Commercial Agreement

THIS AGREEMENT is made

between

XMPro Inc. ("XMPro"), a Delaware Corporation with its principal office at 10000 North Central Expressway, Suite 400, Dallas, Texas, 75231 USA;

and

"Client" with its at "Address" details as per 21.1

With a Commencement Date of

Last signature date

1   PREAMBLE

1.1   XMPro is an author and provider of software applications and associated services.

1.   Client wishes to engage with XMPro to procure one or more Products, Application Support Services or Support from XMPRO.

1.2   Client engages XMPro to subscribe to one or more XMPro Products from XMPro.

2   DEFINITIONS

2.1   "**Agreement**" means this document, these terms and conditions along with Schedules.

2.2   "**Application Support Services**" means those consulting and configuration services to configure XMPro to create end user solutions. For clarification, Help Desk is for the support of Microsoft Excel and Application Support Services are services rendered in building of the Excel model on Microsoft Excel.

2.3   "**Client Data**" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or an authorized user through the Application Support Services provided hereunder.

2.4   "**Help Desk**" means the provision of internet, or email Support. Refer to Schedule 3.

2.5   "Intellectual Property Rights" means:

2.5.1   any patent, trade mark, trade name, business name, company name, copyright, registered design or other design right, eligible layout and any corresponding property or right under the laws of any jurisdiction throughout the world, together with any right to apply for the grant or registration of the same; and

2.5.2   any rights in any jurisdiction in the world in respect of an invention, discovery, trade secret, data, algorithm or formula.

2.6   "**License**" means the granting to the Client a non-exclusive, irrevocable, worldwide License subject to the terms of this Agreement.

2.7   "**Order Form**" means a document defining the XMPro Products, Application Support Services, Application Support or Support the Client purchases from XMPro.

2.8   "**Products**" means XMPro Products.

2.9   "**Subscription**" means XMPro Products that are purchased on rental basis, with payments made on a regular basis in advance.

2.10   "**Subscription Fees**" means the set fees associated the Subscription. Any fees associated with Hosting Services are subject to a separate agreement.

2.11   "**Support**" means Help Desk support for XMPro Product.

2.12   "**XMPro Products**" means XMPro-developed software.

3   ENGAGEMENT

3.1   The provision of XMPro Products, Application Support Services and Support from XMPro are governed by this Agreement.

3.2   XMPro Product may be deployed either on-premise or via a hosted service.

3.3   XMPro may provide Application Support Services, separate from Support for XMPro. XMPro will provide Application Support Services to Client from time-to-time as described in written form such as an engagement letter, project scope agreement, solution design document, development order, change requests or statements of work which will form exhibits to these terms and conditions and unless stated to be fixed price, these are provided on a time and materials basis.

3.4   Application Support Services may be provided either at a Client site or off-site.

3.5   XMPro will provide Support of the XMPro Product.

3.6   Retention of Title: XMPro retains title of ownership and the Client does not have a claim on any License to use any XMPro Products until all undisputed amounts due have been paid.

4   GRANT OF LICENSE

4.1   Subject to the Client complying with the terms of this Agreement, XMPro grants to the Client a non-exclusive, irrevocable, worldwide License for the Term to use the software and related documentation as more fully described in Schedule 1 to this Agreement.

4.2   Use Restrictions

4.2.1   General. Schedule 1 shall set forth any special restrictions on the use of the Software as a Service (hereafter, the "Use Restrictions") such as the maximum of number of named users.

4.2.2   Copies. The Client shall not be permitted to make any copies of the Software as a Service, in any form, however, the Client shall be entitled to make a copy of any data generated based on the Client inputs, whether such data is in a html or pdf form, or otherwise, into the Software as a Service.

4.2.3   Sublicense. The Client shall not sublicense, rent or lease any portion of the Software as a Service.

4.2.4   Export. The Client use of XMPro Products shall adhere to any export controls applicable to the Software as a Service under the U.S. Export Administration Regulations.

4.3   Future licenses. In the event the Client acquires additional licenses for a previously acquired product or new products from XMPro, the new acquisitions will be licensed under the same terms and conditions herein by the Parties executing additional Schedule(s) (i.e. Schedule 1, 2, 3 etc.) as may be necessary for each new transaction. Each set of Schedules, together with the terms and conditions of this Agreement, shall constitute a separate agreement.

