

Service Description Support and Maintenance

Definitions:

Unless the context or circumstances clearly indicate otherwise, the following words and phrases shall have the meanings specified below:

Business Hours: are the hours between 9am and 5pm CEST, Monday through Friday excluding legal holidays in Sweden. Alternatively, the hours between 9am and 5pm PST time zone, Monday through Friday excluding legal holidays in California.

Customer: shall mean the beneficiary of the Support & Maintenance Agreement, either an end user Customer or a Partner.

Major Release: shall mean major enhancements to the Software Appliance Product and is marked by the first digit in the Release digits i.e. Release 1.2.3. A Major Release does not include enhancements/ new functionality that is sold as a separate module.

Minor Release: shall mean minor enhancements to the Software Appliance Product and is marked by the second digit in the Release digits i.e. Release 1.2.3.

Maintenance Release: shall mean defect corrections and flaws in the finish to the Software and is marked by the third digit in the Release digits i.e. Release 1.2.3.

Product: shall mean the applicable PrimeKey product intended for support and maintenance services i.e. the Appliance, Hardware, Software or Software Products.

The definitions in the main document and other appendices to the Support & Maintenance Agreement shall also apply in this document.

1. GENERAL

A. Support

Where there is a fault, or suspected fault, in the Product and provided that the Customer is in compliance with any and all license conditions applicable to the Product, PrimeKey shall assist the Customer by replying to questions from persons specifically appointed by the Customer. Customer may use the services described herein only by making reference to a valid Support & Maintenance Agreement with PrimeKey. If the end user's Support & Maintenance Agreement is executed with an appointed PrimeKey Partner, the end user shall use such Partner as their primary support channel.

B. Telephone support

Telephone Support is provided English, available according to the Customer's Support Service Plan and the applicable time zone.

C. Problem Reporting

All problem reporting shall be made to PrimeKey's Support Center using the following channels:

- a) Issue Tracker at <https://support.primekey.com/>, or
- b) email at support@primekey.com, or
- c) telephone at +1 (251) 317 69 84.

D. Services not included

Customer agrees that it will not expect PrimeKey to handle routine support and maintenance issues reasonably expected to be handled by the Customer's technical personnel. Specifically, PrimeKey support does not include any of the following:

- a) custom programming services;
- b) on-site support, including installation of hardware or software;
- c) support of any software not constituting part of the Product;
- d) training;
- e) general system infrastructure, network design or troubleshooting, installation assistance, or configuration support for third party components.

E. Incompatibilities (Exception from PrimeKey's obligations)

PrimeKey assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Product if Customer has: (a) made changes to the Appliance or Software or their intended configuration or; (b) if PrimeKey's system- and IT-environments requirements are not followed.

F. Customer assistance and responsibility

Customer shall provide all reasonable assistance requested by PrimeKey and PrimeKey shall not be responsible for any delays or failures to support or maintain the Product if and to the extent such failure is a result of Customer's failure to provide reasonable assistance to PrimeKey or otherwise perform its obligations under the Agreement.

Customer shall provide a description of the commands and procedures that reveal a fault.

Customer understand and acknowledges that in order to retain sufficient knowledge to administrate and run the Products, training of Customer's personnel on the Products may be required from time to time.

2. SUPPORT SERVICES

A. Support Service Plans

PrimeKey offers two different Support Service Plans. Standard 8/5 or Premium 24/7. The Customer will be assigned either CEST or PST time zones depending upon Customer location. Any support call from a Customer outside of the applicable Business Hours will be subject to extra charge.

i. Standard Support Service Plan

The Support Center for Standard Support is available during Business Hours.

ii. Premium Support Service Plan

The Support Center for Premium Support is available twenty-four (24) hours a day, seven (7) days a week, three-hundred-sixty-five (365) days a year.

iii. Service Response Times

TABLE A

	Standard	Premium
Severity 1	8 Business Hours	4 hours*
Severity 2	16 Business Hours	8 hours*
Severity 3	32 Business Hours	24 hours*
Severity 4	64 Business Hours	24 hours*

*For reporting outside of Business Hours, please report the problem via telephone to avoid undue delays.

B. Severities

Upon receipt by PrimeKey through the Support Center of an error, defect, malfunction or nonconformity in the Products, PrimeKey shall respond as provided below.

i. Severity 1: Produces an emergency situation in which the Product is inoperable, produces incorrect results, or fails catastrophically.

