Basware Customer Support Service Description and SLA

June 2016

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1 Basware Customer Support Service Description and Service Level Agreement

1.1 Purpose of the Agreement

This agreement represents a Service Description and Service Level Agreement (SLA) between the companies named in the agreement order form annex for the services specified and agreed in the order form. The supplier of the service (named company providing) is referred to in this agreement as Basware and the company/companies purchasing the service are referred to as the Customer.

The purpose of this agreement is to ensure that the proper elements and commitments are in place to provide support to the Customer by Basware.

1.2 Definitions

Capitalized terms not otherwise defined in the present Service Level Agreement shall have the respective meanings ascribed to such terms in the General Terms.

Agreement	The Agreement between Basware and the Customer regarding the purchase of Software licenses and/or Services by the Customer, consisting of the General Terms, the Basware Sales Agreement and all exhibits, schedules, and/or attachments appended thereto, including the present Service Level Agreement (SLA).
Application	The Basware Software component used by Authorized Users to perform specific tasks.
Customer(s)	The entity that signs the Basware Sales Agreement with Basware and agrees upon the present SLA as part of the Agreement.
Environment	A subset of the IT infrastructure that is used for a particular purpose, for example, production Environment.
Error	An Error in the Software, which prevents the Software from performing substantially in accordance with the specifications set forth in the Delivery Documentation, Software Description, or Service Description.
Incident	Is an unplanned interruption or reduction in the quality of a Service or use of an Application. An Error is a type of Incident.

Interface	Customer-specific configuration to transfer Customer Data between a Customer System and Basware Software or Service.
Licensee	A Customer who has entered into a Software license Agreement with Basware.
Maintenance	Provision of Maintenance Releases to Licensees.
Maintenance Release	A new major Release, Minor Release, or patch Release of the Software, provided to the Licensee.
Minor Release	A new Minor Release of the Software that includes substantial new functionality and improvements to the Software and is marketed under a different Minor Release number but is not considered as a new licensable Software product by Basware. Such new Minor Releases shall be considered as part of the Software.
Planned Outage	A temporary Service interruption under the Agreement, necessary for Basware to carry out essential Maintenance (including updates and/or upgrades) on its Basware System during a Scheduled Maintenance Window.
Problem	A cause of one or more Incidents. The cause is not usually known at the time a Problem record is created, and the Problem management process is responsible for further investigation.
Release	One or more changes to a Software or a Service that are built, tested, and deployed together. A single Release may include changes to hardware, Software, documentation, processes, and other components.
Request	A digital data object that is created for every Incident or Service Request of a Customer to Customer Support. It contains all information about the settlement of the Request including the time registrations.
Resolution Time	The time from which Basware is notified of a Service Request to the point in time when the Service Request is resolved or an acceptable Workaround is devised and in place. The time when waiting for Customer feedback in order to start investigating the Incident is subtracted from the total Resolution Time.
Response Time	The time from which Basware is notified of a Request to the point in time when Basware starts working on the Request.

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Scheduled Maintenance Window	A regular Maintenance window necessary for Basware to carry out certain Maintenance (including updates/upgrades) on its Basware System, as further described in the respective Service description.
Service(s)	The Services as defined in the Basware Sales Agreement and in each Basware Service Description and Delivery Documentation, including Cloud Services, Professional Services and Support and Maintenance Services.
Service Request	A formal Request or inquiry, received by Customer Support, for a task or action to be performed, or information to be provided.
Service Request Management (SRM)	See Web-based Self-Service Portal.
Software	The licensed Software in object code form as specified in the Basware Sales Agreement and the Software Description.
Support System	Basware's ticket System for processing and handling Service Requests and Incidents.
System	A number of related elements that operate together to achieve an overall objective, for example a computer System including hardware, Software, and applications.
Technical Requirements	The Software and hardware requirements required to make the Software available for use.
Time Window of Support	The time window during which Customer Support is available to handle the Requests from the Customer.
Self-Service Web Portal	The self-service Internet portal that is available to Basware Customers for them to log Service Requests directly into the Basware Support System. Also referred to as SRM (Service Request Management) System.
Workaround	A temporary fix or bypass of an Incident, minimizing business impact caused by the Incident.
Working Hours	The business hours on a business day; current business hours are published on the Basware website http://www.basware.com/about-us/contact/support.

