



# MeteoGroup

## Support Services Schedule

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MeteoGroup is a  
proud holder of five ISO certifications



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## Disclaimer

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## 1. Introduction

As a MeteoGroup customer, we want to thank you for choosing our products and services. Our goal is to ensure your product success using MeteoGroup support services resources and tools. This Support Services Schedule provides an overview of the MeteoGroup support services, benefits and guidelines intended to maximize your investment by leveraging MeteoGroup's support.

Please refer to the Business Service Agreement for your relevant MeteoGroup service to learn about your contracted support level.

This document replaces all prior versions of the Support Services Schedule. MeteoGroup may revise this Support Services Schedule from time to time. The latest version of this document can be found online: <https://www.meteogroup.com/supportschedule>.

Please direct any questions or comments regarding this schedule to: [customerservice@meteogroup.com](mailto:customerservice@meteogroup.com).

## 2. Our commitment to you

With our enterprise-wide ISO 9001, ISO 14001, ISO 27001, ISO 22301 and OHSAS 18001 certification, MeteoGroup meets the most stringent international standards for quality, environment, information security, business continuity and occupational health & safety management systems. All certificates have been awarded to MeteoGroup on a multisite basis following a rigorous auditing process conducted by TÜV Cert. We undergo yearly audits across all aspects of our enterprise business and meteorological operations and have sustained and surpassed all requirements.

MeteoGroup is proud to be recognized as a trusted partner and our certificates underline our commitment to delivering a trusted and respectful service to our clients.



### **ISO 9001 – Our commitment to customer service and high-quality services**

After a successful recertification MeteoGroup has recently been awarded with the ISO 9001:2015 certificate. By achieving the ISO 9001:2015 certificate we provide evidence to our customers and stakeholders that MeteoGroup consistently is committed to producing quality products and services with a strong customer focus, while continually reviewing and improving our performance.

### **ISO 14001- Our commitment to the environment**

MeteoGroup is committed to operate in a sustainable manner and therefore committed to reducing our environmental impact and continually improving our environmental performance. It is our goal to encourage our customers, suppliers and other stakeholders to do the same. Through our ISO 14001 environmental management system we demonstrate our systematic and process driven approach to control our environmental impact and manage our environmental performance in line with our policy.

### **OHSAS 18001 – Our commitment to safety and health**

The OHSAS 18001 certificate of MeteoGroup illustrates that we have implemented processes to effectively control risks to both our staff and customers to the world's most recognized occupational health and safety management system standard. It ensures our employees, customers and stakeholders that we are committed to consistently managing and improving upon our health and safety risk management processes in conformance to the management standard, invest in staff training and are in compliance to relevant legislation.

### **ISO 27001 – Our commitment to ensure that information is secure to the highest measures**

Our customers and stakeholders deserve complete assurance that risks to information security are mitigated under strict management controls. By gaining our ISO 27001 certification we have demonstrated to take precautions against internal and external threats that could impact the security, integrity and accessibility of information and fully manage, monitor and assess these measures on a continuous basis.

**ISO 22301 – Our commitment to business continuity**

By achieving the ISO 22301 certificate we have demonstrated that our services can be continued under all circumstances. Through our business continuity plans we are prepared for potential incidents and able to continue our operations in the event of company outages which can occur due to unexpected disruptions or disasters.

### 3. Applicability

The support services described in this document currently only apply to the following MeteoGroup products and services:

<b>Product or Service</b>	<b>Support product family</b>
Weather API – Standard only	SaaS-based services, detailed in Chapter 5
Professional service solutions	Custom Developed Solution, detailed in Chapter 6

## 4. Support services for license and subscription-based products

MeteoGroup shall provide support services in respect of the Equipment and/or Software specified in the MeteoGroup Order Form and in addition to MeteoGroup's General Terms and Conditions as attached to, or provided as a schedule to, the Business Services Agreement. Support services shall be rendered for the duration as specified in the Order Form and subject to the terms and conditions in this Support Services Schedule.

In the event of any conflict between the terms and conditions set out in this Support Service Schedule and MeteoGroup's General Terms and Conditions, the terms and conditions set out in this Support Service Schedule shall prevail.

As part of the support services, MeteoGroup shall provide an error correction service in respect of reproducible errors in the current release of the Software in accordance with support services purchased by the Customer.

