

KIGEN M2M (HOSTED) RSP SERVER SERVICE SUPPORT PROGRAM

1 Introduction

This Kigen M2M (Hosted) RSP Server Support Program describes Kigen's service level obligations in relation to the Kigen M2M (Hosted) RSP Server Service provided by Kigen to Customer pursuant to the Terms of Sale, under which Customer acquired its rights to use the Service. This Kigen M2M (Hosted) RSP Server Support Program is subject to the terms of the Agreement (as defined in the Kigen Hosted RSP Server Terms of Service).

All definitions contained in the Kigen Hosted RSP Server Terms of Service shall have the same meanings and apply to this Kigen M2M (Hosted) RSP Service Support Program. This Kigen M2M (Hosted) RSP Service Support Program may be updated from time to time.

2 Definitions

If not defined below, capitalised terms used in this Kigen M2M (Hosted) RSP Support Program will have the meanings set out in the Agreement.

"Downtime Exceptions" means any period when the Service is not available for ordinary use, due to any of the following:

- a) Scheduled Downtime;
- b) Emergency Maintenance;
- c) a force majeure event as defined in clause 15.2 of the Kigen Server Terms of Service;
- d) any act or omission by or on behalf of the Customer or another customer of Kigen;
- e) any Incident with any system or technology not within Kigen's control (including without limitation, any Incident associated with the Customer's ISP, the internet, the Customer's networks, Customer's SMSC, or Customer's SMSC bind);
- f) any suspension or termination of the Service by Kigen in accordance with the Agreement;
- g) use of any attachment, hardware, software, or device in connection with the Service;
- h) misuse of the Service, or any use of the Service that is not in accordance with this Agreement and/or Kigen's written instructions;
- i) use of the Service through any systems other than Kigen's and Customer's;
- j) attempted use of the Service where the Customer has no network coverage; or
- k) failure to implement suitable redundancy measures per Kigen's recommendations.

"Emergency Maintenance" means activity taken by or on behalf of Kigen in order to investigate and/or remedy any actual or potential emergency issue or security threat, including without limitation where any Customer hardware and/or software behaves in a manner that threatens the proper functioning or integrity of the Service (e.g. through aggressive connection attempts).

"Incident" means a failure of the Service to perform in accordance with the Agreement, that is reproducible or verifiable by Kigen and characterized by one of the three severity levels described in clause 6.8.

"Incident Resolution" means a remedy that resolves an Incident and brings the Service back to operational status in accordance with the Agreement, applicable Terms of Sale, and specifications.

“**Incident Response**” means an acknowledgment by Kigen (by phone or email) of a request for support made by the Customer to Kigen in accordance with this Support Program, or a notification (phone or email) from Kigen to the Customer in those cases where Kigen discovers the Incident.

“**Launch Date**” means the date on which the parties agree that the Service is operational.

“**Quarter**” means each calendar quarter ending on 31st March, 30th June, 30th September and 31st December of any year.

“**Scheduled Downtime**” means maintenance or similar work carried out by or on behalf of Kigen in relation to the Service which is notified to the Customer at least seventy-two (72) hours in advance, by email or otherwise, including without limitation, any planned network maintenance. Scheduled Downtime for non-Kigen resources will be at such time as Kigen’s supplier or sub-contractor may require, and Kigen shall provide notice of the same in advance insofar as reasonably possible.

“**Service**” means the Kigen M2M (Hosted) RSP service to be provided by Kigen to Customer under the Agreement which enables the on-boarding, connection, updates and lifecycle management of different types of connected devices deployed over the cloud.

“**Service Credit**” means any service credits relating to the unavailability of the Service which are issued by Kigen, as set out in clause 5 below.

“**Unscheduled Downtime**” means any time where the Service is unavailable which is not the result of a Downtime Exception.

