ObjectMatrix

SUPPORT PROCESS AND
SERVICE LEVEL AGREEMENT

Our Commitment

These Agreements represent our commitment to provide the customer with the information technology products and services needed to help them perform and reach their business goals and objectives.

Services

These Agreements describe Object Matrix's commitment to provide the following support services:
- MatrixStore Cluster Server software support
- MatrixStore Client Software Tools (as supplied by Object Matrix) support
- MatrixStore Hardware support

Hours of Helpdesk Coverage

SLA type	Helpdesk Hours	Helpdesk Days
Onsite or Offsite	9AM – 5.30PM UK time	Working Days*
Remote 24/7	24 hour	Year round
(custom options available on request)		

- Monday to Friday excluding UK Bank Holidays.

HELPDESK HOTLINE	+44 2920 382308
ISSUE ESCALATION NUMBERS	+44 7789 770909
/ OUT OF HOURS SUPPORT	+44 7769 757758
	+44 7789 268789
EMAIL HELPDESK SUPPORT	support@object-matrix.com
Website	https://objectmatrix.freshdesk.com/

Why Take Software Support from Object Matrix?
Please see "Service Level Agreement Terms" for the contractual terms.

Object Matrix wishes you to get the best experience possible from your MatrixStore solution and therefore wishes to provide great support for the MatrixStore server and the client software. When taking software support Customers receive:

1. All software upgrades including new versions/features/bug fixes
2. Remote help with client software installation and setup - including (on request) the creation of one customised metadata entry form in DropSpot per annum
3. Telephone software support (UK working hours)

Warranty support provides for bug fix support only via email.

Why Take Onsite or Remote Hardware Support from Object Matrix?
Please see "Service Level Agreement Terms" for the contractual terms.

Remote hardware support is available worldwide. Customers purchasing remote hardware support receive:

1. Advanced hardware replacement where hardware is under warranty (see Appendix A for warranty length). Broken parts must still be returned. Freight will optionally be charged.
2. Remote hardware problem diagnosis.
3. Remote hardware engineer support during the fitting of those components

Onsite hardware support is available in the UK only. Onsite hardware support means that when a hardware fault is remotely diagnosed, whenever required, Object Matrix will arrange an onsite visit to perform the hardware fault fixes.

Why Take Remote 24/7 Support from Object Matrix?
Please see "Service Level Agreement Terms" for the contractual terms.

Remote 24/7 support provides you with a hotline number with which to gain 1st and 2nd level support, whenever you need help, every day of the year.

Support Renewal
Support must be renewed on a yearly basis, starting from the day after the previous support contract has ended in order to be maintained. Payment for support renewal must be received within 30 days of the last support contract ending. If support is not maintained Object Matrix retains the right:
1. Not to provide support outside of statutory rights required by law
2. To refuse a new support contract being taken (on any MatrixStore equipment or software that has been out of support for any period), or, to charge a 25% premium on support costs starting from the date that the support renewal should have started from.

Furthermore, please see Warranty period for the effects of a gap in support.

<u>Raising Support Cases</u>

If you have a support case:

    1. CONTACT YOUR RESELLER

    Your reseller can quickly and efficiently solve most support issues.

    If your reseller cannot solve the issue then you may contact Object Matrix (or your reseller may contact Object Matrix on your behalf).

    2. LOG THE ISSUE AT: http://support.object-matrix.com/support/home

    This is the preferred method – it allows you to enter full issue details as well as to search our FAQs for answers to common questions.

    3. EMAIL THE ISSUE TO: support@object-matrix.com

    An issue number will be given to you. The Object Matrix support process will now begin.

    4. Call the Object Matrix support hotline

Object Matrix Support Process

Once a support issue has been logged either via email to support@object-matrix.com or via the support website, then the issue will be considered live. Please note that if the issue has not been logged (e.g., if it was only phoned in) then the issue will not be considered live until it has been logged.