5   FEES, PAYMENT

5.1   All amounts paid pursuant to this Agreement are payable in US Dollars (USD) and are non-refundable.

5.2   All charges, or other amounts described by XMPro do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Client is responsible for paying all Taxes associated with Client purchases hereunder. If XMPro has the legal obligation to pay or collect Taxes for which Client is responsible under this clause, XMPro will invoice Client and Client will pay that amount unless Client provides XMPro with a valid tax exemption certificate authorized by the appropriate taxing authority and XMPro shall promptly remit such amount to the relevant taxing authority. For clarity, each party is solely responsible for taxes assessable against said party based on said parties income, property, and employees.

5.3   All Application Support Services are provided on a fee for service basis from time to time at such rates as are generally charged by XMPRO to its customers for such services or as otherwise agreed between XMPRO and the Client.

5.4   Subscription Fees must be paid in advance as per the Schedule 4 on the Order Form.

5.4.1   **Subscription Cancellation:** When the Client chooses to cancel a **Subscription** before the renewal date of the Subscription, either separately or as part of terminating this Agreement as envisaged in Clause 6, the cancellation is deemed to be at the next renewal date and XMPro is not liable for any refund for the unexpired

period. For the avoidance of doubt the cancellation of a Subscription does not automatically terminate this agreement. Termination of this Agreement is as per Clause 6.

5.5   The Client will be liable for all reasonable collection and legal costs. Any amounts due in respect of this Agreement may not be offset against any other claims the Client may have against XMPro.

6   TERM AND TERMINATION

6.1   The initial term of Agreement is for a period of twelve (12) months.

6.2   This Agreement is automatically renewed at the expiry of each term for a further minimum term of twelve (12) months unless terminated in terms of this Agreement.

6.3   In the event of any breach of any term or provision of this Agreement by either party a party shall provide 30 days written notice to cure such breach prior to any termination notice. In the event that such a breach is incapable of being rectified, the other party may terminate the Agreement by giving 30 days written notice.

6.4   Client may, at any time, terminate the Agreement for the Client's convenience and without cause by providing 90 days written notice. Upon receipt of written notice from Client of such termination for Client's convenience, XMPro shall cease operations as directed by Client and, except for work directed to be performed prior to the effective date of termination stated in the notice if agreed by Client, terminate all existing subcontracts and purchase orders, and enter into no further subcontracts or purchase orders in conjunction with this agreement. XMPro shall be entitled to receive payment for work executed, and reasonable costs incurred by reason of such termination.

6.5   Upon expiry or termination of this Agreement, Client must (within 30 days of expiry or termination) deliver to XMPro any Confidential Information of XMPro in Client's possession or, if requested by XMPro destroy or erase all copies of the same.   Any Confidential Information of Client in XMPro's possession will be returned to Client or, if requested by Client, XMPro will destroy or erase all copies of the same.

6.6   Either party may terminate this Agreement immediately upon written notice to the other party if the other party becomes insolvent or is the subject of a proceeding in bankruptcy, is placed in receivership, or enters into an arrangement for the benefit of its creditors.

7   REPRESENTATION AND DISCLAIMER

7.1   XMPro represents that: (i) it has the authority to enter into this Agreement; (ii) it will comply with all applicable law; (iii); XMPro Products, Application Support Services and Support will not violate the copyright or proprietary rights of any third party, provided, however, that XMPro expressly disclaims any warranty relating to infringement to the extent resulting from XMPro's use of tools, instructions, specifications, or other materials provided by Client to XMPro ("Client Materials") and provided, further, that the foregoing warranty shall not apply to the extent that Client or its agents make modifications to any aspect of the results of the professional services.

7.2   Client represents that: (i) it has the authority to enter into this Agreement; (ii) it will comply with all applicable law in its use of XMPro; (iii) it has or has obtained the right to permit XMPro to supply any of the Products, or Support contemplated by this Agreement; and (iv) in entering into this Agreement it has relied upon its own experience, skill and judgement to evaluate the Products, and Support and that it has satisfied itself as to the suitability of the Products, and Support to meet its requirements.