1.3 Support Service Description

This section describes the Basware Customer Support offering, how the Customer can use this Support Service, how Basware delivers Support, how it is organized and how Support works (processes and practices). The present SLA constitutes an integral part of the Agreement.

1.3.1 Introduction

Basware is a global product and Service provider with a presence in all the major regions of the world. The Customer Support organization employs support and Customer Service professionals with locations around the globe. Support processes and process development are based upon ITIL (IT Infrastructure Library) in order to secure that the right level of Support is provided at the right time and in line with Basware's Service Level Agreements.

Figure 1: Customer Support Locations

1.3.2 Customer Care Offering

The Basware Customer Care department consist of Customer Support, which is a core component, and Customer Service Management, which is an optional component. All Customers that purchase and use Basware products and Services, receive Support from Basware's experienced Customer Support teams. Basware offers a standard Support Service Level Agreement as a base Service to all Customers and two enhanced Support SLA's called Silver and Gold levels. Customer Service Management is delivered as a value added Service, offering enhanced Service and governance, driving the continuous improvement process on

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both product and Service experience. As such Basware Customer Care offers Support and Service to suit every Customer organizations' needs. The overview to the Support offering:

- **Standard Support SLA** - Basware offers a standard Support SLA for all paying Basware Customers, including access to Software and Service Releases, support during local business hours (defined on http://www.basware.com/support), and Incident / Service Request recording, handling, and resolution.

- **Silver and Gold SLA's** - Basware offers enhanced SLAs. These optional Support Services are provided to Customers at an additional Fee and are provided in conjunction with Customer Service Management. Basware Silver and Gold are premium Service Level Agreements that contain both committed response and Resolution Times. Customer Service Management is a prerequisite for these enhanced SLAs. See the related separate Support Service description. Sales account manager or Customer Service manager can be contacted for details.

- **Customer Service Management –** As the driver of the continuous improvement process in the ongoing collaboration, Customer Service Management delivers an enhanced Service experience and structured collaboration. Customer Service Management is an essential part of the enhanced Support SLA offering, accompanying the Support Service delivery on the response and Resolution Times. Basware Customer Service Management is delivered in a packaged model. More information on Customer Service Management is available in the Customer Service Management Service Description. Sales account manager or Customer Service manager can be contacted for details.

- **Platinum Support –** A combination of the Customer Service Management Pro package and the Gold Support SLA with the addition of a named technical support team. The Platinum Support Service is offered at an additional Fee. Please refer to the separate Support Service description. Your sales contact or Customer Service Manager can also be contacted for further details.

1.3.3 Other Services

Other Services not covered in this Customer Support Service description are, for example, project-related work and change Requests. These are charged to the Customer according to Basware's standard price list for project work and change Requests.

1.3.4 Contents of the Standard Support Services

Customer Support provides advice and assistance with:

- **Service Requests** – User account and additional Software license Requests, and Basware product / Service related Requests that are defined in product or Service specific Service descriptions and catalogs that include Fees when applicable.

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- **Inquiries** – Inquires and questions regarding Basware products, Services and billing.
- **Incidents** – The expected result did not occur or an Error message occurred.

Customer Support also acts as a single point of entry for:

- Separately chargeable change Requests that are implemented by the professional Services team:

  - **Change Request** – Requests for changes related to Basware Software or Services
  - The scope and fee of each change Request is agreed separately between the Customer and Basware in the change Request form, based on Basware price list if applicable.

- Product and Service related enhancement Requests and development ideas that are qualified and implemented by Basware Rand D.

  - **Enhancement Request** – Suggestions related to Basware products and Services that were not in the original design of the product

- Complaints regarding Basware products and Services

  - Support will ensure that complaints are handled by the appropriate group.

