



SAAS SERVICES AGREEMENT

This Software As A Service Agreement (the "Agreement") executed on this 7th November 2022 (the "Effective Date") is made

by and between

A-ICE S.r.l. (hereinafter referred to as "**A-ICE**"), a company incorporated under the laws of Italy, having its principal place of business at Via dei Castelli Romani 59, 00071 Pomezia - Italy, VAT No. 04492870961, represented by its Managing Director Mr. Marco Labricciosa Gallese, hereinafter referred to as ("**Supplier**"), which expression, where the context so requires, shall include its Affiliates, successors in title and permitted legal assignees, its officers, directors and staff, of one part;

And

Letisko Poprad-Tatry, a.s., (hereinafter referred to as "**Customer**"), a company incorporated under the laws of [Slovak Republic], having its principal place of business at Na letisko 100, 058 98 Poprad, Slovak Republic, and its operational headquarter at Na letisko 100, 058 98 Poprad, Slovak Republic, VAT No. SK2021915621, represented by its C.E.O. Mr. Martin Rakovský, and member of the board of directors Mr. Michal Staňa, hereinafter referred to as ("**Customer**"), which expression, where the context so requires, shall include its Affiliates, successors in title and permitted legal assignees, its officers, directors and staff, of the other part;

(together the "**Parties**" and severally a "**Party**").

Preamble

(A) Supplier has developed certain software and services applications and platforms which it makes available to customers on a pay-per-use basis for the purpose of Departure Control and Weight and Balance functionalities (as described in the technical and commercial proposal 2023001-A-DCS&A--WBS-L-CMF-R2 - Airport-Poprad-Tatry, here attached as Annexure 1.

(B) Customer wishes to use the Supplier's service in its business operations. Supplier presented a quotation to Customer, reference number 2023001-A-DCS&A--WBS-L-CMF-R2 - Airport-Poprad-Tatry. (hereinafter referred as "**Proposal**"), here attached as Annexure 1.

(C) In the framework of the Project, and unless explicitly agreed otherwise, the Parties have agreed that Supplier shall be the point of contact for Customer for the provision of the Services, including but not limited to for support and invoicing purposes.

(D) The cooperation between the Parties for the Project is subject to the terms and conditions of this agreement.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Definitions

The definitions and rules of interpretation in this clause apply in this agreement.

Users: those employees, agents and independent contractors of the Customer who are authorized to use the Services and the Documentation under this Agreement.

Customer Data: the data inputted by the Customer, Users, or Supplier on the Customer's behalf for the purpose of using the Services.

Documentation: the documents made available to the Customer by Supplier from time to time which sets out a description of the Services and the user instructions for the Services.

Services: the subscription services provided by Supplier under this Agreement, namely the A-DCS and A-WBS Solutions as described in the Offer.

Software: the software applications used by Supplier in order to provide the Services.

Hardware: the hardware defined in the Proposal which will be supplied to the Customer.

1. SAAS Services

1.1. The Supplier undertakes to provide the Services in accordance with the corresponding Terms of Service, which in particular set out the content, restrictions, terms, procedures and methods associated with the definition of the System Updates and Support.

1.2. For the term of, and subject to, this Agreement and its Appendices, and the payment of the relevant fees, Supplier will use commercially reasonable efforts to provide the Services (in accordance with the Service Level Terms as set forth in the Offer) solely for the Customer's internal business operations.

1.3. The number of users is unlimited. Customer shall inform Supplier in respect to the authorized Users and Supplier will issue passwords and keys to use the Services for the purposes permitted by this Agreement.

