Terms of Service Xillio API On premise

During the Customer's term of license, Xillio will provide the Customer with the following Terms of Service ("TOS") for their use of the Xillio API On premise ("Software")

(a) access and use of the Software in accordance with these TOS and the End User License Agreement ("EULA")

(b) support services as described in these TOS with respect to the Software to repair errors or problems in the Software ("Errors") so that the Software performs the functions described in its applicable Documentation in all material respects, and

(c) Software updates as and when available, as described below and summarized in Maintenance Tables A and B.

1.   **AVAILABILITY OF SERVICE**

During Customer's term of license:

1.1.   Xillio will make the latest version of the Software available via electronic distribution.

1.2.   Xillio is entitled to use third party services for the distribution of the Software.

1.3.   Customer can be asked to create an account or to register for a service in order to get access to the Software.

1.4.   Xillio will make written instructions available on how to gain access to, install and deploy the Software.

2.   **SOFTWARE UPDATE PROGRAM.**

During Customer's term of license, Xillio's Software Update Program supports the evolution of the Software. It periodically provides for:

2.1.   Updates which consist of sets of Error correction and minor modifications (improvements and enhancements), as and when published, for generally available ("GA") Software releases. These Updates can be designated by Xillio as minor releases, service releases or hotfixes.

2.2.   Upgrades that provide new functionality and enhancements to the Software within the functional domain of the licensed components, as and when published by Xillio.

2.3.   Documentation which consists of documentation updates to reflect changes to the Software, documentation and help files.

2.4.   Xillio will release at least two Updates or Upgrades per year.

3.   **CONDITIONS OF SERVICE**

3.1.   Software Release Status: Customer is encouraged to utilize the latest version of the Software. In the event Customer is utilizing a customized and/or earlier version of the Software, either of which contains an Error, and the Error is resolved in the standard version of the Software or the most current release of the Software, Customer will be required to upgrade to either the standard release or the most current release.

3.2.   Retirement of Releases. Xillio will provide Maintenance Services for a Software product version from the date the version becomes generally available until such version is retired. Under Xillio's current retirement policy, Xillio will discontinue Maintenance Services, including problem determination and Error corrections, as to prior commercial releases of the Software one (1) year following the commercial release of the Minor Releases of the Software.

3.3.   Use of Software. Any and all Updates, Upgrades and other Software provided by Xillio as part of Maintenance Services are part of the Software and are licensed to Customer pursuant to the Xillio Licensing Terms.

4.   **ERROR RESOLUTION.**

Xillio's standard Error resolution support includes:

4.1. <u>Error Support</u>. Xillio will receive incident reports from Customer and route them and work with Customer to provide relief and/or a permanent solution to the reported Error.

4.2. <u>Methods of Contact</u>. The following methods may be used to contact Xillio's Technical Support regarding Errors with the Software:

4.2.1. Electronic Mail: Incidents may be logged by sending e-mail to support@xillio.com.

4.2.2. Support Website: Incidents may be logged through the Xillio support website https://www.xillio.com/support.

4.2.3. An incident report should describe the Error the Customer has encountered, the Xillio version number, product, operating system, contact info (phone numbers and email), and any other relevant information describing the issue, including but not limited to a scenario under which the error occurred, detailing the actions performed by the Customer, the expected behavior and the actual behavior.

4.3. <u>Access</u>: Customer acknowledges that electronic access to its systems is essential for real time response, access and resolution of issues or to apply critical Software repairs within a production environment. Further, electronic access to Customer's systems must include persistent connectivity to all necessary systems with the best throughput and bandwidth available to perform all necessary functions. Security should be reasonable but not impair swift, simple access for maximum responsiveness. Customer agrees to provide Xillio with such access on an as-needed basis as mutually determined by Customer and Xillio. All changes to electronic access under control by Customer must be communicated to Xillio in a timely manner to avoid interruption of access and the service provided. Should access be not granted to Xillio and on-site support is required to resolve the Error, the resolution will become subject to a Professional Service Agreement and billed at the then-current hourly rate and fees.

5. **SECURITY, DATA INTEGRITY and BACK UP**

5.1. The Software only processes data and content that it retrieves from systems owned or controlled by the Customer. The Software does not permanently store any data or contents. The Software can temporarily store data in a cache to improve the performance.

5.2. The Software stores configuration data that contain credentials, including but not limited to API token, usernames, passwords, that can be used to access data and content in systems owned or controlled by the Customer.

