

SERVICE AND SUPPORT CONDITIONS PROACTIVE

General

In this annex "Service and Support conditions", further agreements are laid down in regards to the services provided by ProActive offered within the context of remote availability and the keeping of the ProActive modules (also referred to, within the agreement, as: Subscription).

This annex is attached to, and forms part of, the Convention referred to in the preamble of this annex.

A. Definitions:

"Call":	A report of a malfunction, question or wish of the client ProActive by phone, or email, regarding problems and/or questions directly related to the provision of services of the ProActive module (s).
"Malfunction":	A reproducible problem causing the service in the ProActive module (s) to be unavailable, incomplete or limited to the client.
"Infrastructure":	The hardware, data communication facilities and system software used by ProActive to make available the ProActive module(s) that is/are installed on this infrastructure to multiple clients at the same time by means of remote access.
"ProActive modules":	The agreed upon ProActive module(s) that is/are installed on the infrastructure of ProActive, on a location chosen by ProActive, which are made available to multiple clients at once by means of remote access.
"Working days":	Monday to Friday with the exception of the nationally recognized holidays.
"Working hours":	Hours on weekdays from 08:00 to 17:00.
"Servicewindow":	Time- or any part of the day in which ProActive strives to provide its services.
"Work-around":	Temporary solution accepted by the client.

B. Support desk

1. The Support desk of ProActive is the focal point of contact for reports of malfunctions and asking questions that directly relate to the agreed upon ProActive module (s). The Support desk of ProActive can be reached every working day via telephone number 0031900 – 776 2284, 0031 23 54 222 99 or e-mail at support@ProActive.nl
2. To report a malfunction, at least the following information must be provided to the Support Desk by the client:
 - Clientname;
 - Name of the contactperson reporting the incident;
 - A detailed description of the malfunction.
3. Only client designated contact persons who have sufficient knowledge and the skill level of ProActive module(s) shall be entitled to contact the Support Desk.

C. Servicewindow

1. The service window of the ProActive Support & Services are:

Support & Service	Availability
ProActive module(s)	24 hours a day, 7 days a week
Support Desk	During Working Days
Regular scheduled maintenance	Possible between 12:00 am and 06.00 am
Back up	Daily between 12:00 am and 06:00 am (system remains operational during Back up)
Necessary additional maintenance	Not planned. Only if postponement is not possible until regular scheduled maintenance.

2. ProActive uses the priority codes below and the corresponding response times.

Prioritizing:

Prioritization	Priority definitions
1	A disturbance causes the ProActive module (s) to be no longer available to, or only to a limited extent, the client.
2	A malfunction exists, but the malfunction has limited consequences for the client and the client can continue to work with an eventual work around and minimal hindrance.
3	All Calls regarding client wishes and Malfunctions of little disruption, which shall be corrected by means of a subsequent installation of a release of the ProActive module by ProActive.

Response times:

Priority	Response	Correction-time	Notes
1	By telephone	As soon as possible with a max of 12 hours	The malfunction shall be corrected as soon as possible with a max of 12 working hours.
2	8 working hours	3 Working days	The malfunction shall be corrected within 3 working days.
3	Not applicable	Not applicable	Response - and lead times are determined by ProActive.

3. ProActive reserves the right to temporary solutions (work-arounds). If ProActive makes use of any work-around, ProActive will, within a reasonable time (21 calendar days for priority 1; 42 calendar days for priority 2; 63 calendar days for priority 3) implement a structural solution to the problem.
4. In the case of a call with priority code 1, ProActive is obligated, at the first request of client and/or Partner, to carry out the necessary services, as provided for in the article C1 service window, to remedy the malfunction as soon as possible, including limiting, if necessary, the damage to a client, even if these services fall outside of the scope of the article C1 service window.

D. Back-up

1. ProActive creates a back up of the data of the client on two servers every night. Both servers are dedicated backup servers, one of these servers is located at a physically separate location of the operating environment. ProActive saves the daily back-ups for a duration of 2 weeks. The weekly backups are kept for 3 months. ProActive makes full backups only, ProActive does not work with incremental backups. During a recovery procedure it is possible that one day (24 hours) worth of data is lost. No back-up shall be made for archival purposes.

E. Availability

1. ProActive shall, during the term of these conditions, maintain an uptime of 99.5% of the ProActive module(s). Uptime is defined as the means to log in the portal/site of ProActive (to be measured on the server location of ProActive in the ProActive chosen Datacenter) on the agreed ProActive module (s) and displaying the home page of the module. The uptime is calculated as a percentage of the realized number of uptime hours of the module (s), measured over a calendar year. Maintenance work is included in the uptime. Non-availability due to maintenance work therefore also counts in the determination of the uptime percentage.
2. ProActive uptime is tracked and measured. ProActive reporting (available in the software) shall be deemed as evidence of the uptime, excluding counter-evidence of client and/or partner.
3. If, force majeure or unforeseen circumstances (including, but not limited to) is to be understood as: disturbances in communication networks, internet , power failures, failures of servers that are not controlled by ProActive, strikes, natural disasters, war, acts of terrorism, fire, water damage or threats to the aforesaid situations, causing the aforementioned uptime not to be reached, then the period of non-availability is not included in the calculation of the uptime (and is an incident in which the service is identified if available).

F. Property data

1. The data referred to in this agreement, which the client processes using the ProActive services, are and remain the property of client and shall be returned to client, upon termination of the agreement (regardless of the reason), at the first request of Client, on a ProActive (common) storage medium, provided that Client has paid all fees due to ProActive. ProActive is only allowed to remove archived data from the system in consultation with Client.