Any employee on your customer site may raise a support issue, however, Object Matrix reserves the right to go through agreed points of contact to resolve the issue on site (e.g., the central IT team).

Once the issue has been logged the case will be referred to the appropriate Object Matrix resource. The support resource will then make an initial analysis of the support issue. The support resource will send an initial report back to the customer via email or via telephone.

If a bug fix or work around has been identified that can remotely fix the problem without requiring a site visit, then the customer will be informed and a time will be scheduled for the bug fix or work around to be remotely implemented. Object Matrix may require remote VPN access to make the fix or work around.

If it is jointly decided by the Customer and Object Matrix that an onsite visit is required then the cost of that visit will be agreed with the Customer and may include reasonable travel and subsistence.

Once the case has been resolved the Object Matrix support resource will inform the Customer of this by email and/or phone.

Escalation and Critical Issue Procedures

The Customer can escalate an issue outside of the normal course of action described above in the following circumstances:

1. Time targets mentioned in this document are not met

2. There is a dispute about whether a site visit is required or not

3. There is a dispute about whether a Support Case should have been closed and should be re-opened

4. Any other issue of dispute between the parties over hardware or software support

Object Matrix may create or escalate a support case if:

1. Object Matrix believes data loss is a possibility due to circumstance or customer actions

2. Actions of the Customer IT team are delaying Object Matrix from achieving its stated time targets

3. Object Matrix believes there will be significant period of the MatrixStore cluster being offline

4. Any other issue of dispute between the parties over hardware or software support

When a party determines that an Escalation has arisen, that party shall notify the other party via email, and the respective Escalation Officers of each party may contact one another.

If the parties' first Escalation officers fail to resolve the issue within 15 Working Days then either may refer the dispute to their Managing Director who may consult with their respective counterpart. If the Customer's and Object Matrix's Managing Directors fail to resolve a Critical Issue referred to them within 15 Working Days of such referral then either party shall have the option of commencing litigation. All litigation will come under the jurisdiction of UK law.

First escalation	Second escalation
Account Manager	Managing Director

Escalation Table

Software Support

	Warranty	Offsite	24/7
Use of website help forums	●	●	●
Notification of relevant upgrades	●	●	●
Critical software updates	●	●	●
Working hours helpdesk		●	●
24/7 helpdesk			●
All software updates to purchased modules included free of charge		●	●

Hardware Support

	Warranty	Remote	Onsite	24/7
Use of website help forums	●	●	●	●
Notification of relevant upgrades	●	●	●	●
Working hours helpdesk for problem diagnosis and remote engineer support		●	●	●
24/7 helpdesk				●
Replacement parts (whilst in contract)		●	●	●
UK Onsite support			●	●

Service descriptions are described below.

SERVICE LEVEL AGREEMENT TERMS

Object Matrix's Limitations and Service Exclusion Events

The Customer is the user of the Object Matrix software and hardware. This Service Level Agreement ("SLA") is between the Customer and Object Matrix. Object Matrix provided software and hardware is referred to as "Customer's System".

Object Matrix shall reasonably attempt to provide each Service (including service support agreements) as specified in this service level agreement to the Customer. Customer's sole remedy for Object Matrix's failure to provide a service under this agreement shall be as set out in this service level agreement unless otherwise specified in an appendix.

Regardless of the rest of this agreement, Object Matrix shall never be liable to Warrant nor provide any Service in any of the following cases:
1. "Service Exclusion Events" (see below); or,
2. Due to Customer failing to provide Virtual Private Network (VPN) access (or equivalent) that could have allowed Object Matrix to make remote diagnosis and/or timely solution of the problem; or,
3. The Customer having any monies owing to Object Matrix or its resellers for any MatrixStore related hardware, software, support or services.