5.3. It is the Customer's responsibility to ensure back up and security procedures, including prevention of data loss or malfunction due to unauthorized access or storage device malfunction of the Software.

6. **PROFESSIONAL SERVICES**

Professional services, including standard and advanced product training, application development using Xillio's products, are not part of the Terms of Service. Such services may be available to Customer pursuant to Xillio's Professional Services Agreement and one or more mutually agreed Statement(s) of Work which specify the fees and payments to be made to Xillio and other terms and conditions for such services.

7. **TERM AND TERMINATION**

Subject to Customer's timely payment of applicable fees under the Xillio Licensing Terms, the Terms of Service will be provided during the term of license and commence with the initial delivery date of the Software. Any termination of Customer's license to the Software terminates all obligations of Xillio to provide the Terms of Service.

8. **CHANGES TO SERVICES**

8.1. Xillio may change these Terms of Service at any time. The changes will be effective as of the commencement of any Renewal Term.

9. **FEES AND PAYMENT**

9.1. <u>Fees</u>. Fees associated with the services described in this document are included in the annual subscription fee.

9.2. <u>Onsite Fees</u>: In the event Xillio is requested by Customer to go onsite to resolve an Error with the Software, Customer shall reimburse Xillio for the onsite services at Xillio's then-standard time and materials rates, and, if applicable, expenses.

10. **EXCLUSIONS**

10.1. Xillio is not responsible for Errors or other problems with the Software, and has no obligation to provide Maintenance Services, with respect to:

10.1.1.   Errors or problems caused by third party software or hardware;

10.1.2.   Errors or problems that Customer cannot reproduce under test conditions;

10.1.3.   Any release that is (a) is required to be replaced with the most current version pursuant to Section 3.1 above, or (b) is retired as provided in Section 3.2 above;

10.1.4.   Software modified without Xillio's written consent;

10.1.5.   Use of the Software other than in accordance with the Documentation;

10.2. Xillio will have no liability for any changes in Customer's hardware which may be necessary to use Software due to any Update, Upgrade or other new release (including any Error correction).

10.3. In addition to any warranty disclaimers provided in other parts of the Agreement, Xillio does not warrant or represent that every reported problem can or will be resolved to the satisfaction of Customer and does not warrant uninterrupted or error free operation of the Software.

Maintenance Services Table A	
Technical Support	
Regular Support Hours	9AM-5PM, standard business days (Central EU Time)
Specified number of "Defined Names" authorized to contact Xillio for Technical Support	Up to 2 contact names
Severity 1 Target Response Time	4 hours
Severity 2 Target Response Time	8 hours
Severity 3 Target Response Time	16 hours
Number of Incidents	Unlimited
Documentation and Release notes for Service Packs	✓
Service Pack installation	Time & Materials
Additional Maintenance Services	
There are no maintenance services for errors or problems caused by: (i) unauthorized modifications of the Software; (ii) by Customer's failure to follow operating procedures for the Software; or (iii) by non-Xillio products. Maintenance services to correct these errors and/or problems may be billed at Xillio's standard Time & Material hourly rates plus expenses.	

Maintenance Services-Table B	
Severity Level	**Severity Level Description**
1	Severity 1 is used in instances in which Customer's production system is down or the Software is otherwise unusable resulting in total disruption of production use. Xillio's' goal, but not legal obligation, is to *provide initial relief* (*i.e.*, an alternative method or restore system operations) for Severity 1 cases within 8 hours. The timeframe for providing a permanent resolution for Severity 1 issues (*i.e.*, an official patch or other permanent solution) is dependent upon the specific situation and is typically jointly determined by Customer and Xillio's support manager. *Severity 1 cases are eligible for continuous effort by Xillio support personnel, provided that Customer's resources are made similarly available, until relief is provided*.
2	Severity 2 problems include those that involve disruption of a major feature or function of the Software due to a defect and have a significant impact on production (but do not result in extended downtime), or severely impair development efforts. The time frame for providing a permanent resolution for Severity 2 issues (i.e. an official patch or other permanent solution) is dependent on the specific situation and is typically jointly determined by Customer and Xillio's support manager.
3	Severity 3 is Xillio's default severity and is always used for new cases unless otherwise requested by Customer. Severity 3 problems include those that involve a feature or functionality failure that results in the Software not working as described in the Documentation. Non-Software issues such as requests for support network web site access, problems using the support network, or other issues that do not impact usability of the Software also fall into this category.