7.3   Except as expressly provided herein, the Products, Application Support Services and Support are provided as-is. XMPro does not warrant that Products will be fit-for-purpose, accurate, complete or error-free. There are no warranties which extend beyond those expressed in this Agreement.

8   INDEPENDENT CONTRACTOR STATUS

8.1   The parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create any form of partnership, principal-agent relationship, employer-employee relationship, or joint venture between the parties hereto.

9 INDEMNIFICATION

9.1 XMPro agrees to indemnify, hold harmless and defend Client from and against any and all judgments, liabilities, damages, losses, expenses and costs (including, but not limited to, court costs and legal fees) incurred by Client which relate to: 1) unauthorized access to Client data, 2) breach of any data protection law or Schedule D, or 3) the violation of any third party's Intellectual Property Rights arising in the provision of Application Support Services or XMPro Products. Client shall i) give prompt written notice to XMPro of such claim, ii) give XMPro sole control of the defence and settlement of the claim against the Client, and iii) give XMPro all reasonable assistance at XMPro's expense.

9.2 In the event of any infringement or claimed infringement, Client may terminate this Agreement and Client's sole remedy shall be that XMPro shall in its sole discretion: (i) modify infringing materials to be non-infringing; (ii) obtain a license for Client to use the infringing materials; or (iii) subject to the limitation of liability provisions of this Agreement, provide monetary compensation to Client under this indemnity.

9.3 Client agrees to indemnify, hold harmless and defend XMPro from and against any and all judgments, liabilities, damages, losses, expenses and costs (including, but not limited to, court costs and legal fees) incurred by XMPro and for which XMPro provides notice to Client within thirty (30) days of such claim which relate to the violation of any third party's copyright or proprietary rights arising in connection with the unlawful use of XMPro Products where such unlawful use arises from Client's unauthorized modification of the XMPro Products.

10 LIMITED LIABILITY

10.1 To the full extent allowed by applicable law, the parties mutually waive all claims and rights of recovery against each other for any special, exemplary, consequential or indirect damages related to this Agreement. Consequential and indirect damages include loss of data, use, income, anticipated profits on unperformed work or other contracts or projects, loss of business, goodwill or reputation or other consequential or indirect damages as defined by applicable law. The foregoing shall not apply to the extent such damages are caused by or result from (i) a party's gross negligence or willful misconduct or (ii) any third party claims.

10.2 Except for claims arising from Section 9.1,then to the full extent allowed by applicable law, XMPro's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to this Agreement from any cause or causes of action including but not limited to XMPro's negligence, strict liability, breach of contract or breach of warranty shall not exceed the amount of the fees paid by Client to XMPro under this Agreement during the previous 12 month period in which such claim arises. The foregoing limitations on liability shall not apply to the extent the foregoing are caused by or result from (i) XMPro's gross negligence or willful misconduct, or (iii) XMPro's breach of its confidentiality obligations in section 13.

11 INTELLECTUAL PROPERTY AND PRIVACY

11.1 All rights in any intellectual property relating to the XMPro Products, Support, XMPro Applications, related documentation, or background material remain the property of XMPro.

11.2 XMPro retains all rights to intellectual property created in connection with its performance of Application Support Services, Support and XMPro Applications hereunder or elsewhere.

11.3 XMPro grants a license to use the Intellectual Property Rights in the XMPro Products and any Application Support Services provided to the Client for its own business purposes whilst all Fees are paid in terms of this Agreement.

11.4 All Client data stored within the Products or its related components remains the property of the Client. The Client warrants that any logo or copyright material supplied by it to XMPro are its own and may be used with its authorization. XMPro accepts no responsibility for the accuracy of Client Data except to the extent imposed by privacy legislation. The Each party warrants that it has complied with all such legislation and will continue to ensure it does so.

12   PRIVACY NOTICE

12.1   XMPro will comply and will ensure that all its representatives comply with privacy legislation in respect of all Personal Information collected, used, disclosed and otherwise handled by them under or in connection with this Agreement.

