



NEARBY
COMPUTING

Service Level Agreement

Version: SLA/2022/EN

Table of contents

1. Introduction	3
1.1 Purpose	3
1.2 Document layout	3
2. Description of activities	4
2.1 Service desk support	4
2.2 Monitoring	5
2.3 New version	5
2.4 Information provision	5
2.5 Promotion	6
2.6 Other support	6
3. Service Level	7
3.1 Service desk availability	7
3.2 Service Desk accessibility	7
3.3 Language	7
3.4 Priority levels	7
3.5 Response & Solution times	8
3.6 Security	9
3.7 Nearby Computing Customer Portal	9
4. Procedure	10
4.1 User Conditions	10
4.2 Procedure for handling Support Requests	11
4.3 Escalation procedure	13
5. Definitions	14



1. Introduction

1.1 Purpose

This Service Level Agreement (SLA) describes the details of the activities that Nearby Computing may perform based on the Maintenance Agreement between User and Nearby Computing. The priority levels for these activities, the responsibilities pertaining to them and the expectations of the User and Nearby Computing.

Nearby Computing strives for open communications with the User in order to ensure that the User can optimally utilize Nearby Computing's Orchestration Platform (NearbyOne). The purpose of this document is to clarify this, so Nearby Computing and the User can act as partners in good faith.



1.2 Document layout

Nearby Computing will provide maintenance for all Nearby Computing's Orchestration Platform (NearbyOne). This maintenance consists of the following elements:

1. service-desk support;
2. monitoring;
3. new version;
4. information provision.

Nearby Computing also offers the following activities:

5. promotion;
6. other consulting and/or support (at additional cost).

This document defines which services are provided as part of these elements. In the Maintenance Agreement, the User chooses a Service Level to be implemented at the User's organization. The Service Levels supported by Nearby Computing are described in this document.

Chapter 0 describes the availability of the Service Desk, as well as a list of priority levels and the response- and solution times for Support Requests. Chapter 0 includes the User conditions and the reporting and escalation procedures. In order to make this document easier to understand, chapter 0 includes several concepts and definitions.

To ensure that the User can optimally work with the NearbyOne Orchestrator, Nearby Computing will provide the following under the Maintenance Agreement:

- regular Patch updates will be issued to address known bugs in the NearbyOne Orchestrator;
- Nearby Computing will provide sufficient training opportunities on how to use the NearbyOne Orchestrator.

2. Description of activities

2.1 Service desk support

The Nearby Computing service-desk is the central point of contact for Users for Support Requests pertaining to NearbyONE Orchestrator that is implemented and in maintenance phase. The service-desk will register Support Requests and is responsible for efficiently solving them. The User is usually assigned to a specific service-desk employee, known as the service manager, who is their main contact person.

As part of the Maintenance Agreement, the service-desk may be consulted in the event of the following issues:

- questions about how to use the NearbyOne Orchestrator;
- reporting deficiencies with regard to the NearbyOne Orchestrator;
- submitting requests for changes and improvements to the NearbyOne Orchestrator;
- requesting information and/or advice.



In this document, these questions and issues are referred to as 'Support Requests'. Where the document mentions 'solutions', it may also include answers to questions.

The service-desk is intended to answer Users' Support Requests regarding NearbyONE Orchestrator operational environment. The service-desk support covered by a Maintenance Agreement is limited to answering Support Requests dealing with or caused by the NearbyOne Orchestrator. The service-desk's maintenance obligations explicitly exclude solving Support Requests caused by the User's network, hardware, data, communications software or system software, as well as solving Support Requests involving third-party software. If a Support Request was not caused by the NearbyOne Orchestrator, then this service can be dealt with under the section 'other support'. The processing of this section is described in section 2.6.

If it is unclear whether the Support Request lies with Nearby Computing or the software or hardware provided by a third party, then the service-desk will only take action if the third party also provides a support assistant in order to analyse and solve the Support Request together.

The service-desk will determine whether a Support Request should be considered a Deficiency that is subject to the service-desk's maintenance obligation, or should it be considered a user question or request for information or advice. The service-desk may also offer training courses if the service-desk employee notices that there is a lack of knowledge about one or more aspects of the NearbyOne Orchestrator. This may be due to the fact that the service-desk has received a number of questions about the same topic. This service will be dealt with under the section 'other support'. The processing of this section is described in section 2.6.