2. Customer Responsibilities

2.1. The Customer shall directly, or by means of partners or airport authorities or third-party CUTE providers:



- Acquire(s) any hardware, personal computers and all equipment (local networks, wide area networks, devices, etc.) required for the functioning and use of the Service, which is not provided in the Proposal.
- Take(s) care of all costs and expenses related to the site in which the equipment is installed for using the Service;
- Be solely responsible for procuring and maintaining its network connections and telecommunications links from its sites (airports and/or offices) to the Supplier's data center;
- Provide(s) a telex address to be activated at the Supplier Data Center. This circuit and telex address will be for the exclusive use of A-DCS and A-WBS partition for receiving and sending, on your behalf, the mandatory IATA messaging. All the related costs (activation, fees and traffic) will be covered by the Customer;
- Provide(s) the necessary technical / operational support to Supplier personnel in case of malfunction and / or data transmission lines;
- Obtain(s) and maintain(s) all necessary licenses, consents, and permissions necessary for Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- Ensure(s) that its network and systems comply with the relevant specifications provided by Supplier from time to time. Any hardware, software and applications interconnected with the Service provided by Supplier, including COMMON USE platforms if any (SITA, ARINC, RESA), must comply with the standards functionalities required by Supplier.

3. Ownership

3.1. Nothing in this Agreement and Appendixes shall be deemed to transfer any intellectual property rights of one Party to the other Party. Each Party shall retain all rights to its intellectual property, including any intellectual property rights that may result from engineering and development work carried out by such Party under this Agreement.

3.2. The Customer acknowledges and agrees that the title to the Software and the Documentation and all patents, copyrights, design rights, trade secrets and any intellectual proprietary rights in or related to such Software and documentation are and will remain the exclusive property of Supplier.

3.3. For the purposes of this Agreement, intellectual property rights shall include all present and future patents, copyrights, confidential information, database rights, rights in designs, know-how, mask works, trademarks, service marks, trade and business names, domain names, trade secrets and any other similar rights in any country, whether registered or not and including any other form of statutory protection of any kind and applications for any of the foregoing respectively as well as any trade secrets.

4. Duration

4.1. This Agreement shall enter into force on the day following the date of its publication in the Central Register of the Government Office of the Slovak Republic and shall remain valid for 3 (three) years from the date of go-live, with further 12 (twelve) months extension, unless terminated within 30 days before the natural termination date.

4.2. After the first three years of contract, this agreement shall terminate peacefully if either of the Parties raises a termination proposal with a written notice to the other Party of at least 30 days.

4.3. The Services provided by this Agreement shall terminate immediately in case Customer commits a material breach of any of the conditions in this Agreement and its Appendixes. (i.e. Failing to keep up the payments and should there be sanctions against the Customer or individual within Customer's organization).

4.4.

5. Delivery and Payment

5.1. The time schedule for the set-up of the Services shall be agreed in accordance with Customer's needs. Such time schedule shall be subject to adjustments as agreed between the Parties in writing after confirmation by Customer of the purchase of the Services. Delivery shall be deemed as completed upon issuance of a works completed certificate released by Supplier or by a third party appointed by Supplier.

5.2. Prices for the Services to Customer are set forth in the Annexure 2.

5.3. Invoicing and Payment Terms are set forth in the Annexure 2.

6. Maintenance and Support

6.1. Supplier will provide support and maintenance services as described in Annexure 3. Applicable SLAs are defined in the same Annexure 3. Supplier may provide further support and assistance to Customer, if agreed in writing by the Parties, under terms and conditions to be agreed in writing.

7. Customer Data

7.1. The Customer in accordance with the agreement existing between them, shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. The Customer undertakes to directly adopt appropriate technical and organizational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorized person from having access to computer systems processing personal data, and especially:
- (i) unauthorized reading, copying, alteration or removal of storage media;



(ii) unauthorized data input as well as any unauthorized disclosure, alteration or erasure of stored personal data; (iii) unauthorized using of data-processing systems by means of data transmission facilities;

b) ensure that authorized users of a data-processing system can access only the personal data to which their access right refers;

c) record which personal data have been communicated, when and to whom;

d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;

e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorization;

f) design its organizational structure in such a way that it meets data protection requirements.

7.2. If required by the Customer, Supplier may only maintain a copy of the Customer Data for backup purpose, to allow a restoration of the lost or damaged Customer Data.

7.3. Supplier shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time and shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction, or damage.