12.2   If Client has any questions or feedback about privacy, or wish to make a complaint about the way in which XMPro has handled Client Personal Information, contact XMPro as follows: (i) xmpro@xmpro.com (ii) +1 800-803-75925; (iii) The Privacy Officer, XMPro Inc. at Suite 400, 10000 North Central Expressway, Dallas, 75231 Texas.

13   CONFIDENTIALITY

13.1   Confidentiality. In connection with this Agreement, each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). Subject to Section 13.2, "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, Clients, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing, (i) all Client Data (including all Personal Information) is and will remain the Confidential Information of Client and (ii) the financial terms and existence of this Agreement are the Confidential Information of both parties.

13.2   Exclusions. Subject to Section 13.3, Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

13.3   Client Data Exception. Notwithstanding the provisions of Section 13.2 or any other provisions of this Agreement, none of the exclusions set forth in Section 13.2 apply to any Client Data, whether provided by or on behalf of Client to Provider or the Application Support Services for processing or generated or derived from such processing and regardless of whether such Client Data may be publicly available or otherwise qualify for exclusion under any of the other provisions of Section 13.2.

13.4   Confidentiality and Use. Each Receiving Party recognizes and agrees that the Confidential Information of the Disclosing Party is critical to the Disclosing Party's business and that neither party would enter into this Agreement without assurance that such information and its value will be protected as provided in this Section 13 and elsewhere in this Agreement. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

13.4.1   not access or use, or permit the access or use of, Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

13.4.2   not use or permit the use of any of the Disclosing Party's Confidential Information, directly or indirectly, in any manner to the detriment of the Disclosing Party or to obtain any competitive advantage over the Disclosing Party;

13.4.3   except as may be permitted by and subject to its compliance with Section 13.5, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this section; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this section;

13.4.4 safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

13.4.5 ensure its Representatives' compliance with, and be responsible and liable for any of its representatives' noncompliance with, the terms of this Section 13; and

13.4.6 notify the Disclosing Party in writing within forty eight (48) hour any unauthorized disclosure or use of the Disclosing Party's Confidential Information and cooperate with the Disclosing Party to protect the confidentiality and ownership of all Intellectual Property Rights, privacy rights, and other rights therein.

13.5 Compelled Disclosures. If the Receiving Party or any of its representatives is compelled by applicable law to disclose any Confidential Information, then, to the extent permitted by applicable law, the Receiving Party shall: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under Section 13.4; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this section, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment. No such compelled disclosure by the Receiving Party will otherwise affect the Receiving Party's obligations hereunder with respect to the Confidential Information so disclosed.

14 SOLICITATION

Both parties agree not to hire or attempt to hire employees or subcontractors of the other party without prior written consent, during the term of this Agreement and during the one (1) year period commencing upon completion, termination, expiry or abandonment of this Agreement. This restriction also applies for a period of 12 months from the date of resignation/termination of any employee or subcontractor.

15 DELAYS

15.1 Neither party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, or act of God, but each party shall use all reasonable efforts to minimize the extent of any such delay.

16 AMENDMENTS

16.1 Changes to this Agreement need to be agreed in writing by both parties.

17 ASSIGNMENT

17.1 Neither party may assign its rights or obligations hereunder (except to subsidiaries or affiliates) without prior written consent of the other party, which consent will not be unreasonably withheld.

18 ARBITRATION & GOVERNING LAW

18.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the choice of law or conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

18.2 Any dispute, controversy, cause of action, or claim, of any kind or nature whatsoever, whether legal or equitable, including, but not limited to, claims sounding in contract, torts or products liability and claims based upon alleged violations of consumer protection laws, which arise out of or relate to (1) this Agreement, or the breach, termination or invalidity of this Agreement, (2) the sale, installation, modification or use of the Software sold, or (3) any services rendered in connection with the sale, installation, modification or use of the Software shall be

finally and exclusively settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement by one (1) arbitrator appointed in accordance with such Rules. The place of arbitration shall be Wilmington, Delaware. Judgment upon the award of the arbitrators may be entered in any court having jurisdiction thereof.

19   GENERAL

19.1   Audit rights

19.1.1   Upon notice of no less than 30 days, Client will use commercially reasonable efforts to provide written confirmation of it's compliance with license terms in respect of Agreement.