### 4.1 Products in scope

This section of the Support Services schedule currently only applies to the following MeteoGroup license- and subscription-based products and services:

Product or Service	Support Tier
(none)	

### 4.2 Limitation on scope of support services

The following service exclusions apply:

- (i) The support services shall not include the diagnosis and rectification of any fault resulting from:
  - a. the improper use, operation or neglect of the Software or the Equipment upon which they are run;
  - b. the failure by the Customer to implement recommendations in respect of, or solutions to, faults previously advised by MeteoGroup;
  - c. any repair adjustment alteration or modification of the Equipment and/or Software, or merger (in whole or in part) with any other hard- and/or software, by any person other than MeteoGroup without MeteoGroup's prior consent;
  - d. the Customer using a release of the Software which is not the latest release of the Software, and is not the release which was issued prior to the latest release of the Software;
  - e. the Customer is using Software which has been declared 'End of Life' by MeteoGroup;
  - f. the use of the Equipment and/or Software for a purpose for which it was not designed;
  - g. loss or damage caused directly or indirectly by operator error or omission;



- h. the failure to use versions of the operating system software as specified by MeteoGroup from time to time;
  - i. loss, damage or faults caused directly or indirectly by any alteration, upgrade or new release of any software operating in conjunction or closely with the Software;
  - j. a fault in the Equipment or in any other software operating in conjunction with or closely with the System or Software.
- (ii) The rectification of lost or corrupted data and/or configuration settings are not part of the support services.
- (iii) On-site support services are not included as a standard feature of MeteoGroup's support services.
- (iv) MeteoGroup may agree upon request by the Customer to provide support services notwithstanding that the fault results from any of the circumstances described under (i) above or to provide support to the Customer in circumstances which are otherwise not covered by the support services. MeteoGroup shall in such circumstances be entitled to levy additional charges at such rates and on such terms as the parties may agree from time to time.

### **4.3 The Customer's Responsibilities**

In the context of the support services, the Customer shall:

- a. reasonably cooperate with MeteoGroup or its agent during any implementation activities, which cooperation is necessary to prevent MeteoGroup from performing improperly;
- b. take such steps as may be necessary to confirm the existence of errors and to ascertain the condition under which the errors may be duplicated;
- c. carry out such diagnostic routines as MeteoGroup may have recommended prior to requesting any support service and inform MeteoGroup of the results of its diagnostic tests;
- d. provide MeteoGroup with such information, facilities and assistance as MeteoGroup may reasonably require and procure such assistance from the Customer's other suppliers as MeteoGroup may reasonably require;
- e. co-operate with MeteoGroup and provide, promptly, any data or information, assistance and electronic remote access and/or physical access to the Systems, as required for a proper execution of the support services. MeteoGroup shall not be responsible for any delay or failure to perform its obligations arising due to any delay, error, omission or act of Customer or its agents or suppliers or other contractors;
- f. designate primary and secondary contacts authorised to request the support services, as indicated on the Order Form and inform MeteoGroup promptly of any changes. Authorised use of the telephone and email helplines is limited to these designated contacts;
- g. appoint designated support contact personnel and substitute contact personnel who, after acceptance by MeteoGroup, shall be the only person(s) authorised to contact MeteoGroup's Customer Services. MeteoGroup shall only be entitled to reject

appointment of a contact person on reasonable grounds. MeteoGroup shall not be bound to act on instructions of any Customer representative other than appointed contact personnel.

On an ongoing basis, the Customer shall:

- i. provide access to the System as MeteoGroup may require establishing a data communication link for the purpose of remote diagnosis and remedy of the Equipment and/or Software;
- ii. use, maintain and store the Equipment and the Software only in accordance with the Documentation and hardware manuals, and the instructions or recommendations given by MeteoGroup;
- iii. ensure that the licenses authorising the Customer's use of the Software are in effect throughout the support services term, and that the Software is used only as permitted by the terms of the applicable licenses;
- iv. maintain backup procedures or alternative means to facilitate reconstruction of any lost or altered files, data or programs to the extent it deems necessary;
- v. keep records of usage and performance if requested by MeteoGroup, in a mutually agreed format;
- vi. provide internet VPN-based facilities to MeteoGroup's requirements for remote investigation of Software defects;
- vii. provide MeteoGroup with access to, and use of, such of the Customer's information and facilities reasonably necessary to provide the support services;
- viii. install the latest applicable software revisions and enhancements to the Software as soon as reasonably practicable, and in any event within six months, unless the parties agree for a particular release an implementation plan with a longer timescale; and
- ix. have Systems operated only by adequately qualified, skilled and properly trained staff.

Customer will consult with MeteoGroup prior to Customer's initiative modifying any of the System's objects, such as but not limited to scripts, executables, configuration or data files not described in the user manual or indicated in the Documentation as not to be touched by Customer, by replacing it with a newer version of the applicable object or replacing it with another object or putting it out of order. MeteoGroup will only perform such activity with specific written approval of Customer. MeteoGroup cannot be held liable for any consequences of Customer's failure to comply with the provisions of this item.

#### **4.4 Support services description**

Place and times of the support services

- a. Support services shall take place by means of remote support. For this purpose, the Customer shall provide the required facilities as specified by MeteoGroup. The specification provided therefore by MeteoGroup shall comply with reasonable standards;
- b. All support services work shall be performed on Workdays during Office Hours unless Customer has purchased additional services outside Office Hours.