1.3.5 Customer Support Model

Basware Customer support's global processes and best practices are based upon ITIL process definitions. Basware is continuously auditing, monitoring and developing Support Services and the related processes, practices and Systems.
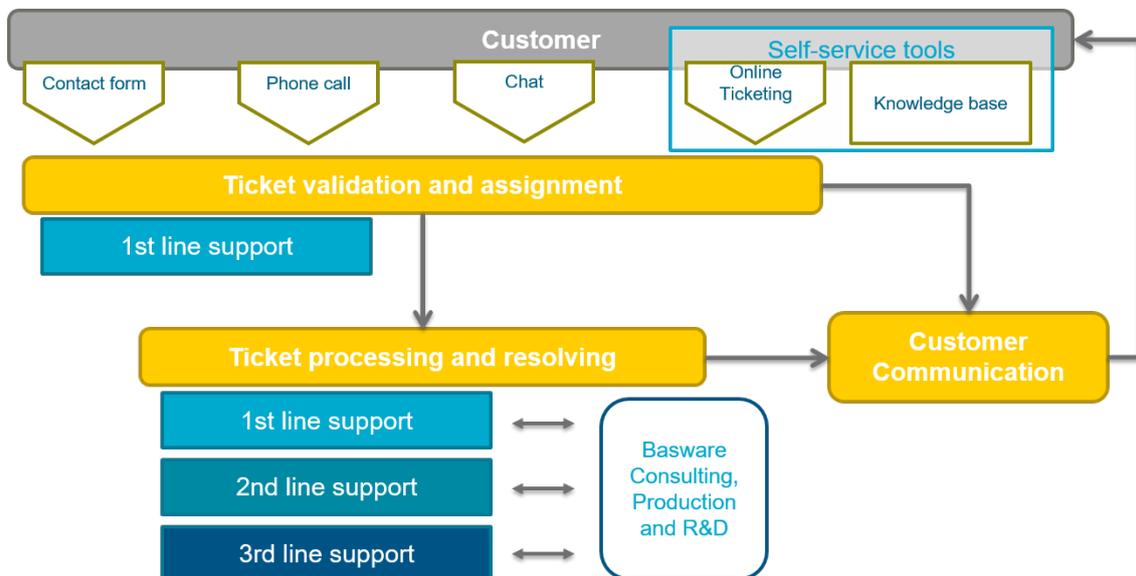
1.3.6 Starting Customer Support Service

Basware Customer Support initiates contact with the Customer when the Customer moves from the implementation phase to the production phase. A smooth transition from the delivery project to support is ensured by close cooperation between the project team and the Support team.

1.3.7 How to Contact Basware Customer Support

Customer Support can be contacted via the self-service web portal, contact form or telephone. For up-to-date contact channel information and Service hours (including local official holidays), see www.basware.com/about-us/contact/support. Basware recommends using the Self-Service web portal (SRM) where Customers can report Incidents and submit Service Requests to the Support System through a web portal. Logging the Incident in this way will provide a unique Incident reference number. Once the Incident or Service Request has been reported or submitted, Customers can review the progress of the Request, communicate with Basware Customer Support, and run reports from the portal. Instructions on how to Request access to the self-Service portal can be found from our knowledge base.

When reporting Incidents / Service Requests, the following information needs to be provided to enable efficient handling of the Request:

- Service or product that is affected
- Login/username for the Basware web-based solution
- The amount of (Authorized) Users that are affected
- Steps carried out to reproduce the Incident, ideally with screenshots and log files.
- For Incidents / Service Requests that involve individual business document Customer Data the report should include the relevant business document numbers (for example the invoice number).

All relevant attachments must be submitted as a single compressed file (maximum file size is 10 megabytes, for bigger files alternative tools can be provided). All Requests for support must be submitted individually. When the Customer's Request is received, Basware Customer Support creates a Request in the Basware support ticketing System. The Customer will receive an email confirmation of the Service Request ID. Subsequently Basware Support resolves the case and informs the Customer. Alternatively, the case may be forwarded internally for further processing. When the Request is resolved, Basware Support will contact the Customer to confirm the resolution.