If the parties do not agree on the assessment described above, then the opinion of the Nearby Computing service-desk is leading. If that is not acceptable, the User may decide to implement the escalation procedure. In that case, Nearby Computing will provide the User with a written justification of the reasons for the assessment. The escalation procedure is described in section 4.3.

2.2 Monitoring

The User can monitor the health of NearbyONE Orchestrator with the Nearby Computing's system monitor almost real-time. The purpose of Nearby Computing's system monitor is to warn when critical problems develop on an NearbyONE Orchestrator application environment. We also monitor the development of non-critical errors, as well as measuring the system's performance. All of this information is sent to Nearby Computing. The data received by Nearby Computing are also used to improve various aspects of the application.

2.3 New version

Nearby Computing can update the NearbyONE Orchestrator software in a new version, this can be done in one of the following three ways:

- a Patch;
- an Enhancement Pack;
- a New Release.



In accordance with the Maintenance Agreement, Nearby Computing will support the versions which are released no longer than 24 months ago. When the User has a Deficiency in his version and there is a higher version available where the Deficiency is solved, it is expected from the User to update the version to that higher version.

The User will be informed when an EP or New Release is issued, so that the User can indicate whether they would like to implement the EP or New Release.

Nearby Computing will provide new versions of NearbyONE Orchestrator to the User at no extra charge. At the User's request, Nearby Computing can also install the new version and additional services in accordance with the 'other support' section of the Maintenance Agreement, as described in section 2.6.

Nearby Computing will use reasonable endeavours to ensure that any User-specific adjustments to NearbyONE Orchestrator will continue to work with the New Releases as long as this is in line with the release program of the NearbyONE Orchestrator. Nearby Computing shall do this if a customization Maintenance Agreement is in place for which additional charges may apply.

2.4 Information provision

The User will be contacted proactively by Nearby Computing to be informed about many topics which can be beneficial to improve the use of NearbyONE Orchestrator for now or the near future. The contacts can be done in various ways:

- Nearby Computing aims to have regular contact with the User in order to hear about the User's experiences with the NearbyONE Orchestrator and their expectations for the future.
- Nearby Computing will provide the User with as much knowledge about NearbyONE Orchestrator as possible through: newsletters; website; webinars; visits; training courses.
- Nearby Computing can assist in establishing contact with other users for knowledge and experience exchange.

2.5 Promotion

Nearby Computing would like to communicate the User's achievements attained with the help of NearbyONE Orchestrator with the outside world. This may include the use of the User's name, logo and/or communications regarding the implementation of the NearbyOne Orchestrator. Naturally, the User must grant permission for such use in advance to Nearby Computing.

Nearby Computing has the option to sign a reference program. This means that time spent by the User to promote Nearby Computing can be rewarded by reference points. These points are redeemable for Nearby Computing services.

2.6 Other support

In addition to providing the services described above in exchange for the fixed compensation stipulated in the Maintenance Agreement, Nearby Computing may also be contacted for additional services. The priority for these additional services will be priority level 3 (please refer to section 3.4). Nearby Computing guarantees that it will respond on all of the User's Support Requests regarding the NearbyOne Orchestrator. The service-desk is the point of contact for discussing these services.



All activities that fall under this section of the Maintenance Agreement will be offered at the daily rates applicable at that moment. These activities may include (but is not limited to):

- NearbyONE Orchestrator training by the Nearby Computing Academy;
- on-the-job training provided by a consultant;
- release training;
- creating an interface between NearbyONE Orchestrator and another software package;
- installing a new module;
- KPI analysis and visualization by using online dashboard tools for management and board information;
- audit/quick scan;
- upgrade to a new release;
- development of user-specific functionality for NearbyONE Orchestrator (customizations);
- support for application management/functional management.

At the User's request, Nearby Computing will submit an offer for these services and conduct the activities in close cooperation with the User. The activities will be conducted in accordance with the Nearby Computing Terms of Delivery.

If the User has any questions or requests that require software changes to the NearbyOne Orchestrator, Nearby Computing will consider whether these changes can be implemented in the standard software. For these adjustments to the standard software additional maintenance fees may apply in order to maintain these adjustment for future releases. Nearby Computing retains the right not to implement the requested changes in the standard software at its discretion (depending on the roadmap) or ask for funding in order to implement without harming the roadmap. Adjustments to the standard software can be implemented at no extra charge in case it is in line with the roadmap. Moreover, the release date for new releases is generally not known in advance.