19.2   No waiver

19.2.1   No term of this Agreement shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the Party issuing the same. The waiver by a Party of a breach or default by the other Party in any of the provision of the Agreement or any SOW shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that is has or may have hereunder, operate as a waiver of any breach or default by the other Party

19.3   Precedence

19.4   If there is any conflict or ambiguity in interpretation, the documents identified in this Agreement are to be read in the following order of precedence (i.e. (a) has the highest order of precedence):

    a)   the clauses of this Agreement;

    b)   the Appendices;

19.5   Power to enter into the contract.

19.5.1 Each party represents and warrants that, its representatives are properly authorized and have full power to enter into this Agreement on behalf of the Client and for the Client to carry out its obligations under it.

20   SCHEDULES

20.1   The following schedules are included as part of this Commercial Agreement:

Schedule	Title
1	XMPro Software as a Service Ordering Document
2	Supporting Reference Documentation
3	Support

21   CLIENT DETAILS

21.1   The following are the Client Details.

Client Name	
Principal Office Address	

                                       Copyright 2022

APPROVAL

Signed for **CLIENT** by an authorized officer:		Signed for **XMPRO** by an authorized officer:	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	

Commercial in Confidence

Schedule 1: XMPRO SOFTWARE AS A SERVICE ORDERING DOCUMENT

Prepared By: Preparation Date: mmmm/dd/yyyy

Prepared For	
Company Name	
Email	
Tel	
Address	
City	
State/Province	
Postal/Zip Code	
Country	
Offer Expires	

Billing Contact Information	
Account No	
Contact	
Contact Email	
Contact Phone	
Address	
City	
State/Province	
Postal/Zip Code	
Country	

Service Commencement Date	
Initial Service Period	12 months
Subsequent Service Period	12 months
Automatic Annual Renewal	Yes
Cancellation Notice	30 days
Data Center Region	n/a
Support Center	Dallas TX

XMPro Pricing Summary

Item	Description	Qty	Price
1.			
2.			
3.			
4.			
5.			
7.			
6.			
8.			
9.			

Invoicing and Payment

XMPro will invoice Customer prior to the Service Commencement Date for the first 12 months of XMPro Software as a Service to be delivered under the Agreement ($).

XMPro will invoice Customer, prior to the start of each 12 month period, for the XMPro Software as a Service to be delivered under the Agreement for that year, and any additional named users or event streams that were deployed during the preceding period.

Customer must arrange an electronic transfer of funds directly to XMPro's nominated bank account:

Receiving Bank:	Bank of America
Receiver:	XMPro Inc.
Account #:	325005426539
SWIFT:	BOFAUS3N
ACH Routing:	121 000 358

Acceptance:

CUSTOMER DETAILS
Date
Title
Name
Signature

XMPro Inc.
Date
Title
Name
Signature

Schedule 2: Supporting Reference Documentation

1   DOCUMENTS REFERENCED AND SUPPORTING MASTER SOFTWARE AS A SUBSCRIPTION AGREEMENT.

1.1   For example, Master Services Agreement Statement.

Schedule 3: Support eService

Description of Services and Procedure to report an incident

1.   SERVICES SPECIFICALLY INCLUDED IN THIS SERVICE LEVEL AGREEMENT.

Service	Description	Included as part of support	Example
Platform	A service incident reported regarding a configuration issue or software error that is inhibiting or impacting continued operations. This error did not arise from any changes to the platform settings made by non XMPro staff.	Yes if Subscription is paid.	1. Software error that XMPro may need to fix via a software fix. 2. The incident may require assistance with amending the XMPro configuration.
Platform	A service incident reported regarding an issue or error that is inhibiting or impacting continued operations. The incident arising from an operational environment change.	No unless XMPro is responsible for managing the hosting platform	1. Database permissions changed. 2. Service accounts deleted.
Application	Service tickets arising from new or changed requirements.	No	1. Data error. 2. Amendment to a data stream or App page. 3. Creation of a new connector.

