

# NetVizura Maintenance and Support Agreement (MSA)

Soneco provides Maintenance and Support Services ("Services") directly to its Users or indirectly via its Partners, in addition to its Software which is licensed under the Soneco authorized NetVizura End User License Agreement (EULA).

**1. Grant of Services.** Users may subscribe to the Maintenance and Support Services by paying the License Fee or Maintenance and Support Fee. The Services provided and the policies under which these Services are rendered are described in this document.

**2. Maintenance Services.** Soneco will make available Updates (improvements, adjustments and bugfixes) and Upgrades (major changes) to the Software at no additional charge when available. The last major version (current major version) of the Product is the supported version of a Product. Soneco may, at its sole discretion, cease providing Maintenance and Support for any prior version of the Licensed Product twelve (12) months after an Upgrade is made available (End of Life). Furthermore, at such time as Soneco decides to cease maintaining and supporting the Licensed Product for its entire customer base, Soneco may cease providing Maintenance and Support two years after such decision is communicated by written notice to Reseller. Any supplemental software provided to User as part of the Maintenance Services shall be considered part of the Software and subject to the terms and conditions of the End User License Agreement (EULA).

**3. Support Services.** Soneco will provide web, email and phone support during Soneco business hours - from 9:00 a.m. through 5:00 p.m., Monday through Friday, Central European Time (CET), excluding local holidays. Support also includes initial setup assistance (the opportunity to consult with a member of the technical support staff that will assist User with the software capabilities, functionality and characteristics and provide basic problem resolution assistance as required). This assistance does not cover full training or consulting services.

**4. SLA.** Soneco guarantees the following service level times depending on the incident severity:

Incident severity	Response time (assignment)	Recovery time* (workaround)	Solution time (bugfix)
Critical incident	2 working hours	1 working day	1 working week
Major incident	4 working hours	2 working days	Next minor version
Minor incident	4 working hours	-	Next major version

\* In order for Soneco to achieve application recovery, User needs to provide remote access to NetVizura server.

Incident is:

1. responded to when Soneco's support agent is assigned,
2. recovered when temporarily workaround is provided, and
3. solved when a bug-fix is delivered.

Definition of incident severity:

- **Critical incident** - any Product or major function thereof is inoperative, or is experiencing terminable/intermittent crash that is having a significant impact on the User's ability to use the Products.
- **Major incident** - functionality of the Product is found to be defective or absent, or contains an error that renders Product difficult, but not impossible to use.
- **Minor incident** - User experiences a non-critical degradation of performance, or small problems that need correction in either Products or the relevant Product manuals.

**5. Support Restrictions.** Support will be limited to 5 incident tickets per month.

**6. Excluded Services.** Maintenance and support services do not include new modules released by Soneco that include significantly different features and functionality, which are licensed, priced and marketed as separate modules. Under no circumstances will Soneco be responsible for supporting or correcting any errors in the Licensed Products resulting from any modifications made to the Licensed Product, Licensed Key or other Product internal data or files by Customer or Partner, and Soneco will not be liable for any loss or damage of any nature directly or indirectly caused by such modifications. Excluded from the coverage of this Agreement are also services resulting from User's failure or interruption of any electrical power, or any accident or other cause external to the Software, including, but not limited to problems or malfunctions related to User's network, database, third party software products, and/or computer configurations or User's hardware. Such excluded services, and additional services such as software customization, training and consulting (eg. setup and technical integration) may be contracted separately according to Soneco's then current labor rates, subject to its agreement.

**7. User's Obligations.** User is responsible for (i) notifying Soneco of all problems for which User requires assistance, and (ii) allowing, if necessary, access to the Software, (iii) the assistance of a qualified User's representative, so that Soneco can perform Maintenance Services here under, and (iv) managing continuity of know-how on Products in the event that User's representative is replaced.

**8. Term.** Maintenance and Support Services are subscription based - they are valid for the limited period of one year, and are automatically extended via renewal. Multi-year service agreements are also available upon request. Perpetual License has a one year Maintenance and Support included for free, beginning on the date the license activation. Yearly License includes one year Maintenance and Support. The consecutive one year subscription Term of a maintenance renewal will be included on the renewal notice, and Soneco will endeavor to send an renewal notice 90 days prior to expiration of User's current Maintenance and Support Term. If User does not unsubscribe from these Services at least 60 days before the current Term expires, this Agreement will be automatically renewed for one year and User is obliged to purchase Service for the consecutive Term by the end of the current Term. In case User fails to make this purchase however, Soneco is under no obligation to continue providing its Services.

**9. Termination.** Agreement will terminate i) when User sends written unsubscription notice (via email, fax or paper) up to 60 days before Term expiry or ii) automatically upon termination of the Software License Agreement. In case Maintenance and Support Services were originally provided but are no longer available via authorized Channel Partner, Soneco will have the option to assume delivery of these services and to further make direct Service renewals with such Users.

**10. Fees.** After purchasing Perpetual License, Maintenance and Support Fee for the first year is included for free while consecutive one year Maintenance and Support Fee is 20% of the base License Fee. Annual License includes one year Maintenance and Support Fee. Unless User unsubscribes, Fee for successive Term shall be due and payable on the day of the current Term expiry. In the event that User fails to purchase the Maintenance Fee when due, in order to resume using Services the User is required to pay for the full consecutive Term(s) - from the last purchased Term expiry date.

If Customer licenses Add-on Modules or Capacity Increases effective on any date other than the Effective Date or any anniversary thereof, the Annual Standard Maintenance and Support Fee for such Add-on Modules or Capacity Increases shall be pro-rated for the remainder of the year in question.

Additional Support (more incidents, custom installation, implementation, software customization) during the current Term of their maintenance and support agreement is charged additionally per commenced hour. Soneco keeps all rights to change Maintenance and Support Fee in the future.

**11. Disclaimer of Warranty.** SONECO WARRANTS THAT THE MAINTENANCE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS. SONECO MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS SUPPORT AND MAINTENANCE CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF ANY KIND RESPECTING ANY MAINTENANCE SERVICES PERFORMED HEREUNDER OR ANY MATERIALS FURNISHED HEREUNDER.

**12. Limitation of Liability.** THE CUMULATIVE LIABILITY OF SONECO TO USER FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS SUPPORT AND MAINTENANCE CONTRACT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE MAINTENANCE FEES PAID TO SONECO WITHIN THE PRIOR YEAR. IN NO EVENT WILL SONECO BE LIABLE TO USER FOR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF SONECO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

**13. Confidentiality.** With respect to technical information User provides to Soneco as part of the Maintenance and Support Services, Soneco is obliged to keep this information safe and anonymous, but may use such information for its business purposes, including for product updates and development.

*Updated January 2017*