3. Service Level

3.1 Service desk availability

Three service levels are available with regards to service-desk availability. The specific service level chosen will be recorded in the Maintenance Agreement, providing the User with the right to take advantage of the service-desk's services during the agreed-upon availability period. The work necessary to find a solution will also be conducted during the agreed-upon availability period.

In summary, the services provided for the various Service Levels are:

Service Level	Service desk days available	Service desk times available (CET)
Bronze (standard)	Mon. - Fri. except national holidays	08:30 - 17:30
Silver	Mon. - Sat. except national holidays	07:00 - 22:00
Gold	7 days/week, incl. national holidays	00:00 - 24:00

The standard Service Level (Bronze) gives the User the right to contact the service-desk during office hours. Office hours are: from 08:30 to 17:30 during weekdays, except for national holidays. The User may choose to expand the maintenance window by purchasing a Silver Service Level (Monday till Saturday from 7:00 to 22:00, except national holidays) or a Gold Service Level (7 days per week, 24 hours per day, inclusive all national holidays).

For Silver or Gold Service Levels, the expanded availability of the service-desk only applies to reporting Deficiencies that make it impossible to work with NearbyONE Orchestrator (priority level 1, see section 3.4). In order to provide fast support and to facilitate support after office hours, the User must grant remote access to access the NearbyOne Orchestrator.

3.2 Service Desk accessibility

An authorized employee of the User (see section 4.1) may contact the service-desk via e-mail, telephone or the Nearby Computing Customer Portal.

3.3 Language

The service-desk can answer any call in English (and when available in the User's native language) from 08:30 to 17:30 CET. After office hours, the service-desk will generally only answer calls in English.

3.4 Priority levels

When the service-desk receives a Support Request, it is assigned a priority level. The priority level is determined by the consequences of any Deficiency in NearbyONE Orchestrator will have on the relevant User business process and the importance of that process in the User's operations. The priority levels will be determined in consultation between the Nearby Computing service-desk and the person submitting the Support Request. If the parties cannot agree on a priority level, then Nearby Computing will assign a priority level based on its own



assessment. If that is not acceptable, the User may decide to implement the escalation procedure. Nearby Computing will then provide the User with a written justification of the reasons for assigning the priority level. The escalation procedure is described in section 4.3.

Nearby Computing uses the following priority levels:

Priority level	Description
1- High*	Acute stagnation of the business process; action needed to restore progress.
2- Medium	Obstruction of the business process; progress possible with delays.
3- Low	Inconvenience, minor disruptions which can be avoided, business process is not endangered.

*If NearbyONE Orchestrator is not used for business-critical purposes, then no priority level 1 Support Requests may occur.

The priority level of a priority level 1 or 2 Support Request can be reduced if:

- a workaround is provided by Nearby Computing.

In the following situations, the extra lead time will not be counted in the Support Request resolution time:

- the client is not able to install a Patch (or Patches) provided by Nearby Computing;
- the client is not able to provide information, needed to solve the problem, in a timely manner;
- the client is not able to maintain contact with the service-desk several times per day.



3.5 Response & Solution times

The service-desk shall respond in two work hours for all received Support Requests, providing the User with the Support Request number and the Support Request's priority level. Priority level 1 Support Requests are reported by telephone. This way, Nearby Computing can react immediately and take corrective action.

The response and solution times for Support Requests depend on the priority level assigned. Nearby Computing shall use reasonable endeavours to meet the following response and solution times:

Priority level	Guaranteed response time	Average response time	Target solution time
1	2 work hours	1 work hour	8 work hours
2	8 work hours	4 work hours	5 work days
3	1 week	3 work days	in consultation with User

Note 1: For priority level 1 Support Requests, a work hour/day is an hour/day during the agreed-upon availability window. For other Support Requests, it is one office hour/day.

Note 2: The time is net time, this means the time Nearby Computing is able to work on the Support Request and doesn't have to wait for information from the User.

