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Support and Maintenance Specification

Objectiv

The purpose of MetriCorr's Support and Maintenance is to provide technical support, solve problems and fix faults associated with software ("Software") that MetriCorr has supplied to Customer under the agreement to which this Specification is appended.
The provision of services is subject to the above-mentioned agreement being in force and Customer not being in breach of its obligations towards MetriCorr.
This Specification describes MetriCorr's Support and Maintenance.

Enginerring Problem Reports (EPR)

Engineering Problem Reports (EPRs) shall be issued by Customer to MetriCorr using a mutually agreed format. This format shall include:

- A detailed description of the symptoms of the problem, including details such as effects on .., observations of statistics counters, and measurements taken on hardware
- Identification of hardware type and version
- An explanation of the system configuration that has to be used to re-create the problem

Severity of ERPs

EPR Classification

Customer shall assign a classification of each EPR according to the severities defined below. If MetriCorr disputes the classification, then both parties shall discuss and agree on a classification. A problem may be re-classified by mutual agreement. EPRs are divided into four severities:

Critical Faults

A Critical Fault is a defect preventing the system in which the Software is integrated from performing its primary function or representing a physical risk for operators or environment.

Major Faults

A Major Fault is a defect causing a serious degradation of performance but not preventing the system from performing its primary functions.

Minor Faults

A Minor Fault is a defect causing a minor degradation of performance without preventing the system from performing its primary functions.

Queries

Queries include requests for information concerning the Software, suggestions of new proposed functions or changes which can improve the Software, and observations of problems that can not be reproduced.

Types of Solutions

Workarounds

A Workaround is a temporary resolution of a problem that removes or reduces the symptoms of the problem to a large degree. A Workaround may consist of instructions or documentation, or may be a Patch Release to the Software. A Workaround may implement reduced or altered functionality in the Software by agreement between the Customer and MetriCorr.

Final Solution

A Final Solution is a permanent resolution of a reported problem. This may consist of an Upgrade Release, and may also include relevant documentation updates.

Patch Releases

Patch Releases are used to make fast corrections of Software due to faults found by Customer and/or MetriCorr.
A Patch Release shall be approved by Customer within a reasonable period, and once approved the correction shall be included by MetriCorr in the next Upgrade Release. Delay in approving the Patch Release may delay the corresponding Upgrade Release.

Upgrade Releases

Upgrade Releases shall be made following a Patch Release, and may if relevant be accompanied by corresponding updates to the documentation. Upgrade Releases may also be made following fixes to defects that have not been observed by the Customer, but that MetriCorr and/or another of MetriCorr's customers has observed.

Upgrade Releases may at MetriCorr's discretion include new functionality and reasonable feature evolution that is backwards compatible for both Customer's hardware and software environment.

Response Times

Response Time

Response Time is the time from a valid EPR is received until MetriCorr acknowledges the receipt of the EPR by responding with allocation of a case number and starts the effort to solve the problem. If the information from the Customer is inadequate, MetriCorr is entitled to request further information from Customer in order to be able to investigate, in these case there will be calculated a new Response Time will apply from when the additional information is received by MetriCorr. In the case of a Query, Response Time is the time until MetriCorr responds with the required information.

Workaround Time

Workaround Time is the time from a valid EPR is received until MetriCorr has replied, giving the description of a Workaround and an estimated date for a Final Solution.

Final Solution Time

Final Solution Time is the time from a valid EPR is received, until MetriCorr has furnished the Customer with a Final Solution which permanently addresses the problem reported.

Closing of EPRs and Documentation

Engineering Problem Report is closed when final solution is delivered to and has been approved by Customer.
New or updated documentation for Patches/Upgrade Releases will be furnished to Customer in PDF format.

Communication

Telephone Contact

MetriCorr shall provide telephone or email consultations to Customer's qualified personnel regarding technical issues to reach an ongoing fault-free operation of the Software delivered by MetriCorr. The Help Desk telephone +45 92 448 080 can be used for:

- Reporting EPRs where email is not preferred or not sufficient
- Installation/configuration/upgrade of hardware and software
- Guidance when connecting to other equipment
- Improve system performance
- Software queries
- General system queries

Email Contact

The Help Desk email address support@metricorr.com should be preferentially used for reporting EPRs. The same email address can also be used for other queries such as those listed under telephone contact above.

Final Solution

A Final Solution is a permanent resolution of a reported problem. This may consist of an Upgrade Release, and may also include relevant documentation updates.

MetriCorr's Responsibilities

MetriCorr shall use all commercially reasonable efforts to attempt to resolve problems related to the Software and reported by Customer in accordance with the provisions set out in this Specification, within the target times specified in the table below. Occasional failures to meet these times shall not be considered a failure to perform. MetriCorr's liability shall be subject to the limitations set out in the agreement under which the Software have been delivered.
It is possible that a problem cannot be resolved for reasons beyond MetriCorr's control, including but not limited to force majeure, … technology problems, tool problems, and … or external memory resource limitations. Should this be the case, MetriCorr shall use commercially reasonable efforts to provide a workaround or a partial solution that minimizes the impact of the problem, and/or propose any feature changes that would allow a fix to be implemented.
MetriCorr (and Customer where applicable) shall use all commvercially reasonable efforts to respond to EPRs within the target time periods set out below:

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EPR Severity	Response Time	Target Workaround Time	Final Solution Time
Critical	1	10	30
Major	2	20	90
Minor	5	Not applicable	In next scheduled Upgrade Release
Query	10	Not applicable	Not applicable

The units used above are business days meaning the period from 09:00 to 17:00 Central European Time (CET) and with the exclusion of Danish national holidays and weekends.

Customer's responsbilities

General Problem

The Customer shall as applicable:

- Be responsible for and carry out normal operation and maintenance of the Software and remedy all problems, which can be solved without assistance from MetriCorr
- Participate in diagnostics and corrections of EPRs in areas, where Customer has developed part of the functionality or the problem is in the interface between the two subsystems
- Provide MetriCorr with access to adequate Customer equipment, at Customer's or MetriCorr's premises as applicable, where necessary to enale MetriCorr to locate, verify and correct EPRs

Implementation of Upgrades

Within a reasonable period after MetriCorr releasing an Upgrade Release to the Customer, the Customer shall endeavour to implement the Upgrade in all systems subject to the Support Agreement. After this period, all EPRs shall refer to the latest released version and support will cease for the earlier versions, unless continued support for the earlier versions is agreed in writing. Subject to a reasonable notice MetriCorr may cease support and maintenance of outdated program versions, such as versions that are executed on older operating systems.

Support Meetings

Support meetings may be held regularly.
The purpose of the support meetings is to discuss EPR status and continuously improve the services and the communication between the parties. Support meetings may be held via telephone conference or at MetriCorr's premises or, if agreed, at the Customer's premises.
Each party may at any time call for a support meeting with 1 month's notice.

Compensation

MetriCorr shall be entitled to compensation for services requested and performed that are not related to support, problems or faults caused by MetriCorr's Software.