1.2   Services specifically excluded in this SLA

Service	Description
Major Enhancement Requests	An Enhancement Request is a modification, taking more than 40 hours, to an application after User Acceptance Testing sign-off. Examples include, but not limited to: New / Amend App Page. New / Amend data stream / process. New / Amend Connector. Errors on the form, data issues, integration, errors arising from customer changes to forms. Note: Error messages can indicate an issue arising from this as not all error messages are exclusive to an XMPro executable error.
Integration	Integration connector for data streams or processes.

Service	Description
Feature requests	A feature request is a suggested improvement to the XMPro feature set. Examples include but are not limited to
	A new feature of XMPro functionality to be included in the source code.
	Typically no charge however the situation exists where the customer may be asked to pay for sponsoring the feature request. There are a number of mechanisms to raise requests for enhancements. The support site, account manager or contact the company.
	We recommend the request be supported by a requirements statement detailing the requirement. This ensures XMPRO get a better understanding of the request.
Extra documentation	Further documentation required, as not defined by a SOW, is chargeable and will be quoted for.
Training new employees	Training of employees is chargeable.
Services related to a platform upgrade	Even though a new release of the XMPro platform software is included in the Annual Subscription the services to perform the upgrade on behalf of the client will be separately quoted for.

A Service Request can be logged as listed below. The count for response and resolution times only commences when the service request is correctly logged detailed the required information in the Support System. If the request is via email XMPro will register the request.

1. The preferred approach for logging a support call is via email. support@xmpro.com
2. The alternate approach is via the portal. http://www.xmpro.help/

1.3   XMPro Online Support
The XMPro Online Support System has built-in Intelligence to manage and escalate Service Requests as agreed with the Client. Should the system not be available due to inevitable reasons, alternative arrangements will be made with the client and notifications will be sent to the Contact Person. Planned outages will be notified via email to approved customer addressees.

1.4   Registering a Service Request via an email to support@xmpro.com
The XMPro Online Support System support@xmpro.com remains the most efficient way to obtain any Service from XMPro. If the client sends an email the following information needs to be provided:

- Your name
- Company name
- Project name and site
- Implementation Partner if applicable
- Your contact details including a phone number
- Environment background and any recent changes to the environment
- Error message, explanation of your problem or description of your Service Request
- Rate the urgency of the problem or request
- Actions taken to solve the problem if applicable

The Service Request will be registered on the Online Support System. You will receive a Service Request reference number to enable you to follow up on your request.

After logging your call you will be kept informed online. You can keep track of the progress by using the on-line Support Center. Sign on using your username and password and track the progress. All Service Requests are monitored and escalated as per our Service Levels Standards.

1.5   The Support Process

The request will be logged in the Online XMPro Support System. An agreed priority will be assigned and a unique tracking number will be provided to the client to enable them to track the progress.

- *The client is informed online*

The status and full history of your call will be available for your review via http://www.xmpro.help/

- *The problem is escalated*

If the problem is not solved within the standard response time it is automatically escalated to other departments in XMPro and to XMPro Management.

- *XMPro utilizes Interactive Support*

XMPro utilizes Microsoft Teams. We can also access Customer supplier communication platforms, example GoToMeeting or WebEx to view the client's problem while the user explains.

- *Potential training needs are identified as part of the support process*

Analyzing support statistics enables XMPro to identify potential training needs. These training needs will be formally communicated to the client.

- *Continuous improvement of the support process*

We appreciate our client's feedback on each incident and use the feedback to improve our process. A formal online survey will be the last step in this process.

The XMPro Online Support System will provide the Client with the details of the service calls logged and specified statistical analysis of their outcomes. This will enable the Client as well as XMPro to measure the success of the support service and to assist in the identification of possible training requirements.

2. SERVICE PERFORMANCE LEVEL

XMPro will employ the following performance metrics to monitor or track service requests logged and report on performance:

Performance Metric	Description
Response Time	This metric defines the maximum system response time. The response and resolution only calculated on agreed working hours. The time count only begins from the point the support call is correctly logged in the system. Logging on the support site is the preferred method. Any delays in getting access to the appropriate staff or servers will suspend the count.

Performance Metric	Description
	Refer to our standard customer support response times below.
Customer Support	This metric includes the typical help desk problem reporting and problem resolution guarantees based on severity level. Severity level and response and resolution times are assigned according to their impact on clients. The following acceptable response times have been negotiated between XMPro and the Client.