8. Non-Disclosure

8.1. Since the signing of the contract until a period of ten (10) years from the termination of this Agreement, or the last date that Supplier performs the Service or any update or improvement thereto, whichever the latest, both Parties shall keep confidential and utilize its best efforts to prevent unauthorized disclosure or use of any information related to the Software, and treat all Supplier's information with the same degree of care as it treats information of its own which it does not want to be publicly disclosed or subject to unauthorized access. This provision does not limit in any way any provision included in a Non-Disclosure Agreement between the Parties for the Project. Such Non-Disclosure Agreement shall remain valid for the whole term of the provision of the Services and ten (10) years after termination for any reason of such Services.

9. Warranty

9.1. Supplier represents and warrants that it has no actual knowledge that the Software or the Services infringe any valid rights of any third party.

9.2. The Supplier guarantees that each Service will comply with the relevant Documentation.

9.3. There is no other express warranty provided for Software and/or Services and/or Documentation unless otherwise agreed. The warranty is up to the agreement limit: (i) as to the Services' merchantability, quality or fitness for a particular purpose, or as to non-infringement; (ii) that the Services

will meet Customer's requirements; and (iii) that the Services will be error free and/or (iv) operate without interruption.

10. Limitation of Liability

10.1 The Customer expressly acknowledges that Supplier shall not be liable for indirect or consequential damages, such as loss of profit, loss of business, or other financial loss. Unless is proven to be caused directly by Departure Control System (A-DCS) and/or Weight and Balance (A-WBS).

10.2 Neither Party's total aggregate liability under this Agreement to the other shall exceed the value of the Agreement.

10.3 These limitations will not apply to damages caused by a Party's breach of this Agreement with willful misconduct or gross negligence.

11. Authorizations and Export Control

11.1 In the event that the import, marketing and sale of the Software and/or Services to the Customer and/or to any Customer's location require any governmental authorization, license and/or certification, these authorizations, licenses and certifications shall be applied for, and obtained by, Customer in the name and on behalf of Supplier. Should this not be possible or advisable under the applicable laws and regulations, Supplier may authorize in writing Customer to apply for, and obtain, any said authorization, license and/or certification in its own name, being understood however that, upon termination of this Agreement, any authorization or certification for the Software and/or Services shall be assigned to Supplier or, if the assignment is not possible, cancelled with the competent authorities. The costs for obtaining such authorization, license and/or certification shall be borne by Customer. Customer will support Supplier by providing any information required to obtain export authorizations from the relevant authorities. Customer understands and agrees that without such export authorizations, Supplier will be prevented from supplying the Services and shall be entitled terminate this Agreement, any SOW or other supply, without any liability towards Customer.

11.2 Customer shall comply at all times with export controls and restrictions by laws or regulations of the European Union and the United States of America, as applicable. Customer shall provide Supplier will all necessary information and document for the purpose of export control compliance, including but not limited to full information on the end user, end user statements and other as Supplier may reasonably require. In case Supplier deems, at its discretion, that a supply is in breach of the applicable export control regulations, Supplier shall use all reasonable effort to be in compliance with applicable export control regulation. In case full compliance at Supplier's exclusive judgement is not possible, Supplier shall be entitled to terminate



such supply without liability - including the relevant SOW and/or purchase order and/or this Agreement - by providing 3 (three) months' notice in writing to Customer and without any liability to the latter. Any use of the Services and/or the Software, or part of such Services and/or Software, in any military application is explicitly excluded.

12. Termination

12.1 This Agreement shall terminate, without notice, (i) upon the institution by or against either Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either Party making an assignment for the benefit of creditors, (iii) upon either Party's dissolution or ceasing to do business, or (iv) if a Party breaches or defaults in the performance or observance of any of the material provisions of this Agreement, and such breach or default is not cured within sixty (60) days after the giving of notice by the other Party specifying such breach or default.

12.2 The following obligations shall survive termination of this Agreement for any reason: Sections 8 (Non-Disclosure), 10 (Limitation of Liability) and 14 (Applicable Law and Jurisdiction).

13. Notices

13.1 Unless otherwise provided in this Agreement or in any of its Appendixes, any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, or delivered by a national overnight express service, as follows:

to Customer:

Letisko Poprad-Tatry, a.s.

Na letisko 100,

05801 Poprad, Slovak Republic

Attn. Mr. Martin Rakovský, CEO

E-mail: rakovsky@airport-poprad.sk

To Supplier:

A-ICE S.r.l.

