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ENTERPRISE ACTIVE CLOUD SUPPORT SERVICE

Customer is a user of certain Cloud Services under a Cloud Services Agreement that the Customer has executed with a Alfabet BD GmbH subsidiary (hereinafter "Supplier"). The maintenance and support services that the Supplier has agreed to deliver as provided in the Cloud Services Agreement are defined herein, and this document forms an attachment to the Cloud Services Agreement.

1 DEFINITIONS

1.1 Definitions: Unless the context requires otherwise the following words and expressions shall bear the meanings set out below where used in this Agreement:

"Business Day"	means the days from Monday to Friday excluding public holidays in country as specified in the Customer address field on the first page of the underlying Cloud Services Agreement that correspond with Alfabet BD GmbH's Global Support operating days.
"Business Hour"	means the hours from 8.00 am to 5.00 pm on a Business Day of the main support hub within Customer's region: (a) EMEA – 8 to 5 Central European Time (CET) (b) APJ – 8 to 5 Malaysia Time (MYT) (c) US – 8 to 5 Mountain Time (MT) Global Support operating hours may change from time to time.
"Cloud Services"	means the Supplier cloud services to be provided to the Customer under the Cloud Services Agreement.
"Cloud Services Agreement"	means the Cloud Services Agreement under which the Cloud Services are to be provided to the Customer.
"Documentation"	means the user manuals that the Supplier makes available to users of the Cloud Services.
"Error"	means any verifiable and reproducible failure of the Cloud Services to substantially conform to the specifications for such Cloud Services. Notwithstanding the foregoing, "Error" shall not include any such failure that is caused by: (i) the use or operation of the Cloud Services with any other software or code or in an environment other than that intended or recommended in the Documentation, (ii) modifications to the Cloud Services not made or approved by the Supplier in writing, or (iii) any bug, defect, or error in third-party software used with the Cloud Services.
"Error Correction"	means either a modification or addition to or deletion from the Cloud Services having the effect that such Cloud Services substantially conforms to the then current specifications, or a procedure or routine that, when exercised in the regular operation of the Cloud Services, eliminates any material adverse effect on the Customer caused by an Error. An Error Correction may be a correction, workaround or service update.
"Software AG Global Support"	means the Supplier's Global Support Organization providing the support and maintenance services for the respective Customer.
"Alfabet BD GmbH's Support Portal"	means the Supplier's web-based Customer support system, designed with proactive services, information and Error Corrections.

2 SERVICE DESCRIPTION

2.1 **Enterprise Active Maintenance and Support Service**: Alfabet BD GmbH's Enterprise Active Maintenance and Support Service consists of the following services:

(a) Twenty-four (24) hour access to Alfabet BD GmbH's Support Portal including access for authorized technical contacts ("ATC") to Supplier's request reporting system for browsing and submitting incidents, online access to new product information, documentation and knowledge centre.

(b) 24x7 support service for all incidents with initial response from Alfabet BD GmbH Global Support within the defined reaction time. The respective telephone number is available in Alfabet BD GmbH's Support Portal for Crisis Incidents. If not provided in local language, telephone support is provided in English. Telephone support is provided solely for Crisis incidents and during after-Business Hours and on non-Business Days in English only.

(c) Information on new features, events, and Customer application articles.

(d) Resolution plan within first four hours after receipt of Crisis incident.

(e) Prioritized queuing of support incidents (identical severity levels only).

(f) Multi-region support – see "Processing Customer Requests" clause below.

(g) Unlimited authorized technical contacts (ATC) of the Customer entitled to access Alfabet BD GmbH's Support Portal. All ATCs shall have appropriate professional and technical qualifications and shall be assigned internally by Customer to process queries from users about the Cloud Services. To protect against improper use of services, services may only be requisitioned by these ATCs previously-reported to Supplier. Customer must review and update the list of ATCs once per year in order to ensure accuracy. ATC Group accounts that are used by multiple Customer representatives are not allowed. One customer representative equals one ATC only.

(h) One-on-one web-based consulting sessions on a variety of topics limited to up to 4 consultations per year plus others upon request and subject to availability. A list of sessions is available on Alfabet BD GmbH's Support Portal and is subject to change from time to time.

(i) Documentation on updates to the Cloud Services. Information regarding availability of Cloud Services and Documentation updates are published by Supplier and available in Alfabet BD GmbH's Support Portal.

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3 PROCESSING CUSTOMER REQUESTS

3.1 **Introduction**: Customer requests will be received by Alfabet BD GmbH Global Support and will be documented in Alfabet BD GmbH's Support Portal for further processing. The Customer will be given a reference processing number for future reference.