Nearby Computing will to the best of its ability solve Support Requests within the above time frame. Some incidental solutions may take longer than the times listed above. Nearby Computing has stipulated the quality norm of solving more than 80% of all Support Requests within the stated time frame. For priority level 1 and 2 Support Requests, the provision of a work-around or temporary solution that enables the User to resume

operations will also be considered a solution in determining the solution time. This will often allow the Support Request to be reduced to priority level 3 status. Solutions for priority level 3 Support Requests will be made available to the User in a manner and time frame to be determined in consultation with the User.

If a third party is needed to solve a Support Request (that is, a party other than Nearby Computing with whom the User has a direct contact), then only the time Nearby Computing actually has influence on the solution will be counted as Solution Time. Nearby Computing is not responsible for the progress of a Support Request if a third party is working on it. In case Nearby Computing has to wait for the User's assistance, the time needed to reach a solution will take longer. For our KPI's we will deduct the waiting time from the solution time.

The solution times for all priority levels 1 and 2 are only applicable if Nearby Computing has remote access to NearbyONE Orchestrator at the User's facility, as Nearby Computing then has the option of analysing the problems and making adjustments if necessary. If it is not possible to gain remote access, then all Support Requests will be dealt with in accordance with the solution times for priority level 3. The option of using remote access will be coordinated in consultation with the User.

If the User cannot agree to the expected solution time indicated by the Nearby Computing service-desk, then the User may take advantage of the escalation procedure described in section 4.3.



3.6 Security

Nearby Computing understands the importance of securing the User's data. To that end, Nearby Computing has taken the following security measures:

- If a security problem is identified in the NearbyOne Orchestrator, then Nearby Computing will take measures to reduce the risk posed as a consequence of the problem. For example, Nearby Computing may provide recommendations and/or a Patch to limit the risk to an acceptable level.
- Nearby Computing ensures that the FTP site functionality meets the best practice standards in the field of security (encryption, access management, etc.)
- If Nearby Computing needs information from the User to be able to analyse a Support Request, then this information will be treated with confidentiality and in accordance with applicable legislation and regulations.
- Nearby Computing has appointed a security officer to act as a point of contact for security incidents and in order to ensure constant improvements to the security of the NearbyOne Orchestrator.

3.7 Nearby Computing Customer Portal

The Nearby Computing Customer Portal is another option for the User to view information about NearbyONE Orchestrator and the User's Support Request history. In more detail: in the Nearby Computing Customer Portal, customers can create Support Requests, add information to Support Requests and view the Support Request status. Users can also use the Nearby Computing Customer Portal to access documentation about NearbyONE Orchestrator releases and other user documentation.

4. Procedure

4.1 User Conditions

In order to ensure that Nearby Computing can provide the optimal level of maintenance to the User, the User must meet certain conditions. The most important of these are:

- The User must ensure that all users and application managers have sufficient knowledge of the application. An important moment to review this is when a New Release is installed. Improper use will often lead to Support Requests that do not fall under the Maintenance Agreement.
- Service desk support is only available for employees of the User who have completed a training course in the relevant NearbyONE Orchestrator provided by Nearby Computing.
- The User must provide a test/acceptation environment for NearbyONE Orchestrator for instance to test Patches and to train employees on a non-operational environment.
- If a third party is needed to solve a Support Request (that is, a party other than Nearby Computing with whom the User has a direct contact), then only the time Nearby Computing actually has influence on the solution will be counted as Solution Time. Nearby Computing is not responsible for monitoring the progress of a Support Request that involves a third party; this is the User's responsibility.
- When Nearby Computing provides Patches to solve issues reported by the User, then the User is required to implement them. As long as the User has not done so, Nearby Computing is not required to comply with the obligations resulting from the Maintenance Agreement.
- Only the versions, which have been released no longer than 24 months ago, are eligible for free support and solutions to problems. The User is responsible for updating to a new release in a timely manner.
- The User must inform the service-desk when the IT infrastructure has changed (incl. remote access, new server name, replacing and/or adding hardware), NearbyONE Orchestrator work load or the Nearby Computing contact person. Important changes of the planning parameters (like acquisitions, structural increase of the number of plans, etc.) can have influence on hardware performance. The User will inform Nearby Computing timely, such that an impact analysis can be done.
- In order to ensure the optimal use of the NearbyOne Orchestrator, it is important to keep the hardware well-maintained and to ensure that the hardware meets the requirements stated by Nearby Computing. Hardware requirements can change because of a New Release. The User is responsible for this.
- The User must provide Nearby Computing with the information requested and/or that which the User considers relevant to solve any problems that arise as quickly as possible. This includes the database, log files, etc.
- The User is responsible for the provision of remote access. Remote access shall not require any procedure that may be considered non-standard nor require Nearby Computing to procure third-party software nor licenses.
- The User is responsible for the security of the User's own computer systems, and for taking the necessary measures to secure them.