Via dei Castelli Romani 59

00071 Pomezia, Italy

Attn. Mr. Marco Labricciosa Gallese

Managing Director

E-Mail: marco.labricciosa@a-ice.aero

14. Applicable Law and Jurisdiction

14.1 This Agreement shall be governed by and construed in accordance with the laws of Italy with the exclusion of any conflict of law provisions. The United Nations Convention on the International Sale of Goods shall not apply. All disputes between the Parties regarding this Agreement, including its interpretation, breach and fulfilment shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbitrator appointed in accordance with the said Rules. The seat of the arbitration shall be Rome and the language of the arbitration shall be Italian and English.

15. General Provisions

15.1 With the only exception of allowing the use of the Services by Customer under the Project, Customer shall not have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of Supplier.

15.2 This Agreement supersedes all proposals, oral or written, and all negotiations, conversations or discussions heretofore had between the Parties related to this Agreement, except regarding the here attached Offer.

15.3 This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by both Parties hereto.

15.4 Obligations of both parties to the contract under Sections 8 (Non-Disclosure) and 15.1 (non-assignability) hereof are of a special and unique character which gives them a peculiar value to each Party for which such Party cannot be reasonably or adequately compensated in damages in the event the other Party breaches such obligations. Therefore, Supplier shall, in addition to other remedies which may be available, be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations. Without prejudice to Section 14 (Applicable Law and Jurisdiction) above, Supplier shall be entitled to file for injunctive relief with the courts having jurisdiction where the Customer's principal place of business is located.

14.5 In case of any discrepancies between the provisions in this Agreement and the provisions in the Offer, the provisions in this Agreement shall prevail.

Handwritten signature and date 11/11






16. Annexures

16.1 Following Annexures are included and form integral part of this Agreement:

1. Technical and Commercial Proposal
2023001-A-DCS&A--WBS-L-CMF-R 2 -
Airport-Poprad-Tatry

2. dated February 1st, 2023
3. Fees and Payment Terms
4. Hosting & Support Services.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement as of the date first stated above

Supplier – A-ICE S.r.l.	Customer – Letisko Poprad-Tatyr, a.s.
By: 	By: 26 06 2023
Name: Mr. Marco Labricciosa Gallese	Name: Mr. Martin Rakovský / 
Title: Chairman	Title: CEO
Date: 30 may 2023	Date: 
	Name: Mr. Michal Stoma Title: Board Member / COO

056 50 10 100
-2-



ANNEXURE 1

[Technical and Commercial Proposal]

The scope of this Agreement is the supply of the A-DCS and A-WBS Services, as described in the Proposal.

Prices and terms of payments of the supply are described in the Proposal.

The Proposal shall be considered as part of this Agreement.

2023001-A-DCS&A--WBS-L-CMF-R2 - Airport-Poprad-Tatry

5 / 1
6 / 1



ANNEXURE 2

17. Price details

See proposal, 2023001-A-DCS&A--WBS-L-CMF-R2 - Airport-Poprad-Tatry

17.1 *Optional services*

Upon request we can evaluate the possibility to:

- Supply the CLC (Centralized Load Control) service, provided by a 3rd Party.
- Integrate A-WBS with the Customer's daily flight scheduler



18. Validity of the Proposal

This Proposal is valid until 31st August, 2023

19. Duration of the Contract

The contract is based on a duration of 36 months (3 years)

After the initial period of

3 years, the contract will be automatically renewed for other 24 months periods, unless a request for termination with 90 days' notice has been issued before expiration of the current period.

20. Terms of Payment

Invoices:

- One-time fees:
 - 100% invoiced at contract signature and *paid 30 days from invoice date*
- Recurrent and variable fees to be invoiced in arrears

Payments:

- Each invoice shall be paid within 30 days after the invoice date, except for advanced invoicing

Handwritten signature and initials



ANNEXURE 3

[Hosting & Support Services]

Software support, Levels 1, 2 and 3

Introduction

To show enough evidence and capability as a viable service provider Supplier is providing a draft Service Delivery Plan (SDP) and will follow up with the customer so that the SDP reflects the current operating state at the airport.