"Service Exclusion Events" are:
- A failure or fault of the Customer's System or application, e.g., any hardware or software within the Customer's System not directly supplied or supported by Object Matrix or any telecommunication links (e.g., VPN or Internet) between the Customer's System and the Object Matrix System supplied by the Customer or by a 3rd party;
- **A failure or fault of any part of the Customer's System following any alteration, substitution, modification or update of the Customer's hardware not directly authorised in writing by Object Matrix;**
- A failure caused by the Customer failing to keep the Customer's System within the temperature range of 5C to 24C, a failure to the Customer's System caused by an interrupted power supply where a maintained UPS is not present, or a failure of Customer's Equipment caused by water damage, explosion or any other external factor that causes physical hardware damage;
- Customer induced or attributed failure; or,
- Force Majeure (see below); or,
- Suspension of the Support in accordance with the terms of this Agreement or the Sales Agreement or due to unpaid monies owing.

Object Matrix shall never be liable to support the Customer's network setup or client machines (e.g., operating system version upgrades, etc).

Force Majeure

For the purposes of this Agreement, the expression "force majeure" shall mean any events, omissions, occurrences or non-occurrences beyond either Party's reasonable control including without limitation any act of God, flood, drought, lightning or fire, the act or omission of Government or highways authorities not within the control of the party claiming the benefit of force majeure, acts by other telecommunications operators or administrations or other competent authority not within the reasonable control of the party claiming the benefit of force majeure, war, military operations, acts of terrorism or riot. Neither party shall be liable to the other for any loss caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations in this Agreement (other than payment obligations) which is due to force majeure.

If either party becomes aware of circumstances of force majeure which give rise to or which are likely to give rise to failure or delay on its part in performing its obligations in this Agreement, it shall immediately notify the other and shall inform the other of the period during which it is estimated that such failure or delay shall continue. If the cause of force majeure continues for a period of three months, the other party shall have the right to terminate the Agreement.

<u>Support Level Agreement Scope</u>

Unless otherwise specified on the invoice, support services provided by this support level agreement shall apply only to the Services ordered on the same invoice and that are supplied by Object Matrix via its Resellers. Object Matrix maintains the right to update this support agreement upon renewal.

<u>Jurisdiction</u>

This Agreement shall be governed by, and construed in accordance with, English law and each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising therefrom.

<u>Service Levels Agreement Term</u>

Unless otherwise stipulated on the invoice for support the term of support provided under this SLA shall be for one year from the Delivery Date of the items ordered. Hardware parts have a warranty period as stated in Appendix A. Software parts are warrantied for bug fixes for 90 days. Hardware warranty covers the supply of warrantied parts to the Customer or the Reseller (at the choice of Object Matrix). Hardware warranty does not cover support for fitting the replacement parts (either remote or onsite). For a customer using Hardware warranty, parts must first be returned to Object Matrix before a replacement part is supplied.

<u>Limitation of Liability</u>

1. Save as aforesaid and subject to Section 6 of the Unfair Contract Terms Act 1977 and with the exception of those implied by Section 12 of the Sales of Goods Act 1979 all conditions and warranties whether express or implied by Statute or Common Law and whether oral or written are (unless specifically confirmed by the Seller in writing) excluded and negated.
2. The liability of either party in connection with this Agreement (whether based in contract, tort (including liability for negligence), misrepresentation, warranty or any other legal or equitable grounds) shall in all cases, be limited to direct damages suffered by the affected party. Under no circumstance shall such liability exceed the value of the goods purchased within this Purchase agreement that has given rise to the damages. This maximum will apply to any event or series of events occurring during any anniversary of this Agreement.
3. Where an Object Matrix software package being installed contains its own license agreement that license agreement including Liabilities and Indemnities contained therein shall always take precedence over this agreement whenever Liabilities and Indemnities are related to that software directly or indirectly.
4. In no event will either party have any liability for loss of profits, consequential, collateral, special, incidental or indirect damages (such as, without limitation, loss of revenue, loss of data, loss of use, loss of goodwill, or interruption of service) or any punitive or exemplary damages.
5. Neither party excludes or restricts liability for death or personal injury caused by its negligence.
6. Each party (the "Indemnifying Party"), where applicable, shall, at its expense, pay, defend, indemnify and hold harmless the other party and its officers, directors, employees and agents (the "Indemnified Party") for, from and against, any and all reasonable costs, expenses (including, without limitation, reasonable legal fees), liabilities, claims, proceedings, damages and losses, as incurred, howsoever arising from or in any way connected with:

i) Any claims from the Indemnified Party's customers, such customers' customers and/or end users in relation to the Services; or

ii) Any act or omission of the Customer, its agents, customers, customers' customers or end users which violates any applicable law or the Intellectual Property rights of any person, firm, company or other third party,

iii) Except to the extent to which such costs, expenses, liabilities, claims, proceedings, damages or losses arise from a material breach of this Agreement by or are the result of the sole negligence or intentional misconduct of the Indemnified Party.

SUPPORT SERVICE DEFINITIONS, DETAILS AND LIMITATIONS

Support Process

All Customers may request support questions via support@object-matrix.com and at http://object-matrix.com.

Notification of Relevant Software Upgrades

All Customers with active warranty or support agreements shall be notified (by email, phone and/or Object Matrix blog postings) when software upgrades are available. This will include notification of critical updates. Critical updates must be installed by the Customer in order to maintain warranty / SLA conditions.

When a software version, hardware update or software patch that Object Matrix classifies as "critical" is released the software will be free of charge for Customers who have previously purchased that hardware or software module and version.

Customers of extended software support are eligible to receive online support for software upgrades or patches.

Customers of onsite hardware support are eligible to receive onsite updates of critical hardware firmware upgrades but only where those updates and upgrades cannot reasonably be performed remotely.

Working Hours Helpdesk

All Customers with active support agreements are entitled to "Hours of Helpdesk Coverage" telephone helpdesk support.

24/7 Helpdesk

All Customers with 24/7 helpdesk coverage may follow the following procedure:

1. Log the problem via the support website or via email.

2. 1st level support: contact their local reseller or Object Matrix representative concerning their problem. The local representative may then recommend that the problem is escalated to 2nd level support.

3. Second level support: contact an Object Matrix support engineer via the Object Matrix helpline. If the engineer is otherwise occupied then the call will be logged on answer phone. The support engineer has an SLA to respond within 1 hour to any message. If the engineer is unable to solve the problem after his or her best endeavors then the call will be escalated to 3rd level support.

4. Third level support: an Object Matrix technical representative will generally require remote access to the MatrixStore during UK hours 7am to 7pm. This will occur during the next UK business day.

UK Onsite Hardware Support

When a problem is reported and diagnosed by an Object Matrix engineer to be a hardware problem is defined as a critical or non-critical hardware issue:

A Non-Critical Issue is defined as one that does not stop the Customer from reading or writing data and is not perceived to put data at imminent risk. One example of this might be a single hard drive failing on a RAID6 array.

Most non-critical hardware issues are resolvable remotely and the following procedure must be followed:

- Object Matrix will immediately ship a replacement part

- The customer should return the broken part as soon as requested by the Object Matrix engineer. This may be immediate, or may be after receiving the replacement part (depending on the part broken).

- **The customer is always responsible for the safe return to Object Matrix of the broken part. Failure to return a broken part in appropriate packaging may result in being invoiced for the value of the broken part.**

If a problem is unresolvable remotely and is a Critical problem and when a Customer is eligible for onsite support the following process must be followed:

Object Matrix will agree a time to visit the Customer site:

- a. In the case of a critical issue, Object Matrix commits to offer that support by the end of the Working Day following the business day after the Customer requests that support.

- b. In the case of a Non-Critical Issue (see below), Object Matrix commits to offer that onsite support by the end of seven Working Days

In all cases, Object Matrix reserves the right to charge for reasonable travel, subsistence and hotel expenses directly related to carrying out onsite support. Where support is required due to a Service Exclusion Event, Object Matrix may also charge for the engineer's time.

