

SUBSCRIPTION PLAN AGREEMENT



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1. Service Level Agreement

1.1 Statement of Intent

The aim of this agreement is to provide a basis for close cooperation between the CUSTOMER who has acquired the **Subscription Plan** and **SKUDONET SL**, identified by the DISTRIBUTOR in the present contract, in order to provide software updates and software product upgrades to the CUSTOMER by the DISTRIBUTOR, thereby ensuring that the customer will always have updated SKUDONET appliances.

This agreement is contingent upon each party fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

1.2 Objectives of Service Level Agreements

- To create an environment that is conducive to a cooperative relationship between CUSTOMER and DISTRIBUTOR to ensure effective support for SKUDONET SL.
- To document the responsibilities of all parties taking part in the agreement.
- To ensure that CUSTOMER achieves the provision of a high quality of service.
- To define the commencement of the agreement, its initial term, and the provision for reviews.
- To define in detail the service to be delivered by DISTRIBUTOR and the level of service which can be expected by CUSTOMER, thereby reducing the risk of misunderstandings.
- To institute a formal system of objective service level monitoring ensuring that reviews of the agreement are based on factual data.
- To provide a common understanding of service requirements/capabilities and of the principles involved in the measurement of service levels.
- To provide for all parties to the Service Level Agreement a single, easily referenced document that caters to all objectives as listed above.
- Cluster service requires to be configured with the same support plan for all nodes



1.3 Period of Agreement

This agreement will begin on the date specified in the official Sales Order or Invoice issued by the DISTRIBUTOR and will be continued as set forth in them.

Once the CUSTOMER starts the process of acquiring or renewing this service plan, it's assumed that this agreement is fully agreed by both parties.

1.4 Review Procedure

This agreement will be reviewed every year, or at a mutually agreed date, between CUSTOMER and DISTRIBUTOR. The review will cover services provided, service levels, and procedures. Changes to this agreement must be approved by both parties.

During the renewal process, the CUSTOMER will receive several notifications and draft invoices in the last month of the service. Once the CUSTOMER acknowledges the service renewal through a Purchase Order or an Invoice, the service will continue without disruption to the next year(s).

In the case that the renewal confirmation from the CUSTOMER is delayed within the next 3 months since the service expiration date, the DISTRIBUTOR could renew the service with the renewal discount and without disruption of the service.

1.5 Service Level Monitoring

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided.

Service factors must be meaningful, measurable, and monitored constantly. Actual levels of service are to be compared with agreed target levels on a regular basis by both CUSTOMER and DISTRIBUTOR. In the event of a discrepancy between actual and targeted service levels, both CUSTOMER and DISTRIBUTOR are expected to identify and resolve the reason(s) for any discrepancies in close cooperation. Service



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feedback reports will be provided by the CUSTOMER to the DISTRIBUTOR via email to sales@skudonet.com or SKDCentral Support Portal.

1.6 Complaints

All complaints in regard to the operation of the assistance service, including:

- the expected level of services,
- actual service offered and delivered,
- personnel responsible for providing or administering the service,
- any other issue relating to this document or the relationship between CUSTOMER and DISTRIBUTOR,

received by either party will be forwarded in writing and distributed concurrently to the signatories of the given Invoice or Sales Order. The intent is to ensure thorough, timely, and open resolution of all such problems.

2. Customer Responsibilities

2.1 Functional Overview

In order to provide a service for the registration, referral, and resolution of all the support services related faults and queries (of the supported products only) encountered by system administrators to the DISTRIBUTOR, the following specific responsibilities have to be supplied:

- Provision of, at least, one contact, Help Desk, or similar facility. A mailing list would be recommended.
- Once reporting an issue, extract the information of the symptoms and detailed data about questions or problems reported in order to facilitate the Support Team analysis and resolution of the cases.
- Timely referral of faults to DISTRIBUTOR as per method detailed.



3. Distributor Responsibilities

3.1 Functional Overview

The DISTRIBUTOR is a provider of computing services based on open source software and software maintenance to the CUSTOMER.

The responsibilities supplied by the DISTRIBUTOR are:

- Provide an online system to access the software updates and upgrades.
- Provide a system to control the service levels of every appliance or node with the software.
- Protect the sensible data of CUSTOMER and keep it secure according to the current laws.

In no case SKUDONET will be responsible for any damage caused by our software as well as damage caused by its misuse.

3.2 Hours of Operation

The updates and upgrades will be always available and accessible per node or appliance.

4. Supported Products/Applications/Systems

4.1 Supported Devices

The DISTRIBUTOR is able to supply professional support for all SKUDONET platforms and formats, whether they are physical or software-based devices published on official sites. We understand by professional support access to all updates, both software and product that SKUDONET has available.

With this support plan, the customer doesn't have any technical assistance from our engineers in any case.



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4.2 Subscription Plan Benefits

The Subscription Plan service is a yearly renewable per SKUDONET appliance (or deployment) service plan, which includes the following benefits.

SKUDONET Support Benefits	Subscription Plan
Service Scope	
Software Updates Latest SKUDONET software releases available, Community and Enterprise.	✓
Software Product Upgrades Downloads of full system upgrades are available.	✓
Platform Supported Virtual, hardware, bare metal, cloud, or microservices platforms supported.	✓
Dedicated Engineer Direct contact with SKUDONET Engineers through the official channels available.	×
Assistance Cases Reporting of issues to be analyzed by our Support Team.	×
Cybersecurity Services Remote services are available to be up to date with security lists, signatures, and real-time threat detection for the IPDS module.	×
Maintenance	
Instant Hotfixes Hotfixes are provided without waiting for the next release.	×
Packages Repository Quick and easy appliance update through remote repositories.	✓
Features	
Latest developments Ensure you have the latest developments and new features.	✓
Development proposals Your proposals will be heard to be included in the development roadmap.	×



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Resources	
Support Portal Web tool to have access to contact our Support Team, cases reporting, software and document downloads, and more.	×
Remote Desktop Assistance Interactive assistance for high priority cases with our Support Team.	×
Security Advisories Security threats and mitigation notifications.	✓
News Be up to date with our latest news every quarter.	✓
Offline updates Enable updates for appliances with no access to the Internet.	✓

4.3 Supported Software

The supported software by the DISTRIBUTOR includes the SKUDONET products, a complete limitless load balancing solution based on an open source appliance, all current versions, and the new upcoming ones.

4.4 Communication Resources

The CUSTOMER will be notified about news and updates via mass mailing or via the web GUI of the appliances.