1.3.8 Incident and Problem Solving

Incident and Problem solving Services provide:

- All Customer Service Requests are logged and tracked in the Basware Support System

- The Incident management process in Customer support is illustrated below:
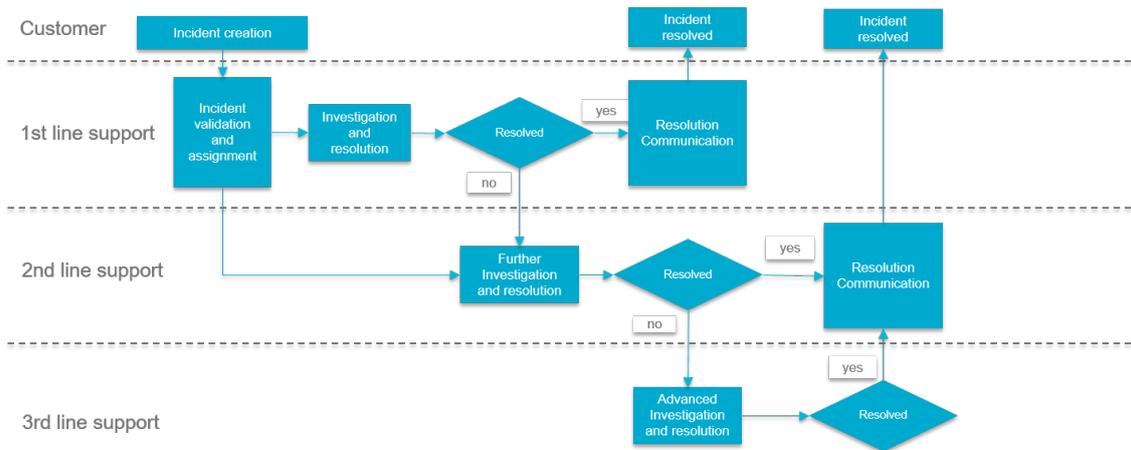
1st Line Support

- The responsibility of 1st Line Support is to register and classify received Incidents and to start up an immediate effort in order to restore a failed Service or find a solution to an application Incident as quickly as possible.
- If no immediate solution can be found, 1st Line Support will transfer the Incident to support specialists in the 2nd Line teams. There is a 2nd Line Support team for each product/Service group.

2nd Line Support

- 2nd Line Support takes over Incidents which cannot be solved immediately with the means of 1st Line Support.
- 2nd Line Support has broader experiences and more in-depth knowledge about specific products. Their aim is to restore a failed Service or find a solution to all application Incidents as quickly as possible.
  - If no solution can be found, 2nd Line Support passes the Incident to the 3rd Line Support teams.

3rd Line Support

- Incidents are forwarded to 3rd Line Support when in-depth expertise of specialists is required to diagnose and resolve an Incident.
- 3rd Line Support performs advanced Problem solving in cooperation with Rand D teams, Delivery and Production where necessary.

Incidents / Service Requests are classified as resolved when Basware sends the resolution information to the Customer. Requests will be closed after the Customer has approved the resolution or automatically after 30 days if no response has been received.

To prevent Incidents, root cause analysis is done and corrective actions are taken as a part of the continuous Problem management process.

1.4 Service Level Agreement

This section describes the commitments of support delivery that Basware undertakes towards its Customers. The topics are:

- Time windows of Support
- Supported languages
- Request severity classes
- Response Time targets
- Maintenance Conditions for Basware License Customers

1.4.1 Time Windows of Support

For up-to-date contact information and local business Service hours including official holidays, please visit www.basware.com/about-us/contact/support. Response Times are based on local business hours per country as defined on the website.

1.4.2 Supported Languages

Standard Support is provided in English. The Basware Customer support team consists of people with different language skills (i.e. English, Finnish, Swedish, Norwegian, Danish, German, Dutch and French). Depending on the actual availability of the appropriate support team member at the time of the Customer's support Request is to be handled, Basware may perform its support Services in one of the languages other than English that are mentioned above. However, the Customer acknowledges and agrees that Basware does not make any guarantee regarding such language-specific Support Services.

1.4.3 Request Severity Classes

Basware will determine which class a Request belongs to and reserves the right to change the class at any time.

