



SERVICE AND SUPPORT LEVELS FOR ENTERPRISE PRODUCTS (“SLA”)

1. BACKGROUND

- (A) Snapt Systems (Pty) Ltd (or its successors and assigns from time to time) (**Snapt**) has developed certain enterprise technology products (**Products**) which it makes available to customers who have concluded a license agreement with Snapt (**License Agreement**) for ongoing use and access (**Customers**).
- (B) This SLA outlines the material parameters and service levels within which Snapt shall provide support services (**Services**) to each Customer from time to time.

2. GOALS & OBJECTIVES

The purpose of this SLA is to:

- clarify accountability, roles and/or material responsibilities in relation to the Services;
- present concise and measurable descriptions of the Services;
- match perceptions of expected service provision with actual service support & delivery.

3. PERIOD AND REVIEW

- 3.1. This SLA is valid from date on which the Customer concluded the License Agreement relevant to the Products (**Effective Date**) and endures for the term of the License Agreement, subject to (i) payment of all fees and compliance by the Customer of all obligations under the License Agreement and (ii) renewal of the term under the License Agreement.
- 3.2. This SLA and the levels of service and response times (collectively, **SLAs**) will be reviewed annually and is subject to change by Snapt on or before renewal of the annual term of the License Agreement on notice to the Customer or otherwise by agreement.

4. INTERPRETATION

4.1. Unless the SLA indicated otherwise, capitalized words in this SLA shall have the meanings given to them in the License Agreement and, in addition, the following terms shall have meanings ascribed below.

4.2. Request Types:

- 4.2.1. “Defect” means that the Product does not conform materially to the published specifications at the time of delivery and which prevents normal operational use in a material respect.
- 4.2.2. “Support Request” means a request related to a perceived or identified Defect in the Products attributable to Snapt and which has been logged on to the Snapt support portal by the Customer. The Support Request will include any relevant information, analyses and error reports that might help resolution of the Support Request by Snapt.
- 4.2.3. “Information Request” means a request which: a) seeks general information about the features and functions of the Products; b) relates to the use or implementation of the Products other than regarding Defects; c) is a request for clarification or guidance concerning either the Products or documentation provided by Snapt, all as determined by Snapt, whose determination shall be final.

4.3. Customer Team Members:

- 4.3.1. “Customer Support Contact” means a designated employee of Customer, registered with Snapt as a person allowed to log and process Support Requests and who has sufficient knowledge of the supported environment and the Products.
- 4.3.2. “Registered User” means the person that has registered the Products and is the Products administrator.

4.4. Times

- 4.4.1. “Response Time” means the elapsed time between the receipt by Snapt of a Support Request via the Snapt support portal and the target time within which Snapt provides a substantive or meaningful response, including a verbal or written confirmation to the Customer thereof.
- 4.4.2. “Support Hours” means 24 by 7, 365 days a year.

4.5. “Restoring Service” means the completion of one or more immediate or delayed actions that enable the Products to provide normal operations:

- 4.5.1. “Resolution” means the Products has been rectified to facilitate normal business. This may be the result of a temporary or permanent work around, or a Permanent Solution
- 4.5.2. “Temporary Work Around” means a modification or configuration to the Products or environment that will allow normal utilization for a limited period of time while a permanent Resolution is found.
- 4.5.3. “Permanent Work Around” means a modification or configuration to the Products or environment that will allow normal utilization for an indefinite period of time. This may be a result of a Defect that will be rectified in a future release or a limitation that exists that is not intended to be solved or addressed by the Products
- 4.5.4. “Permanent Solution” means the problem has been resolved and normal operations has been resumed

4.6. Customer Business Impact:

- 4.6.1. “Emergency” means that primary and redundant services are unavailable.
- 4.6.2. “Reduced Operations” means that either Snapt’s primary or redundant service is unavailable.
- 4.6.3. “Inconvenience” means that both Snapt’s primary and redundant service is available.

4.7. Priority Levels: Priority Levels only apply to “Support Requests”. Snapt holds the right at any time to review Customer’s assessment and to determine the Priority Level, which determination shall be final. Only service requests logged via the Snapt support portal can be classified as “Urgent”.

- 4.7.1. “Urgent” means a complete loss of all service because of the Products and the situation is an Emergency. Snapt ‘s response time is within 30 minutes from the time that the Service Request was logged with Snapt. Snapt shall remedy defects and/or provide a Resolution within 4 hours of notification of the problem, and a Permanent Solution within an agreed timeframe if different from initial Resolution.
- 4.7.2. “High” means a severe loss of service because of the Products however, operation can continue Reduced Operations. Snapt ‘s response time is within 30 minutes from the



time that the Service Request was logged. Snapt shall remedy defects and/or provide a Resolution within 1 day.

- 4.7.3. "Medium" means a minor loss of service because of the Products, the impact is an Inconvenience. Snapt will acknowledge within 30 minutes from the time that the call was logged with Snapt and shall provide a Resolution within 3 days.
- 4.7.4. "Low" means no loss of service because of the Product; the result is a minor error, incorrect behavior, or a documentation. Snapt will acknowledge within 30 minutes from the time that the Service Request was logged with Snapt. Snapt shall use its reasonable efforts to remedy defects and/or provide a Resolution in the next release.
- 4.7.5. "Question" means no loss of service because of the Product; Snapt will acknowledge within 30 minutes from the time that the Service Request was logged with Snapt. Snapt shall provide a Resolution within a reasonable best effort timeframe with a maximum 1 month.

4.8. "Release" means software made commercially available by Snapt in the ordinary course of business which may include new or improved functionality and/or changes in functionality of the Products.

