

# **24x7 Support Plan Agreement**

**Application Delivery and Security Platform**

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## 1. Service Level Agreement

### 1.1 Statement of Intent

This agreement aims to provide a basis for close cooperation between the CUSTOMER who has acquired the **24x7 Support Plan** and **SKUDONET SL**, identified by the DISTRIBUTOR in the present contract, to provide software updates, software product upgrades, and technical assistance to the CUSTOMER by the DISTRIBUTOR, thereby ensuring a timely and efficient assistance service and always updated and secured 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 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 needs 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 outlined in them.

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

### 1.4 Review Procedure

This agreement will be reviewed every year, or at a mutually agreed-upon 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 for 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 feedback reports will be provided by the CUSTOMER to the DISTRIBUTOR via email to [sales@skudonet.com](mailto:sales@skudonet.com) or the SKDCentral Support Portal.

## 1.6 Complaints

All complaints relating 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 or 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's analysis and resolution of the cases.
- Provide the system architecture and networking details referring to the load balancing services, the number of nodes installed at production and development environments, or any other kind of required information in order to understand the root cause of the issue and help to provide the best solution.
- Timely referral of faults to the DISTRIBUTOR as per the method detailed.

## 2.2 Response Times

The Service Level Agreement is classified according to the nature of the fault. The CUSTOMER maintenance and support service could use the following table to help identify the case priority:

Business Critical		Non-Business Critical		Request for service
Fatal	Impaired	Fatal	Impaired	
★ ★ High	★ ★ High	★ ☆ Normal	★ ☆ Normal	☆ ☆ Low

The service level definitions are:

<b>Fatal</b>	Total system interoperability
<b>Impaired</b>	Partial system interoperability
<b>Business critical</b>	Unable to perform core business functions
<b>Non-business critical</b>	Able to perform limited core business functions
<b>Request for Service</b>	Petitions for new features or special requests

The Maximum Response Times according to the Service Level for the current Support Plan are the following:

Priority level	Max response time
★ ★ High	1 hour (through our support phone number)*
★ ☆ Normal	4 hours
☆ ☆ Low	Next business day

\*This phone number will be provided to the customer when purchasing the 24x7 support plan.

## 2.3 Priority Level Response Times

The response times from the service desk or system administrators have to be adjusted according to the priority level assigned for the case or request, via the resources offered by the DISTRIBUTOR.

# 3. Distributor Responsibilities

## 3.1 Functional Overview

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

The responsibilities supplied by the DISTRIBUTOR are:

- Provide an online system to access the software updates and upgrades.
- Provide an online system to maintain updated security signatures, lists, and protection mechanisms.
- Provide a system to control the service levels of every appliance or node with the software.
- Protect the sensitive data of CUSTOMER and keep it secure according to the current laws.
- Provide a platform for the registration of cases.
- Provide service support and resolution engagement for the products involved according to the established service level and personalized system architecture.
- Timely response and resolution of faults to the CUSTOMER.
- Fault resolution monitoring and production, and distribution of Service Level Monitoring reports when required.

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

## 3.2 Hours of Operation

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

A DISTRIBUTOR representative will be available to provide technical assistance through the resources supplied 24 hours per day, Monday to Sunday.

## 3.3 Response Times

The DISTRIBUTOR will analyze the priority of the fault set by the CUSTOMER and the service status according to the Maximum Response Times referred to in the current agreement.

## 3.4 Service Level Targets

The DISTRIBUTOR will respond within the time specified by the priority allocation. The CUSTOMER will issue reports as and when required to the DISTRIBUTOR unit manager for the purpose of gauging DISTRIBUTOR performance.

# 4. Supported Products/Applications/Systems

## 4.1 Supported Devices

The DISTRIBUTOR supplies professional support for all SKUDONET platforms and formats, whether they are physical or software-based devices published on the official sites.

## 4.2 24x7 Support Benefits

The 24x7 Support Plan service is a yearly renewable per SKUDONET appliance (or deployment) service plan, which includes the following benefits:



SKUDONET Support Benefits		24x7 Support
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 and to be included in the development roadmap.		✓
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 upcoming ones.

Release candidate versions are included, and periodic upgrades are fully supplied and supported.

The support service includes the development proposals prioritization to be adaptable to the customer's requirements and will be accepted if it fits with the development roadmap of the open source project. The development proposals will not be considered as cases.

The DISTRIBUTOR will be able to provide CUSTOMERS instant hotfixes to resolve software faults and special cases that will be fully supported. Private software repositories will be supplied for specific CUSTOMER needs.

## 4.4 Support Control

The support services supplied by DISTRIBUTOR to CUSTOMER are considered cases. A case could be a requirement, problem, request, doubt, or assistance in regard to the supported products.

Meanwhile, the Support Contract is effective, the CUSTOMER will have unlimited cases for every one of its acquired nodes.

## 4.5 Communication Resources

All the requests will be reported to the DISTRIBUTOR through the official SKDCentral Customer Portal (<https://central.skudonet.com>), where CUSTOMER, represented by the main contact person or another authorized person, will have access throughout the professional service agreement lifetime.

As assigned by the fault matrix, the response times indicate the initial response via the SKDCentral Portal, which will mean the beginning of the case resolution.

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