Response times:
- Issue registration – 1 business hour
- Attempted fault diagnosis and/or level 1 fixes - 1 business day
- Site visit (once diagnosed as the best route to solution) – 1 business day (where loss of data access is suffered) or 3 business days (where no loss of data access is suffered)
- Maximum total time to solution where loss of data access is suffered before issue escalation can occur – 2 business days

Please note that site visit is by mutual agreement.

Remote Service Monitoring

To enable such monitoring the Customer must allow Object Matrix remote access (e.g., via the Internet) and password access to the Customer System, via which Object Matrix will be able to run diagnostic and monitoring tools.

All Software Updates to the Purchased Modules are included Free of Charge with Extended Software Support

Purchasers of software support are entitled to receive new versions of software (including non-critical versions) for their purchased software modules without charge.

Remote Hardware Support

Remote Hardware Support is available during the defined "Hours of Helpdesk Coverage".

Customers of remote hardware support are entitled to remote hardware problem diagnosis and advanced replacement of hardware components diagnosed as faulty by Object Matrix. For problem diagnosis Object Matrix reserves the right to demand remote VPN access and to have the help of the Customer to perform the instructions given by the Object Matrix approved engineer. Should a persistent problem not be diagnosable remotely then Object Matrix reserves the right to have the

faulty component (e.g., node) returned to Object Matrix's headquarters for local problem diagnosis at the Customer's expense.

Following problem diagnosis Object Matrix will supply replacement parts*. Reasonable freight charges of the faulty parts to the Customer may be charged where the Customer is outside of the UK. In all cases where a replacement hardware part is to be sent the following procedure must be followed:

- Object Matrix will immediately ship a replacement part

- The customer should return the broken part as soon as requested by the Object Matrix engineer. This may be immediate, or may be after receiving the replacement part (depending on the part broken).

- **The customer is always responsible for the safe return to Object Matrix of the broken part. Failure to return a broken part in appropriate packaging may result in being invoiced for the value of the broken part.**

Object Matrix will provide remote support for the fitment of the replacement parts to either the Customer or to the Customer's elected representative. Under no circumstances should the Customer or a hardware engineer appointed by the Customer attempt to fit a replacement part without remote support from Object Matrix.

Generally replacement parts are sent on the day that the problem is diagnosed, however:

1. In the case of disk failure on a RAID6 array, the issue is generally deemed as non-critical and Object Matrix will endeavor to ship a replacement disk within 3 working days.

2. Object Matrix maintains a good stock of parts for nodes, but in the event that spare parts can not be obtained for a broken piece of hardware in an acceptable time period for the customer, Object Matrix reserves the right to switch out the entire node with a replacement node of similar age or newer.

*See Warranty for period that replacement hardware components will be sent free of charge.

Response times:
- Issue registration – 1 business hour
- Attempted fault diagnosis and/or level 1 fixes - 1 business day
- Ship spare parts (once diagnosed as the best route to solution) – 1 business day (where loss of data access is suffered) or 5 business days (where no loss of data access is suffered)
- Maximum total time to solution where loss of data access is suffered before issue escalation can occur – 2 business days

UK Onsite Hardware Replacement

As an extension of Remote Hardware Support, UK Customers can purchase onsite support from Object Matrix.

Appendix A – Hardware Warranty Periods

Hardware parts* have a two-year warranty through Object Matrix, except where:

- Where remote hardware support or onsite hardware support has been continuously provided by Object Matrix since the purchase of the equipment this hardware warranty is extended to 5 years for hard-disk drives and 3 years for all other components. Should there be any interruption in support, this hardware warranty will be restricted to the usual two years.

- RAID card BBUs (pre-2013 node MatrixStore nodes only) have a 1 year warranty.

- Server cases (including LEDs and disk backplane) have a 1 year warranty.