5. SERVICE SCOPE

5.1. The following support-related Services are covered by this SLA:

- 5.1.1. technical support through the Snapt support portal / ticketing system (support.snapt.net)
- 5.1.2. technical support via email through our monitored email account located at support@snapt.net
- 5.1.3. online chat support in English via our website located at www.snapt.net
- 5.1.4. remote assistance via screen and/or desktop sharing during calls or demonstrations scheduled via the Snapt support portal and/or as agreed by Snapt's support team
- 5.1.5. standby assistance as scheduled and agreed to by the Snapt support system
- 5.1.6. emergency assistance (if onsite, extra costs may apply)
- 5.1.7. responding to service requests via our ticketing system from time to time

5.2. The Registered Users of the Products will receive from time-to-time notifications about Products upgrades including: new versions, service packs, patches and instructions for applying the upgrades that are supplied by Snapt during the period of the License Agreement.

5.3. Support will be provided in English only and will be delivered and prioritized in accordance with the Prioritization and Service Response Timetable set out in 8 below.

6. EXCLUSIONS AND LIMITATION OF LIABILITY

- 6.1. Any liability for damages, losses or expenses attributable to Snapt which arises directly or indirectly from this SLA is limited to the monetary amounts received by Snapt in the 6 months immediately preceding the date on which the claim arose.
- 6.2. The Customer shall notify Snapt as soon as it becomes aware that any Defect may be due to one of the following exclusions (**excluded factor**):

- 6.2.1. altered, damaged, or modified Products (save for those alterations or modifications made directly by Snapt).
 - 6.2.2. Products that are not at a supported release level or for which the Customer does not have a current support and maintenance contract or License Agreement
 - 6.2.3. Defects or errors caused by incorrect use of the Products or operator error.
 - 6.2.4. Defects caused by failure to implement reasonable recommendations in respect of or solutions to Defects provided by Snapt.
 - 6.2.5. Products installed in a hardware or operating environment not supported by Snapt.
 - 6.2.6. Third party software not licensed through or supported by Snapt.
 - 6.2.7. Defects or errors caused by any fault or error in the equipment, programs, applications or products used in conjunction with the Products, or otherwise resulting from causes beyond the reasonable control of Snapt.
- 6.3. If a problem is found to be caused by any excluded factor, then Snapt shall provide support at its sole discretion, and its liability in relation to any excluded factor is wholly excluded under this SLA.

7. CUSTOMER OBLIGATIONS

- 7.1. The Customer shall provide cooperation and assistance to Snapt in Snapt's efforts to provide support. Such cooperation and assistance shall include but not be limited to:
- 7.1.1. The timely transmittal and release to Snapt of appropriate and accurate documentation and information;
 - 7.1.2. Remote access to Customer's environment where the defect can be reproduced and traced.
 - 7.1.3. If the fault cannot be replicated via the remote access, the Customer may require Snapt's staff to attend site and shall pay for the time and expense charges involved in attending this site or other locations.
 - 7.1.4. Customer shall provide Snapt with access to Customer's personnel and its equipment to work on any Support Request as needed.
 - 7.1.5. Customer shall provide supervision, control and management of the Use of the Products. In addition, Customer shall implement procedures for the protection of information and the implementation of backup facilities in the event of Errors in the Products or equipment.
 - 7.1.6. Customer shall provide Snapt with all information requested in relation to the Support Request.
 - 7.1.7. Customer shall maintain a current backup of all configurations.
 - 7.1.8. Customer shall properly train its personnel in the use and application of the Products.
 - 7.1.9. Customer shall keep the Supported Environment up to date.
 - 7.1.10. Customer shall remain current on annual renewals and payment for use of Products
 - 7.1.11. Customer Support Contact shall be present (physically or remote) for all Support Requests at any time.

8. PRIORITISATION AND SERVICE RESPONSE MATRIX

Priority Levels	Priority Levels Definition	Snap Response Time
ADC 500		
Urgent	Complete loss of all service because of the software and the situation is an emergency.	Response time within 1 hour from the time that the service request was logged.
High	Severe loss of service because of the software however, operation can continue reduced operations.	Response time within 1 hour from the time that the service request was logged.
Medium	A minor loss of service because of the software, the impact is an inconvenience.	Response time within 2 hours from the time that the service request was logged.
Low	No loss of service because of the product; the result is a minor error, incorrect behavior, or documentation.	Response time within 3 hours from the time that the service request was logged.
Question	No loss of service because of the Product.	Response time within 8 hours from the time that the service request was logged.

ADCX-5G		
Urgent	Complete loss of all service because of the software and the situation is an emergency.	Response time within 30 minutes from the time that the service request was logged.
High	Severe loss of service because of the software however, operation can continue reduced operations.	Response time within 30 minutes from the time that the service request was logged.
Medium	A minor loss of service because of the software, the impact is an inconvenience.	Response time within 1 hour from the time that the service request was logged.

Low	No loss of service because of the product; the result is a minor error, incorrect behavior, or documentation.	Response time within 2 hours from the time that the service request was logged.
Question	No loss of service because of the Product.	Response time within 6 hours from the time that the service request was logged.
ADCX -10G		
Urgent	Complete loss of all service because of the software and the situation is an emergency.	Response time within 30 minutes from the time that the service request was logged.
High	Severe loss of service because of the software however, operation can continue reduced operations.	Response time within 30 minutes from the time that the service request was logged.
Medium	A minor loss of service because of the software, the impact is an inconvenience.	Response time within 30 minutes from the time that the service request was logged.
Low	No loss of service because of the product; the result is a minor error, incorrect behavior, or documentation.	Response time within 1 hour from the time that the service request was logged
Question	No loss of service because of the Product.---	Response time within 6 hours from the time that the service request was logged