to this Support Level Agreement.

This SLA does not constitute a warranty to You.

1 PURPOSE AND OBJECTIVES

1.1 The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide reliable Services to You.

1.2 The objectives of this SLA is to:

1.2.1 provide clear reference to accountability, roles and/or responsibilities of the Parties; and

1.2.2 present a clear, concise and measurable description of the Support Services available to You.

2 CUSTOMER SUPPORT

Support shall be made available to You in accordance with Your Support Subscription Package as detailed in the Order Form. The support levels are as follows:

SUPPORT LEVELS:	STANDARD	SILVER	GOLD
XTM Support Portal – Unlimited Access	✓	✓	✓
Email Support Ticket Submission for Customer appointed email users (**Appointed Email Users**)	X	5 Appointed Email Users	20 Appointed Email Users
Xpert Consultation	X	Four (4) hours/month	Dedicated Xpert
Access to XTM Knowledge Base	✓	✓	✓
Self-Service Getting Started Guides	✓	✓	✓

3 SERVICE LEVELS

Availability of the Service

3.1 We shall use commercially reasonable efforts to make the Services available to You twenty-four (24) hours a day, except when there is:

3.1.1 planned downtime and maintenance. In this event, We shall use reasonable endeavours to give at least eight (8) hours' notice to You and shall schedule the downtime to the extent practicable during weekend hours, between 6.00pm (CET) on Friday and 8.00am (CET) on Monday; or

3.1.2 any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest,

acts of terror, strikes or other labour problems (other than those involving Our employees), or internet service provider failures or delays.

3.2   We shall use commercially reasonable endeavours to give You notice of emergency maintenance or downtime outside of the hours detailed at 3.1.1 above. We shall make all reasonable efforts to schedule the maintenance or downtime outside of business hours to minimise impact to You.

Software Releases
3.4   We aim to provide You with at least two (2) major releases per year, and a minimum of two (2) minor releases per year.

3.5   Release notes shall be published on Our website https://academy.xtm.cloud/release-notes/ when a new version is released.

3.6   Other than in exceptional circumstances (for example, in an emergency response to a security threat), if You are a private cloud customer, software releases for will occur during maintenance windows agreed with You. If You are a public cloud customer, We will use reasonable endeavours to ensure software releases are made at times to minimise disruption to Approved Users.

3.7   On request each year, We shall provide You with a development roadmap providing a high-level view of enhancements and new functionalities.

3.8   If You have an issue with an unsupported version (an unsupported version means a version which is not the latest version or its two predecessors), We shall request You upgrade to a supported version in order for Us to fix the reported issue.

3.9   We may, at any time, take a copy of Your Data, solely for the purpose of testing XTM Cloud and improving Our upgrade processes. We will not use Your Data for any other purpose.

3.10   We reserve the right to immediately install any mitigating security patches to Your XTM instance in the event We discover a critical zero day security issue. For the avoidance of doubt, Your consent shall not be required for such install but We will advise You once such install has been installed.

4   SUPPORT MANAGEMENT

Support Hours and Availability
4.1   Support hours: Support is available twenty-four (24) hours a day from 8.00am (CET) Monday to 8.00am (CET) Saturday.

4.2   Support requests: In support of the Services, We will respond to service-related incidents and/or requests submitted by You within the time frames indicated in the table in paragraph 4.6.

4.3   We cannot guarantee that Support requests received outside of office hours will be actioned.

4.4   If an incident or bug issue requires input from Our third party developers, Maximum Resolution Times may be delayed as Our third party developers' working hours are ordinarily between 8.30am and 5.00pm (CET) Monday-Friday.

4.5   The resolution times detailed in paragraph 4.6 below do not include any time in which Our support team is waiting on information from You. We shall use commercially reasonable efforts to meet the maximum resolution times set out in paragraph 4.6.

__Support Response Times__

4.6   Our support response times shall be in accordance with the following table (**Support Response Times**):

Priority Code	Maximum Human Response Time	Maximum Resolution Time	Minimum Update Interval
0	Thirty (30) mins	Two (2) hours	One (1) hour
1	One (1) hour	Twelve (12) hours	Two (2) hours
2	One (1) hour	Three (3) days	Every Business Day
3	Four (4) hours	Seven (7) days	N/A
4	Four (4) hours	with the next routine upgrade.	N/A

Priority Code	Description
0 (high)	The product is not accessible by any Approved User.
1	The product cannot be used or the error has a critical impact on the business process. A bypass is not available and the situation requires an immediate solution.
2	The use of the product is limited or certain functions cannot be used. A bypass is not available and the situation requires a solution as soon as possible.
3	The product is operational or the use of several functions is restricted. A bypass is available allowing business processes to continue.
4 (low)	The product is operational or the use of several functions has minor restrictions. A bypass is available allowing business processes to continue.

__Reporting Requirements for Operational Issues__

4.7   For all operational Support issues, Support requests can be made using:

   4.7.1   XTM's support Portal (the **Portal**); or

   4.7.2   by email when raised by an Appointed Email User to support@xtm.cloud.

4.8   Support Response Times will only apply where support requests are raised in accordance with paragraph 4.7.

4.9   Support is available in English and Polish.

4.10   You must provide Us with a list of Appointed Email Users by email to Your Account Manager during onboarding in order for Us to provide the Appointed Email Users with Support. The list can be updated by You by email to Your Account Manager at any time.