## Support service levels

MeteoGroup provides support services as part of the three tiers described in this subsection and which are available for MeteoGroup's Systems. The rendering of the relevant support service level is subject to the timely issuing (by Customer) and acceptance (by MeteoGroup) of a valid Order Form.

Features / Support Tier	Standard	Advanced	Premium
Incident handling During Office Hours (5x9½)	Yes	Yes	Yes
Incident handling Outside Office Hours (7x24)	No	Yes	Yes
Phone support	No	Yes	Yes
<b>Target initial response time</b>			
P1 - Critical issues	90 minutes	60 minutes	30 minutes
P2 - Medium issues	8 business hours	4 business hours	2 business hours
P3 - Low issues	3 working days	2 working days	1 working day
<b>Interim Updates to Resolution</b>			
P1 - Critical issues	3 hours	2 hours	1 hour
P2 - Medium issues	8 hours	6 hours	4 hours
<b>Support access</b>			
Language support (during business hours)	English	English (German)	English (German, Dutch)
Dedicated Service Delivery Manager	No	No	Yes
Named individuals with access to support	2	4	10
<b>Support charges</b>			
Annual charge of license list price	15%	18%	21%
Annual costs	Included	Not available	21%

**Table 1: Support tier table for support on license or subscription basis**

- i. **Incident handling – During business hours.** The incident handling during business hours comprise of analysing and remedying Incidents and/or providing temporary corrections (Work-around) in the System after Customer has properly reported an

Incident. In the case of a production System, Incidents will be addressed per Incident severity classification as part of the support services tier purchased by the Customer.

In the case of a test System, Severity Level P1 is not applicable.

- ii. **Incident handling – Outside business hours.** Incident handling outside business hours include analysing and remedying P1 – Critical issues after Customer has properly reported an Incident. These support services are provided 7 days a week, 24 hours a day for production Systems only. The level of service provided depends on the support service tier purchased.
- iii. **Incident handling via Phone support**  
Assistance by telephone during Office Hours in the event Incidents occur, as well as consultation by telephone on the use and functionality of the Software and/or System as part of a P3 – Low issue raised Incident.
- iv. **Target Initial response times**  
The target initial response times indicate the “Response time” that MeteoGroup wants to comply with in responding to an Incident Report. Actual Response time may be faster. The Response time is dependent on the tier purchased by the Customer.
- v. **Interim Updates to resolution**  
The Interim Updates to Resolution is the information updates that MeteoGroup will provide to Customer about the status and progress of the Incident as reported by Customer. The Interim Updates to Resolution will be provided according to the table as shown in Table 1 and the support services tier purchased by the Customer. MeteoGroup can provide the status updates via email directly to the Customer, by phone.
- vi. **Language Support**  
The default support language is English. During Office hours on Workdays support in Dutch or German is available as well.
- vii. **Dedicated Service Delivery Manager**  
A dedicated Service Delivery Manager is responsible as primary contact for support tickets that have been raised by the Customer. The Service Delivery Manager will have quarterly meetings with Customer to discuss support services progress.  
  
The Service Delivery Manager is only allocated to the Customer if the Customer subscribes to the ‘Premium’ support level.
- viii. **Named individuals with access to support**  
The maximum number of appointed Customer personnel who are entitled to raise Incidents on behalf of the Customer for purchased Equipment and/or Software. Customer shall provide in writing the named individuals that will be the appointed as Customer personnel.
- ix. **Closing support cases**

Support engineers will only close cases when the issue is resolved, and with your confirmation, unless:

- Support has tried repeatedly (at least two times) to contact you, and you have not responded;
- A timescale has been agreed in advance for when the case can be closed if we have not heard from you.

## 5. Support for SaaS-based services

MeteoGroup shall provide support services in respect of the SaaS Services specified in the MeteoGroup Order Form and in addition to MeteoGroup’s General Terms and Conditions as attached, or provided as a schedule, to the Business Services Agreement. Support services shall be rendered for the duration as specified in the Order Form and subject to the terms and conditions in this Support Services Schedule.

In the event of any conflict between the terms and conditions set out in this Support Service Schedule and MeteoGroup’s General Terms and Conditions, the terms and conditions set out in this Support Service Schedule shall prevail.

As part of the support services, MeteoGroup shall provide an error correction service in respect of reproducible errors in the current release of the SaaS Services in accordance with support services purchased by Customer.