If Nearby Computing is of the opinion that one or more of the conditions stipulated in this document has not been met, then Nearby Computing will not consider itself bound to comply with the obligations arising from the Maintenance Agreement. In that case, Nearby Computing will inform the User and indicate what must be done to ensure that the User does meet the conditions. If this does not lead to a satisfactory solution, then the escalation procedure will go into effect (see section 4.3). Nearby Computing will forthwith start with the necessary activities, when the User again meets the conditions.

4.2 Procedure for handling Support Requests

In order to guarantee the quality of the maintenance activities, a procedure for handling Support Requests has been drawn up. This procedure must be complied with by both Nearby Computing and the User in order to ensure the proper conduct of the maintenance work.

The procedure can be divided into the following steps:

4.2.1 Initiating a Support Request

An authorized employee of the User contacts the Service Desk via e-mail, telephone or the Nearby Computing Customer Portal. Priority level 1 Support Requests are always reported also by telephone.

4.2.2 Detection and registration

The service-desk employee accepts the Support Request and records it in the registration system. The Support Request is issued a unique Support Request number and the User is informed of it in an e-mail reply. The unique Support Request number is used in all further communications regarding the Support Request.

4.2.3 Classification

The Support Request is assigned a priority level based on the impact, the urgency and the expected effort involved. The service-desk will determine the priority level of the Support Request in consultation with the person submitting the Support Request. This priority level and the expected solution time will be communicated to the User via e-mail. If the two parties cannot agree on the priority level for the Support Request, then the Support Request will be escalated in accordance with the escalation procedure. However, this will not result in impediments to working with the NearbyOne Orchestrator. If necessary, Nearby Computing will immediately begin analysing the Support Request.

4.2.4 Diagnosis and Assignment

Based on the classification and registration of the Support Request, the issue will then be diagnosed. Part of the diagnosis process includes assigning the issue to a service-desk employee. There are three levels of service assistance:

1. First-line support: the service-desk employee can solve the Support Request immediately.
2. Second-line support: a specialist will examine the issue, see if it can be replicated and try to find a solution or a workaround.



3. Third-line support: an adaptation must be made to the NearbyOne Orchestrator, which will be provided in the form of a patch.

If the analysis shows that the Support Request is the result of a cause outside of the responsibility of Nearby Computing, then the service-desk will close (in agreement with the User) the Support Request in accordance with the procedure described in section 4.2.6. At the User's request, Nearby Computing can also continue working on the issue in accordance with the 'other support' section of the Maintenance Agreement, as described in section 2.6.

4.2.5 Suggesting a solution

The User's assistance is often needed to diagnose the issue and find a solution. At Nearby Computing's request, the User must provide the following assistance:

- provide remote access;
- provide access to the data needed to replicate the issue, such as database dumps, log files, snapshots and most important a reproduction scenario;
- provide resources to assist in replicating the issue;
- provide all relevant information and cooperation to arrive at a quick solution.

A checklist about what basic information the User is required to provide when submitting a request, can be provide by the service-desk .

If the User cannot provide the necessary information, Nearby Computing will not be bound to solve the Support Request and neither accept other related Support Request.

The service-desk will monitor the status of the Support Requests and inform the User of the progress via e-mail or via the Nearby Computing Customer Portal. The service-desk will also escalate the Support Requests that have not been solved within the agreed-upon time frame.

When Nearby Computing provides Patches to solve problems, then the User is required to implement them. If the User has not done so, Nearby Computing will not be obliged to monitor the Support Requests or accept other Support Requests related to the problem.

4.2.6 Closing the Support Request

Once a solution has been found that is satisfactory to the User, and the User's work can continue as normal, the service-desk will close the Support Request. The User will receive a message informing them that the Support Request has been closed.