Supplier will provide the 1st, 2nd and 3rd software level support therefore, as a sample, this draft SDP will reflect a standard way in which Supplier documents and supports its customers with considerations given to known facts represented to operates our systems on.

This draft SDP will describe the broad range of actions, operations, processes and tools that may be used by Supplier to maintain and support operational systems. The document also summarizes the services that may be performed by Supplier to ensure that required software service support are met or exceeded throughout the lifetime of the contract.

Service Delivery Plan

Ongoing operations of the customer will be supported by off-site personnel trained on the systems which are remotely located. The ongoing support effort will be led by the Supplier Operations team, who will be empowered to act autonomously to ensure that incidents affecting operations can be properly managed without delay. The Supplier Operations team is responsible for the entire systems operations and will be the single point of contact to operators for any business and operational activities.

Operations – Procedures

Supplier operates under ISO 9001:2008 certified processes for all phases of product/service development and operations and maintenance activities. Additionally, Supplier processes are guided by the best practices described in the ITIL v3 standard.

Security – Procedures

Supplier development and maintenance operates under ISO 27001:2013 certified processes for all its own systems.

Performance Analysis

Supplier maintenance teams are in a perpetual state of performance Analysis that includes the evaluation of recurring problems using a combination of experienced technical management, a broad range of equipment trend/performance knowledge, laboratory evaluation, problem duplication and analysis capabilities to accurately identify root cause factors for recurring problems, and to develop long term solutions.

Knowledge Base

Maintaining IT systems provides a base from which to observe and compare trends that could negatively or positively affect operations. Using monthly program reviews with all maintenance sites we enable our maintenance teams to share knowledge, observations and recommended actions.

Reporting and Measurement





Using an ITIL based Service Desk facilitates monthly problem trend and performance reporting occurs and can be done in a variety of formats. The performance measurement process allows recurring problems to be discovered and isolated for research which helps in developing solutions whether it is a revision to preventive maintenance or monitoring practices, the identification of operational problems that can be resolved by user training, and/or the isolation of recurring software or firmware problems, etc.

This information can also be used to quickly present problems to technicians, conduct performance Analysis against historic information, duplicate and Analyze problems in the laboratory environment for immediate solutions.

Incident management

Level 1 support staff is trained to quickly distinguish system impact ratings affecting operations, while Level 2 support will be engaged when needed for specific system incidents, e.g., software patches, fixes, etc. Quick interpretation of an impact rating ensures timely actions can be put in place to meet SLAs. Following is a description of the actions that will be taken to manage an incident based on an impact rating.

During a Localized Impact event the Level 1 team will:

1. Receive and log the ticket/work order so that details of an incident and subsequent response are captured for reporting Analysis and communication.
2. Complete either remote diagnostic actions on the system and the nature of the problem.
3. Follow the escalation and communication procedures identified in Escalation Procedures Section.
4. Engage available resources to resolve an issue within the established SLA and have alerted the Site Manager where the ticket is likely to exceed the SLA.
5. When necessary, complete required information gathering and have escalated the issue to vendor level support.

For System-Wide Impact events the Level 1 team will:

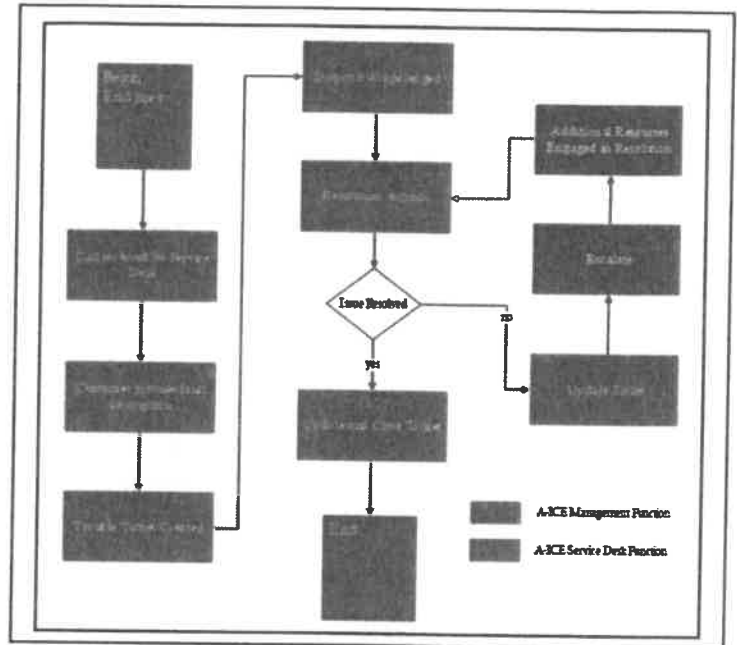
1. Escalate the issue to the Supplier Operations Manager at the earliest opportunity once the impact level has been assessed.
2. Once escalated, the Technician or System Administrator will continue to coordinate with the Supplier Operations Manager in order to close the issue and minimize the impact.
3. Follow the escalation and notification procedures for the affected system and alert the airport contacts defined in this Service Delivery Plan.
4. The Supplier Operations team will release an hourly Outage Briefing describing the ongoing status, scope of impact, and restoration steps in progress to regain full operational status of the affected system.



Basic Call Process

The following flowchart provides a high-level description of the functional roles within Supplier that handles each stage of the fault response process and where tickets are directed according to the Analysis performed:

- All calls from users are routed through to Supplier Service Desk Level. They will act as the first point of contact for all user inquiries. Whenever a user places a call to the Service Desk Level 1 they will be asked to provide a workstation identifier (WSID) of the location experiencing the fault. The WSID is used to create a trouble ticket
- If the problem cannot be resolved initially over the phone, The Level 1 continue the Analysis using, where possible remote computer access or review centralized logs to directly resolve the reported incident.
- The dispatch method for Level 1 team is expected to be via e-mail. The team will then be able to update the status of the ticket and provide details of their actions via e-mails or, when possible, via chat from their smartphone handheld mail devices. All of the performance details surrounding the dispatch and the response process will be captured to form the basis of the reporting to the customer.
- If an incident cannot be resolved by the Level 1 team the Level 2 support team will be engaged for system or software problems.



Third Party Follow-Up

Supplier's philosophy on trouble tickets is that any issue reported by our customer is our issue. Even when SLA requirements or other agreements do not apply, Supplier's dispatching processes and escalation procedures will remain consistent in order to minimize potential confusion over which party is following up and who will maintain timely communication.

Escalation Procedures

The escalation procedures are essential to ensure faults are being dealt with according to the agreed response and restoral times. Each ticket will have an assigned SLA (Service Level Agreement) time based on the equipment type and fault severity. If the incident is not resolved within the allotted time period, the ticket will automatically escalate to the manager of the appropriate system maintenance team, and ultimately to the appropriate upper level management.

For any incident that meets the criteria for critical severity where Supplier is responsible for resolution:

- An outage report will be passed to the relevant SPOC as soon as the system impact has been determined.
- During an outage, once the call has passed the initial restore SLA period, an outage report will be prepared for the relevant customer representative at regular intervals until restoration to normal operating conditions.
- A closing outage report will be prepared as soon as the failed system is restored to normal operating conditions.



Functional Support Structure

The customer will receive support from Supplier personnel in support of the systems which are used throughout the customer's premises;

Having more in-depth knowledge than a typical enterprise, Supplier routinely provides maintenance of thousands of devices that enables us to leverage economies of scale to meet strict service level agreements.

Level 1 (Service Support Management) – Upon receiving the trouble ticket, corrective measures are undertaken to resolve issues. If unresolved within a defined timeline, the incident will be escalated to Level 2.

Level 2 (Product Support) – Unresolved issues are escalated to Supplier's Development Lab providing expert level troubleshooting, Analysis and resolution. The issues are and tracked by the Level 1 till a satisfactory solution is made.

LEVELS OF SUPPORT DEFINITION

Software issues are escalated to the Level 1 & 2 contractor specialists (providing support remotely) for Analysis and resolution. The Level 1 Service Desk retains responsibility for tracking issues and closing the Trouble Ticket upon achieving a satisfactory resolution. Level 2 may assist Level 3 as part of the troubleshooting procedures whenever required to fulfil the Service Level Agreement (SLA).