Prioritization is done according to the following categories:

Level	Description
Critical	The Request is classified as a **critical** level Incident if: • The whole production System is out of use, and • There is no Workaround solution. • Business impact is high. **Note that a phone call is required for classifying an Incident to this severity level.**
High	The Request is classified as a **high** level Incident if it results in: • Serious degradation of System responses, or • The loss of key functionality under normal conditions, or • An important System component is unusable, or • Frequent failure of an important System and • Affects more than 25% of overall users and • There is no Workaround available • Business impact is high. **Note that a phone call is required for classifying an Incident to this severity level.**
Medium	The Request is classified as a **medium** level Incident if it results in: • Reduced functionality due to Error(s) affecting the overall System, or • Limited degradation of System performance or random outages in the System availability, and • Affects more than 25% of overall users or the majority of users in a single office and • A Workaround solution is available • Business impact is low.
Low	The Request is classified as a **low** level Incident or Service Request if it results in: • A non-significant effect on the functionality of the System • Affects only individual users, business documents or specific, non-critical functions of the System • Business impact is low.

Service Request, Inquiry, Enhancement Request and Change Request are classified as low unless otherwise specified. For Incidents to be classified as critical or high the Customer must report the Incident using the self-Service web portal or the contact form **followed up by a**

telephone call to Customer support. The Service Response Times are measured and monitored using Basware's ITIL based Support System.

1.4.4 Standard Response Time Targets

The following table describes the Response Time targets during business hours.

Severity Class	Target Response Time
Critical	Within 1 working hour
High	Within 8 Working Hours
Medium	Within 16 Working Hours
Low	Within 40 Working Hours

1.4.4.1 Service Level

Basware will undertake all commercially reasonable efforts to comply with these Response Time targets. Occasionally, actual Response Times may exceed the Response Time targets specified above. For a committed response and Resolution Time, Basware offers enhanced support SLA's (silver and gold) as described in the related SLAs.

1.4.4.2 Response Time

Response time means the time from which Basware has received a Request to the point in time when Basware starts working on the Incident / Service Request. The following are not considered to be Incidents and are therefore always classified as low:

- Scheduled Service Maintenance.
- Other planned Service Maintenance breaks agreed between Basware and the Customer contact in advance.
- Incidents caused by the Customer, Customer-owned equipment or Software or Errors that result from the Customer's own Systems not being in accordance with Basware Software or Service technical specifications.
- Incidents caused by third party vendors and changes to ERP Systems that impact Basware solutions.
- Service Requests, inquiries, enhancement Requests and change Requests.

1.4.5 Guarantee Limitations

- Grace period: When an action to be taken to respond to and/or to resolve an Incident / Service Request

1. falls beyond the control of Customer Support (for example, Customer Support waiting for the Customer or involved third party to perform an action or provide necessary information) or

2. is decided by Basware to be performed during a Scheduled Maintenance Window, the time to handle the case times will be increased with a grace period.

- This grace period will correspond to:

1. the time needed by the Customer and/or third party to perform the necessary action or provide the necessary information and to communicate the completion of this to Customer support and/or

2. the time between the date and time when the Requests was logged and the start of the Scheduled Maintenance Window.

- Production Environment: This SLA is not applicable to Requests concerning any version of the Service which is not yet in production.

- Planned Outage: During Planned Outages the Incident / Service Request will be logged and handled, but no SLA guarantee will apply.

- The Customer is required to meet the following requirements:

  - The Service is implemented and operated in accordance with all instructions supplied by Basware.

  - The Customer notifies Basware of any Incident in the Service within ten (10) calendar days after the discovery.

  - The Customer has properly implemented all updates recommended by Basware with respect to any third party software that materially affects the performance of the Service.

  - The Customer has properly maintained all associated equipment, software and environmental conditions in accordance with the applicable specifications and industry standards

  - The Customer has not introduced other equipment or software that may have an adverse impact on the Service.

  - The Customer has paid all amounts due and is not in default of any provision of the Agreement.

