

BODY INTERACT™ Support Level Agreement (SLA)

Terms and conditions to provide Support to Body Interact™ software by Take The Wind, Lda. team (BI Team):

1. Subject to the full payment of the Software and maintenance fees, technical support shall be provided by telephone, e-mail, remote access and to up to 3 individuals representing the authorized users per organization. Technical support is available Monday to Friday (except public holidays) between the hours of 9.00 am – 6.00 pm West Europe Time (WET).

2. The registered user of the licensed Software will receive from time-to-time notifications about Software upgrades including: new versions, service packs, patches and instructions for applying said upgrades. These are supplied by the BI Team during the period of maintenance cover. The BI team shall provide support for each major version of the Software under the maintenance period or license subscription agreed with the Customer.

3. Defects will be addressed in accordance with the assigned priority level:

a) Priority Level 1: complete loss of all service of the Product. This will be considered an emergency. The BI Team will acknowledge within 2 working hours in working days from the time that request was received and shall remedy defects and/or provide a workaround within 2 working days of notification of the problem.

(b) Priority Level 2: severe loss of service of the Product however, operation can continue in a restricted fashion. The BI Team will acknowledge within 3 working hours from the time that the call was logged with the BI Team and shall remedy defects and/or provide a workaround within 3 working days.

(c) Priority Level 3: a minor loss of service of the Product, the impact is an inconvenience. The BI Team will acknowledge 3 working days from the time that the call was logged with the BI Team and shall remedy defects in the next release of the software or within 3 months.

d) Priority Level 4: no loss of service of the Product; the result is a minor error, incorrect behavior, or a documentation. The BI Team will acknowledge within 3 working days from the time that the call was logged with the BI Team and the BI Team shall use its reasonable efforts to remedy defects and/or provide a workaround in the next release.

4. Exclusions; If a problem is found to be caused by one or more of the following excluded factors then the BI Team may not provide support or if it chooses to provide support the BI Team may charge the Customer at the BI Team's current rates for such services for all reasonable costs plus VAT. The BI Team shall notify the Customer as soon as they become aware that a fault may be due to one of the following exclusions:

- (a) Altered, damaged, or modified Products (save for those alterations or modifications made by the BI Team
- (b) Products that are not at a supported release level or for which the Customer does not have a current support and maintenance contract;
- (c) Defects or errors caused by incorrect use of the Products or operator error;
- (d) Defects caused by failure to implement reasonable recommendations in respect of or solutions to defects provided by the BI Team;
- (e) Products installed in a hardware or operating environment not supported by Body Interact™ (Windows 8 or above).
- (f) Third party software not licensed through or supported by the BI Team;
- (g) Defects or errors caused by any fault or error in the hardware equipment, programs, applications or products used in conjunction with the Products, or otherwise resulting from causes beyond the reasonable control of the BI Team.

5. Customer's Support Service Obligations: The Customer shall provide cooperation and assistance to the BI Team in their efforts to provide support. Such cooperation and assistance shall include but not be limited to:

- (a) The timely transmittal and release to the BI Team of appropriate and accurate documentation and information;
- (b) Remote access to Customer's environment where the defect can be reproduced and traced.
- (c) High-speed cable Internet.
- (d) If the fault cannot be replicated via the remote access, the Customer may require the Body Interact™ staff to attend site and shall pay for the time and expense charges involved in attending to this site or other locations.

6. Software Exit Criteria: all Software Release Candidates by BI Team must fulfill an established internal Exit Criteria of Quality Assurance. The Exit Criteria consists of the following acknowledged software defects: 3 major defects and/or 10 minor defects.

Major: The defect affects major functionality or major data. It has a workaround but is not obvious and is difficult. Example: A feature is not functional from one module but the task is doable if 10 complicated indirect steps are followed in another module/s.

Minor: The defect affects minor functionality or non-critical data. It has an easy workaround. Example: A minor feature that is not functional in one module but the same task is easily doable from another module.

For further information, please contact support@bodyinteract.com

Thank you!

Updated on April 5, 2017. Subject to change without previous notice.