First Level Support

The first level Software support is the first instance for solving problems within the system.

The first level support is responsible for the following tasks:

- Central entry point for all problem reports concerning the supported system
- Classification, verification and tracking of the problem report. Each call is documented with its own error number, date and time of the message, short description of the problem and problem reported details.
- Analyze the problem and isolate the concerned system components. In case a bug fix shall be requested, the conditions under which the error occurs need to be documented in order to reproduce the system behavior.
- In case of interface or data transmission problems caused by third parties contact and clarification with the responsible contact of the third party involved.
- Check, whether the problem can be solved by first level support
- If the problem can be solved by the first level support, solve the problem immediately
- If the problem cannot be solved by the first level support, activate the second level support in case of necessary trouble shooting or in case of reproducible errors.
- Activation of existing workarounds to bring the system or parts of it back into operation
- Perform and coordinate necessary recovery actions to provide second level support with remote access
- Reconciliation of application data with the customer and third-party systems after system failures
- Confirmation and feedback to the initiator of the call
- Fall-back to previous versions of the software, if necessary

Incident Management. First Level Support is responsible for the following tasks; this is to restore normal service operation as quickly as possible and minimize the adverse impact on business operation.

Secondly to report the problem to Second Level when no solution can be found.

Third is doing Configuration management

Configuration management covers the identification, recording and reporting of all IT components. Items should be under control of Configuration management including software, communications, staff, locations and documentation.



Second Level Support

The goal of the second level support is to re-establish system operation in case a serious systems fault cannot be solved by the first level support. For second level activities advanced system know-how is required. Second Level support takes care of the following: Problem Management, interface to Change management in case of software bug and Release Management.

- Problem management seeks to get the root cause of incidents and initiate actions to improve or correct the situation.
- Release Management ensures that changes are properly implemented into the live environment, in the right place, the correct version, to the required quality and with minimum adverse impact on the business.
- Phone Support for First Level Support technicians
- Classification, verification and tracking of the problem report.
- Perform online system Analysis via remote access, configurations and workarounds, if necessary to re-establish operation. Solve the problem immediately, if possible
- Install or configure workarounds to keep the system running
- Installation & roll-out of software updates for application.
- Fall-back to previous versions of the software, if necessary
- Execution of preventive measures to ensure system operation also on direction of the application software vendor, such as:
 - backup
 - periodical checks of system logs
 - Execute system administration and configuration tasks
 - Confirmation and feedback to the first level support
 - Offline system Analysis to examine problem reports with customer data and log files.
 - Provision of software updates
- If necessary, first level support is contacted to support the remote activities on advice of vendors employees
- Changes to the software – like bug fixes and enhancement software versions are not included within the second level support, but are subject of the third level support.

Third Level Support

Third Level support provided remotely by Supplier takes care of the Change Management Change Management ensures that standardized methods and procedures are used for efficient and prompt handling of all changes, in order to minimize any adverse impacts and maximize business benefit from implemented changes. In addition to the services of the second level support, third level support takes care of further software development. The scope of the third level support o includes bug fixing and software updates for its systems with.

- Basic Third Level Support providing periodical updates for bug fixes and standard software upgrades, and
- Enhanced Third Level Support providing individual patches and software enhancements.
- The decision whether it is a serious software bug will be made considering the current approved software specification of the respective supported system.

A handwritten signature in black ink, appearing to be 'J. J.' or similar, located at the bottom right of the page.



Supplier's SCOPE AND SYSTEMS SUPPORTED

Software support, Levels 1, 2 and 3 SLA with below systems being supported comprising the following;

- A-DCS and A-WBS

Severity and Criticality Level

Incident Priority Level	Target Resolution Time	Response Time
<u>Priority 1</u> (Service Denied)	4 Hours 24 x 7 x 365	30 mins
<u>Priority 2</u> (Service Impacted but not Denied)	8 Hours 24 x 7 x 365	30 mins
<u>Priority 3</u> Single User Impacted	1 Day Mon-Fri 9am-5pm	120 mins
<u>Priority 4</u> Service Request	3 Days Mon-Fri 9am-5pm	1 days