1.4.6 Service Exclusions

The described Support Services cover the Basware products and Services and any third-party applications which have been agreed as being within the scope of this SLA and specified in the accompanying order form / Agreement. The Support Services do not cover the response and resolution of issues for which the root cause has been identified in the following areas:

- Any Incident caused by the Customer or by any third party

- Incidents resulting out of issues within Interfaced Systems. Note: Interface-related Incidents are covered when they are not caused by changes in the connected servers and Services.
- Incidents resulting out of malfunction of the server and network infrastructure
- Incidents resulting out of the provision of Basware through Terminal Services (for example Citrix or MS Terminal Server) where the root cause is shown to be within the terminal Services applications
- Incidents resulting from changes to the application Software or configuration where the changes have been carried out by Customer or third-party staff without the knowledge of Basware or an approved Basware partner.
- Incidents resulting out of malfunction of the database management Systems that create anomalous behavior in the applications
- Incidents arising from changes to the production System that have not been tested in a non-production Environment (that is on a Test/QA Environment).
- Issues resulting from Software upgrades that are carried out by Customer or third-party staff that are not certified or approved by Basware.
- Incidents arising from network operator or third-party Software, such as operating System, back-up tools, anti-virus Software and ERP Systems
- Provision of ad-hoc reports Requested by the Customer
- Requests that are logged as, or through investigation are identified as, change Requests
- Requests that are logged as, or through investigation are identified as, enhancement Requests
- Requests that relate to administrative functions, such as queries about invoices issued by Basware
- The Resolution Time SLA (if any) will only apply to Basware products. Resolution Time for Incidents relating to third-party products (for example Kofax, Readsoft) cannot be controlled by Basware.
- The resolution of certain Incidents might require the involvement of Basware Rand D Department, in which case the resolution time (if any) is subject to the then applicable Basware product release and maintenance schedules, of which Basware will inform the Customer in due time.

Should the Incident or Request concern any of the above exclusions, Basware is entitled to invoice the Customer, in addition to the Fee which might have been agreed upon for the Support Services, whereby Basware will undertake commercially reasonable effort to inform the Customer in advance about the billable nature of such Services. In such case, the Incident will be logged and handled, but no SLA guarantee will apply.

1.4.7 Maintenance Conditions for Basware License Customers

1.4.7.1 Maintenance Service

The Maintenance Service, which is provided by Basware to Licensees, includes the right to obtain Standard Releases of the Software Released by Basware and possible Minor Releases. Basware shall keep the Customer informed regarding new Standard Releases of the Software.

Standard Releases do not include any new product platforms or any new Software products and/or modules of Software that are marketed under different product names by Basware. Basware may discontinue to Release Maintenance Releases for earlier Standard Releases after a period of one hundred eighty (180) days following the Release of a new Standard Release to markets.

1.4.7.2 Other Services

Other Services consist of Services not included in the Maintenance Services described above, including but not limited to, Project Work or Customer Service Management in relation to such items as Standard Releases and Maintenance of Customer Interfaces. For other Services than Maintenance Services the Customer is charged according to Basware's standard price list for Project Work or Customer Service Management.

1.4.7.3 Error Repair Procedure

The Customer should notify Basware of an Error through Customer Support followed by a written Error specification containing details of the Error that are necessary for Basware to diagnose the Error. Basware will confirm the receipt of the notification. Basware and the Customer will together clarify the extent of the Error when necessary.

Following classification of the associated Incident as critical or high, Basware will use all commercially reasonable efforts to correct the Errors or to provide a suitable Workaround solution provided that it is possible. However, Basware shall not warrant that it is able to correct the Error in any particular case. Basware will solely decide the Error correction procedure.

If the Error is already known and there is a Maintenance Release available then Basware will provide the Maintenance Release to the Licensee as a corrective measure. The implementation of any Maintenance Releases shall be subject to a separate Agreement between Basware and the Licensee. For Errors that cause critical and high class Incidents as defined above, Basware will start trouble-shooting, within the above stated Response Time, with the intention to at least provide a Workaround solution in a reasonable time. For Errors that cause medium class Incidents, Basware shall try to correct the Error in the next Standard Release. In case of Errors that cause a low class Incident Basware may, at its discretion, include a correction of the Error in a later Standard Release.

1.4.7.4 Technical Requirements

The Customer shall meet the Technical Requirements for the Software as defined in the appropriate Annex. Technical Requirements may change on Software upgrade. The costs

related to any required upgrades in the related Software or hardware Technical Requirements shall be paid by the Customer.

Customer shall, at its own expense, inform Basware of any changes in the Customer's Systems that the Customer plans to make, including anticipated changes, if the changes may affect the functionality or interoperability of the Software or the Interfaces between the Software and the Customer's System.

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