“**Uptime**” means the percentage of time during a Quarter during which the Service is available for ordinary use, provided that for the purposes of calculating Uptime, the Downtime Exceptions shall be ignored. The Service shall not be considered ‘available for ordinary use’ if it cannot provide service in five or more consecutive minutes. Uptime shall be calculated in accordance with the following equation:

$$\text{Uptime \%} = \frac{\text{total minutes in Quarter} - \text{Unscheduled Downtime}}{\text{total minutes in Quarter}} \times 100$$

3 Service Uptime Target & Credit

- 3.1 Kigen will use commercially reasonable endeavours to achieve ninety-nine per cent (99%) average Uptime in respect of the Service in any Quarter, assessed on a twenty-four hour per day, seven day per week basis.
- 3.2 The Uptime provision in clause 3.1 shall not apply for a period of three (3) calendar months after the actual Launch Date, and for the avoidance of doubt shall not apply for any period prior to the Launch Date.
- 3.3 If Kigen fails to meet its commitments under these service levels and Service Uptime is less than the target stated in clause 3.1 above for reasons other than the Downtime Exceptions in any Quarter, then for every additional full hour in a Quarter that is not Uptime or a Downtime Exception, Kigen will credit to the Customer an amount equal to zero point two five per cent (0.25%) of a Quarter’s Fees for each such full hour of Downtime, subject to clause 5.5 below.

4 Service Credit Procedure

- 4.1 In the event that the Uptime of the Service falls below 99% in any individual Quarter, the parties agree that damages with respect to such failure would be difficult to calculate. The parties therefore agree that Kigen shall, as a credit and not as a penalty, grant Service Credits to Customer, as stated in clause 3.3.
- 4.2 Customer acknowledges and agrees that the provision of Service Credits constitutes a genuine pre-estimate of loss and shall be Customer’s sole and exclusive remedy for any performance and availability issues with the Service under this Support Program and the Agreement.

- 4.3 A Service Credit shall not be payable unless Customer requests it within 30 business days of the end of the Quarter in respect of which the Service Credit is due (a “**Request**”). On receipt of such request, Kigen shall review its records of Uptime for the relevant Quarter and notify Customer if such request is accepted. Only Kigen’s records shall be used to determine the Uptime for the relevant Quarter.
- 4.4 Once a Request is accepted by Kigen, Service Credits may be used by Customer as a monetary credit against the next payment of Fees due to Kigen under the Agreement. Kigen shall provide such Service Credits on its next invoice to Customer following the end of the relevant Quarter.
- 4.5 The maximum value of Service Credits that may be credited to Customer in any Quarter shall:
- 4.5.1 be capped at ten per cent (10%) of the relevant Quarter’s Fees; and
- 4.5.2 only be payable insofar as the Customer has paid or credited at least an equivalent amount to its customers in respect of the same Uptime failure.

5 Service Support

- 5.1 During the Term, Kigen will provide technical support to Customer in respect of Incidents related to Customer’s regular use and general management of the Service, as set out in this Support Program (“**Service Support**”).
- 5.2 Service Support shall be provided in English and primarily by email, unless otherwise agreed by the Parties in writing, and the Service Support does not, unless expressly agreed by Kigen in writing, include any travel to any Customer or other sites.
- 5.3 During the Term, the Customer may submit requests to Kigen for help or advice (“**Requests for Support**”), or report Incidents encountered with the Services (“**Reported Incidents**”), as described below.
- 5.4 **Hours of Support Operation**
- 5.4.1 For Requests for Support, Kigen’s normal working hours (Monday – Friday; 9am – 5pm UK time, as at the Effective Date) excluding weekends and holidays (the “**Business Hours**”).
- 5.4.2 For Reported Incidents, the Business Hours apply, with the exception of Severity 1 or Severity 2 Incidents, as defined below, which will be supported 24 hours per day, 365 days per year.
- 5.4.3 The Customer may request Kigen to extended hours of Service Support, in which case, if feasible, Kigen may provide the Customer with a proposal outlining its ability to provide extended hours Service Support, the related costs, and an estimated timeframe when the hours of support could be extended.
- 5.5 **Method of Contact**
- 5.5.1 Requests for Support and reporting of Incidents by Customer must be made using the support ticket system at www.kigen.com/support (“**Ticket System**”).
- 5.5.2 Kigen will assign a unique case number for all Reported Incidents and Requests for Support.
- 5.6 **Content**
- Reported Incidents should include:
- a) Name and contact information of the person reporting the Incident;
 - b) Description of the Incident and symptoms, including: date/time incident first observed; exact location of incident, if applicable; and ICCID number(s) of SIM(s) involved, if applicable;