(a) All crisis incidents must be submitted to Alfabet BD GmbH Global Support by telephone. When submi ing Security Incidents to Alfabet BD GmbH Global Support, Customer must indicate this aspect to the support representative or set the security flag in the support ticket if reported via customer support portal.

(b) Global Support will respond within the defined reaction time. For critical and standard severity incidents, the active support region will initiate work on the solution. When the ATC's default support region comes online, it will take over the ownership of the incident.

(c) After the default region takes ownership of the incident, critical and standard incidents will be progressed only during the business hours of the ATC's default region.

(d) Default region of an ATC is the region where that ATC is located or has opted to define that region as their default region. For example the default region of an EMEA customer is EMEA, however an EMEA ATC may opt another region, say AME as their default region

(e) On non-Business Days Customer must always report critical and standard incidents through Alfabet BD GmbH's Support Portal and must follow up with Global Support service provider via telephone in order to receive an initial response from Global Support based on the agreed upon reaction time. The reaction time is measured from the time the Customer gets in contact with a Alfabet BD GmbH Support Engineer.

(f) During after-Business-Hours and non-Business Days, all communication will be in English only.

(g) When reaching Alfabet BD GmbH Global Support by telephone, Customer is to provide the incident/ticket number so that work on the incident can commence.

(h) Alfabet BD GmbH Global Support has no obligation to solve the Customer's issue within the reaction or any other time frame.

(i) Management Assistance Process will be halted once Customer is provided a potential resolution and until Customer has tested the solution. If Customer informs Alfabet BD GmbH Global Support that the resolution hasn't resolved the problem, Management Assistance Process will resume.

3.2 **Service Expectations**: The following support severities are used for classifying the Customer's incidents. These classifications ensure consistent treatment of incidents handled by Alfabet BD GmbH Global Support. Alfabet BD GmbH Global Support will determine the appropriate severity level according to the following table:

Severity Level	Crisis	Critical	Standard
Definition	Customer's problem has a severe business impact, e.g. production down. Customer is unable to use the Cloud Services, resulting in a major impact on Customer's operations. Work cannot reasonably continue.	Customer's problem has a significant business impact; however, operations can continue in a restricted fashion. The Cloud Services are usable but severely limited. There is no acceptable workaround available. Customer is experiencing a significant loss of service.	Customer's problem has some business impact. The Cloud Services are usable and causes only minor inconvenience. It may be a minor Error, documentation Error, or incorrect operation of the application, which does not significantly impede the operation of the Cloud Services.
Reaction Time	**30 minutes:** call-back or electronic reply	**2 Hours:** call-back or electronic reply	**1 Day:** call-back or electronic reply
Prioritized Queuing	Incidents are prioritized ahead of Standard Support incidents of the same severity level		
Alfabet BD GmbH Management Assistance Process	After 1 Day: Regional Director Support After 2 Days: Global Vice President Support After 3 Days: Global Senior Vice President Support After 5 Days: Chief Operating Officer	After 5 Business Days: Regional Director Support After 7 Business Days: Global Vice President Support After 9 Business Days: Global Senior Vice President Support After 11 Business Days: Chief Operating Officer	None
Reporting (time frame)	As agreed between Alfabet BD GmbH Global Support and Customer	Daily or as agreed between Alfabet BD GmbH Global Support and Customer	As agreed with Alfabet BD GmbH Global Support and Customer on a case-by-case basis

Severity Level	Crisis	Critical	Standard
Reaction Measure	Resolution plan provided within first four (4) hours after receipt of Crisis incident to include - in Supplier's sole discretion - EITHER: (i) a definition of the intended solution to the problem, OR (ii) a definition of a work-around while Supplier develops or defines a solution, OR (iii) a documented action plan that will include: • current status of the resolution • target timeline for next feedback • responsible Supplier resource(s) • Customer obligations (e.g. provisioning of log files,	Customer is provided with a timeline for Error Correction	• Information about publication date of the Cloud Services release that will solve the issue • Indication that changes/ enhancements are being handled in accordance with Alfabet BD GmbH 's strategy
Required Effort	Economically justifiable effort within standard scope of resources	Reasonable effort within standard scope of resources	Reasonable effort within standard scope of resources

4 CUSTOMER RESPONSIBILITIES

4.1 **Customer Responsibilities**: Customer shall cooperate with Alfabet BD GmbH Global Support and provide relevant information to enable Supplier to reproduce, troubleshoot and resolve the experienced error.

4.2 **Customer Consent**: In case that an incident is submitted to Alfabet BD GmbH's Support Portal Customer authorizes Supplier, for the purposes of troubleshooting and resolving such incident, to access Customer's cloud environment for the duration of the submitted incident on the basis set out in the Cloud Services Agreement.