Severity Level	Description	Response Time based on business days - Dallas TX.
1	Critical – The XMPro solution is down or unable to access data (it is a time critical process / solution).	Response in 2 working hours; Remedy and resolution within mutually agreed timeline
2	Urgent – It is a time *critical business function* out of action or malfunctioning. The problem is seriously affecting daily business. The process or software is useable, but part of the process / software is not functioning correctly.	Response in 1 working day; Remedy and resolution within mutually agreed timeline
3	Routine – It is a non-time critical function out of action or malfunctioning, not seriously affecting daily business.	Response in 3 working days; Resolution within mutually agreed timeline
4	General: Advice or information requested regarding XMPro software or a modification to software request (service cost).	Information as soon as possible

Performance Metric	Description
Availability	This metric includes system availability guarantees over a period of time. The Supported platform will be available 98% of the time, 7 days a week, and 23.5 hours per day.

3. SERVICE PROVIDER AND CLIENT ROLES AND RESPONSIBILITIES

Both the Service Provider and the Client have responsibilities in support of the service delivery process.

XMPro, as the **Service Provider,** has the following duties and responsibilities:

- *Meeting response times associated with service related incidents.*
- *Generating service level reports for customer.*
- *Training support staff on appropriate service support tools.*
- *Notifying customers about all new releases and upgrades.*
- *Developing and maintaining XMPro specific system related documentation.*
- *Managing user accounts of Support System.*

The Customer has the following duties and responsibilities:

- *Adhering to any related policies, processes and procedures as defined in this agreement.*
- *Reporting problems using the problem reporting procedures described in the SLA.*
- *Scheduling in advance all service related requests and other special services with the Service Provider.*
- *Developing and maintaining process related documentation (this will be together with the implementation partner if applicable).*
- *Making customer representative(s) available when resolving a service related incident or request.*
- *Providing reasonable access to the client solution environment.*
- *Communicating when system testing and/or system maintenance may cause problems that could interfere with standard business functions.*
- *Communicating hardware and software changes in the direct applicable IT environment.*
- *Notifying the XMPro Agreement Manager as soon as the Client Primary Contact Person or the Client Stand-In Person changes.*

The Client's sole point of contact for all communications with XMPro pursuant will be communicated with the Service call.

XMPro uses its reasonable endeavors to contact the Primary Contact but if unable to do so, it may contact the following nominated Stand-in Contact (again, unless otherwise notified by the Client in writing from time to time):

4. PROBLEM REPORTING AND ESCALATION

If the problem is not solved within the standard response time it is automatically escalated to other departments within XMPro and to XMPro Management. If it is believed that the incident is not being investigated, or has not been resolved to your satisfaction, please email the Client Services Manager info@xmpro.com. Detail the reason for your dissatisfaction and highlight the impact of the problem on your business. The matter will be discussed with the relevant individuals and a written response (email) will be returned.

5. KEY PERFORMANCE INDICATORS

The Customer and XMPro have agreed upon the following the following as key performance indicators for XMPro's service performance:

- *Response to incidents within standard response time associated with the applicable severity level.*
- *Escalation of all incidents not responded to or not resolved within the standard times as specified in this agreement.*
- *Communication to the client at the following milestones:*
  - *Successful logging of the incident with a reference number.*
  - *Email on successful resolution of incident or when the call is closed.*
  - *Email on escalation of incident.*
  - *Functionality enabling the client to track the status of the logged incident online.*
  - *Incident statistics available as online reports.*
  - *Survey statistics available as an online report.*
- *Regular review of Service Level Agreement as specified in this agreement.*

6. CLOSING OF AN INCIDENT

An incident can only be closed by the person logging the call, or by the XMPro Service Manager. If more information was requested from the client and no feedback has been received for a reasonable length of time,

the support consultant will send the client a message informing him / her that the call will be closed within 2 working days if no information is received. Only the XMPro Service Manager will be able to close these calls.

All calls can be re-opened online at any time.

7. SERVICE REPORTS

Service reports are available on http://www.xmpro.help/ with the appropriate access rights will be able to view this information. This will usually be the Primary and Stand-In Contacts as identified by the Client. The Client can however nominate other individuals as required.