- c) Steps taken to attempt to resolve the Incident; and
- d) An email address for service notifications (a distribution list is recommended) and a list of names and phone numbers of up to four (4) Customer employees who have been designated to provide assistance and support (“**Support Contacts**”). The Customer may change the names and numbers of the Support Contracts at any time with written notice to Kigen.

5.7 Incident Classification

Customer will classify each Incident as Severity 1, Severity 2, or Severity 3, based on the impact to the Customer business, as defined below:

- a) A **Severity 1 Incident** is an Incident that causes a complete outage of the service where no terminals can connect to the Service to transmit or receive data, or a complete outage of the control centre where no Customer users can access or use the Service.
- b) A **Severity 2 Incident** is an Incident that causes a significant failure or degradation in performance of the Service.
- c) A **Severity 3 Incident** is an Incident that causes a minor failure or degradation in performance of the Service.

Kigen reserves the right to reclassify Incidents if they are found to not be in line with these definitions. Any dispute in classification can be escalated in clause 5.12. If any Incident which is Severity 2 or Severity 3 is deemed business critical, then the escalation process should be invoked and it may be reclassified as Severity 1 by Kigen.

5.8 Response Time Targets for Incidents

Upon receipt by an Kigen of a Reported Incident from the Customer, Kigen will use commercially reasonable efforts to provide a response within the time frames outlined below:

Severity Level	Target Response Time
Severity 1	Four (4) hours
Severity 2	Twenty-four (24) hours (or next working day if Incident reported outside of Business Hours)
Severity 3	N/A

5.9 Incident Resolution

Upon the acknowledgement by Kigen of a Reported Incident, Kigen will use commercially reasonable efforts to provide a resolution to the Incident within time frames outlined below, subject to the provision of adequate assistance from Customer’s Support Contacts:

Severity Level	Target Resolution Time
Severity 1	Twenty-four (24) hours
Severity 2	Forty-eight (48) hours

Severity 3	N/A
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5.10 Root Cause Analysis

A root cause analysis (“**RCA**”) will be performed by Kigen on resolution of Severity 1 or 2 Incidents. This will be provided to Customer up to seven (7) days after closure of the RCA or otherwise agreed at a regular meeting.

5.11 Assistance

At least one (1) Support Contact shall be available during the Target Response Time to explain and/or describe the Incident and provide any other assistance required by Kigen. Timely resolution of the Incident may require the Customer to provide supporting evidence of the Incident, and the Customer will reasonably cooperate in such efforts.

5.12 Escalation Procedure

5.12.1 If Kigen does not respond to a Reported Incident within the time frames described above, the Customer may file an escalation request in the Ticket System to request an escalation after the time periods indicated in the table below:

Escalation Level	Severity 1	Severity 2	Severity 3
Technical Support Team	One (1) hour	Four (4) hours	24 hours
Technical Support Lead	One (1) hour	Four (4) hours	24 hours
Head of Customer Success	Two (2) hours	Six (6) hours	48 hours
Director of Product Operations	Four (4) hours	Eight (8) hours	96 hours
Update Frequency	Every 1 hour, if requested or as otherwise agreed	Every 4 hours during business hours if requested or as otherwise agreed	Every business day if requested or as otherwise agreed

5.12.2 In the event that Kigen reclassifies the severity of an Incident pursuant to clause 5.7 and Customer does not accept the reclassification, the Customer may file an escalation request in the Ticket System. Kigen shall respond to such a request within the Target Response Time for the severity level requested by Customer.