The steps outlined above may not be necessary in all cases. For example, simple questions may be answered directly during the initial telephone conversation.



4.3 Escalation procedure

The escalation procedure will go into effect in the event that conflicts arise between the employee of the User reporting a Support Request and the service-desk employee regarding the nature of the support services to be provided.

This escalation procedure is only intended for Support Requests with the priority level 1 or 2.

These can pertain to the following issues:

1. the response time for a Support Request;
2. the priority level assigned to a Support Request;
3. the solution time for a Support Request;
4. the quality of the solution;
5. compliance with the Maintenance Procedure.

Nearby Computing and the User will both assign a person to try to find an acceptable solution in the event of a conflict. These persons will be authorized to make binding decisions regarding maintenance issues.

The escalation procedure will go into effect at the moment one of the parties informs the other party of the escalation. This means that both Nearby Computing and the User will initially contact the designated contact person, who will then decide to initiate the escalation procedure.



5. Definitions

This document includes a number of concepts, which are defined below.

Customer Enhancement Pack:

Adaptation of NearbyONE Orchestrator within the current release where customer specific functionalities are included.

Deficiency:

Any substantial shortcomings in NearbyONE Orchestrator that significantly prevent it from functioning as specified in the accompanying documentation, where the cause can be found in the software. This can be an incidental or a recurring Deficiency. Lack of functionality in a new Release and/or Enhancement Pack of NearbyONE Orchestrator that was however present in a previous Release and/or Enhancement Pack is not considered to be a Deficiency, when this change can be found in the accompanying documentation.



Enhancement Pack:

An adjustment to NearbyONE Orchestrator within the current release version, intended to improve or expand the functionalities of the NearbyOne Orchestrator. The new Enhancement Pack will include all previous standard versions. Depending on the agreements with the Users it can also include Customer Enhancement Packs.

New Release:

Any release of NearbyONE Orchestrator available with a higher release number than the previous software version. New releases are issued whenever the functionality of NearbyONE Orchestrator is improved or expanded. The New Release will include all previous standard versions.

Maintenance Agreement:

The agreement signed by the User and Nearby Computing for NearbyONE Orchestrator provided by Nearby Computing to the User, including the Service Levels chosen by the User.

Office hours:

Office Hours are: from 08:30 to 17:30 CET during weekdays (Monday to Friday), except for national holidays.

the NearbyOne Orchestrator:

Nearby Computing Orchestrator. These include all standard Nearby Computing software products.

Nearby Computing Customer Portal:

The Nearby Computing Customer Portal is the protected part of the website given by Nearby Computing to which User gains access with a User ID provided by Nearby Computing. The User can view information about NearbyONE Orchestrator and the User's Support Request history via Internet.

Patch:

Nearby Computing provides software patches for Deficiencies in NearbyONE Orchestrator that significantly disrupt the User's operations. These are adjustments to NearbyONE Orchestrator that are exclusively utilized to address a specific issue.

Priority level:

The importance of a Support Request with regard to the User's business processes.

Support Request:

Any questions, requests, deficiencies or issues received by the service-desk via telephone, e-mail or Nearby Computing Customer Portal.

Response Time:

The period between the submit of the Support Request and the moment that Nearby Computing sends the receiving acknowledgement for the Support Request. Nearby Computing will immediately inform the User when an action is undertaken. For priority level 1 Support Requests, the response time will be measured over the agreed-upon availability window (see section 3.5); for all other Support Requests, the response time will be measured based on office hours.



Service Level:

The level chosen for the availability of the service-desk. Nearby Computing offers a variety of options for a range of rates. The Purchase Order (PO) for the Maintenance Agreement will specify which Service Level is applicable for the User.

Solution Time:

The maximum time in which Nearby Computing will solve a Support Request. This period begins at the moment that Nearby Computing confirmed receiving a Support Request, and ends at the moment that Nearby Computing has solved the Support Request and informed the User. The solution time only includes the time that Nearby Computing makes available for solving the issue. The time during which the Support Request could not be solved because the service-desk was waiting for further information from the User or the actions of third parties will not be counted towards the solution time. For priority level 1 Support Requests, the solution time will be measured over the agreed-upon availability window (see section 3.5); for all other Support Requests, the solution time will be measured based on Office hours.

User:

A company that has signed a license and Maintenance contact with Nearby Computing.