Service Response: PrimeKey will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within the SLA period stated in Table A. The resolution will be delivered as a work-around, or emergency software update. If PrimeKey delivers an acceptable work-around, the severity classification will drop to a Severity 2.

ii. Severity 2: Produces a detrimental situation in which performance (throughput or response) of the Product degrades substantially under reasonable loads, such that there is a severe impact on use; the Product is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

Service Response: PrimeKey will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within the SLA period stated in Table A. The resolution will be delivered in the same format as Severity 1 problems. If PrimeKey delivers an acceptable work around for a Severity 2 problem, the severity classification will drop to a Severity 3.

iii. Severity 3: Produces an inconvenient situation in which Product is usable but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.

Service Response: PrimeKey will use reasonable commercial efforts to resolve Severity 3 problems in the next Maintenance Release.

iv. Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from PrimeKey.

Service Response: PrimeKey will provide, if agreed by PrimeKey, as a fix or fixes for Severity 4 problems in future Maintenance Release.

C. Support incident

PrimeKey, in its own discretion, will determine what constitutes a support Incident. Typically, a support Incident is a situation where the Customer needs remedial support focusing on one aspect of the Product Severity Levels 1, 2 and 3. Note that Severity Level 4 from is not considered as a support Incident. One support Incident may involve multiple emails, phone consultations, and off-line research.

A Support Incident has reached resolution when Customer receives one of the following:

- a) Information that resolves the issue;

- b) Information on how to obtain a software solution that will resolve the issue, or information that identifies the issue as being resolved by upgrading to a new Release of the Product;
- c) Notice that the issue is caused by a previously known, unresolved issue or an incompatibility issue with the Product;
- d) information that isolates issue to a third-party product, not supported by PrimeKey.

3. MAINTENANCE

PrimeKey will maintain the Product by providing Major Releases, Minor releases and Maintenance Releases and make these available to its Customers as part of normal maintenance service.

Releases will be provided on an as-available basis and include the items listed below:

- a) Bug fixes;
- b) Enhancements to, as applicable, keep current with the Appliance delivered; and
- c) Performance enhancements to the Products.

Releases will not include:

- d) Platforms not originally included in Product;
- e) new functions such as new applications/modules.

Releases will be provided in object code form, as update archives, or as virtual machines/containers as applicable. Releases and updates to related documentation will be made available for electronic download. All such deliveries shall be made by a single communication. Distribution and installation of releases will be the responsibility of Customer. If requested, PrimeKey can provide assistance in the installation of Releases on a time and materials basis, plus expenses.

PrimeKey will not be responsible for incompatibilities as set forth in section 1.E above.

4. HARDWARE REPAIR SERVICE

A. Repair Service

During the maintenance period, PrimeKey will repair or replace a Hardware that fails due to error, provided the Customer has obtained a valid PrimeKey RMA (Return merchandise authorization (RMA) from PrimeKey. Customer must pay all duties, taxes, and fees required to return the Hardware to PrimeKey. PrimeKey will pay return shipping expenses; the Customer is responsible for any additional duties, taxes, and fees related to international shipments. The replacement device or part may be reconditioned or new. Reconditioned equipment is tested, certified, and carries the remainder of the original equipment's warranty.

B. Maintenance Service Plans

Different maintenance service plans related to Hardware Repair are provided by PrimeKey.

i. Standard Maintenance Service Plan

Defect devices or parts will be repaired or replaced within 5 working days of receipt of the product. (Turn-around times do not include shipping time).

ii. Premium Maintenance Service Plan

Defect devices or parts will be repaired or replaced within 2 working days of receipt of the product. (Turn-around times do not include shipping time).

iii. Premium Maintenance Service Plan with HW+ Option

In addition to the Premium Maintenance Service Plan, HW+ offers Customers the option for an advance replacement of defect devices or parts without additional charges. Upon an RMA approval, PrimeKey will ship a replacement part before receiving the defective part. Customer is responsible for return of the equipment within 30 days and return shipping charges. Unreturned equipment will be invoiced at then current list price.

C. Excluded items

PrimeKey's obligations and the stated fees do not include the following, unless otherwise follows from the Specification:

- a) Procurement of add-ons, consumables and other equipment;
- b) Maintenance of consumables, add-ons and other equipment.