### 5.1 Products in scope

This section of the Support Services schedule currently only applies to the following MeteoGroup license- and subscription-based products and services:

Product or Service	Support Tier
Weather API	Standard (only)

### 5.2 Service availability for SaaS-based services

All SaaS Services will achieve Service Availability (as defined below) of at least 99% during each calendar year of the subscription term. “Service Availability” means the number of minutes in a year that the key components of the SaaS Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from:

- scheduled maintenance;
- events of Force Majeure;
- malicious attacks on the system;
- issues associated with the Customer’s computing devices, local area networks or internet service provider connections, or
- inability to deliver services because of acts or omissions of Customer or any of its users.

MeteoGroup reserves the right to take the SaaS Service offline for scheduled maintenance for which Customer will be provided reasonable notice and MeteoGroup reserves the right to change its maintenance window upon prior notice to Customer.

If MeteoGroup fails to meet Service Availability in a calendar year, upon written request by Customer within 30 days after the end of the year, MeteoGroup will issue a credit in Customer’s next invoice in an amount equal to 1% of the yearly fee for the affected SaaS



Services for each 1% loss of Service Availability below the committed 99% Service Availability, up to a maximum of 5% of the total annual Customer's fees for the affected SaaS Services. MeteoGroup shall provide a credit to the Customer to be used for additional Services or for a term extension. The remedy stated in this paragraph is Customer's sole and exclusive remedy for interruption of SaaS Services and MeteoGroup's failure to meet Service Availability.

### **5.3 Scheduled maintenance**

MeteoGroup shall where practicable give to the Customer at least 10 Workdays prior notice of scheduled maintenance that are likely to affect the availability of the SaaS Services or are likely to have a material negative impact upon the SaaS Services. Customer will be notified via email or, for some products, by screen notifications. In the event that the scheduled maintenance downtime window needs to be significantly exceeded or altered, MeteoGroup will notify Customer as soon as possible prior to the planned update.

### **5.4 Limitation on scope of support services**

The following service exclusions apply:

- (i) The support services shall not include the diagnosis and rectification of any fault resulting from:
  - a. the improper use operation of the SaaS Services by the Customer;
  - b. the failure by the Customer to implement recommendations in respect of, or solutions to faults, previously advised by MeteoGroup;
  - c. loss or damage caused directly or indirectly by operator error or omission;
- (ii) The rectification of lost or corrupted data and/or configuration settings is not part of the support services.
- (iii) On-site support services are not included as a standard feature of MeteoGroup's support services.
- (iv) MeteoGroup may agree upon request by the Customer to provide support services notwithstanding that the fault results from any of the circumstances described under (i) above or to provide support to the Customer in circumstances which are otherwise not covered by the support services. MeteoGroup shall in such circumstances be entitled to levy additional charges at such rates and on such terms as the parties may agree from time to time.

### **5.5 The Customer's responsibilities**

In the context of the support services, the Customer shall:

- a. reasonably cooperate with MeteoGroup or its agent during any implementation activities, which cooperation is necessary to prevent MeteoGroup from performing improperly;

- b. take such steps as may be necessary to confirm the existence of errors and to ascertain the condition under which the errors may be duplicated;
- c. carry out such diagnostic routines as MeteoGroup may have recommended prior to requesting any support service and inform MeteoGroup of the results of its diagnostic tests;
- d. provide MeteoGroup with such information, facilities and assistance as MeteoGroup may reasonably require and procure such assistance from the Customer's other suppliers as MeteoGroup may reasonably require;
- e. co-operate with MeteoGroup and provide, promptly, any data or information, assistance and electronic remote access, as required for a proper execution of the support services. MeteoGroup shall not be responsible for any delay or failure to perform its obligations arising due to any delay, error, omission or act of Customer or its agents or suppliers or other contractors;
- f. designate primary and secondary contacts authorised to request the support services, as indicated on the Order Form and inform MeteoGroup promptly of any changes. Authorised use of the telephone and email helplines is limited to these designated contacts;
- g. appoint designated support contact personnel and substitute contact personnel who, after acceptance by MeteoGroup, shall be the only person(s) authorised to contact MeteoGroup's Customer Services. MeteoGroup shall only be entitled to reject appointment of a contact person on reasonable grounds. MeteoGroup shall not be bound to act on instructions of any Customer representative other than appointed contact personnel.

On an ongoing basis, the Customer shall:

- i. maintain backup procedures or alternative means to facilitate reconstruction of any lost or altered files, data or programs to the extent it deems necessary;
- ii. keep records of usage and performance if requested by MeteoGroup, in a mutually agreed format;
- iii. provide MeteoGroup with access to, and use of, such of the Customer's information and facilities reasonably necessary to provide the support services;

Customer will not do any of the following:

- 1) Sell, resell, or lease, the MeteoGroup SaaS Services to a third party (or perform activities similar thereto);
- 2) Attempt to reverse engineer, decompile, copy, reproduce, or replicate the MeteoGroup SaaS Services or any component (including, any algorithms), or knowingly permit any of the foregoing;
- 3) Attempt to create a substitute or similar service through use of, by accessing, or by referencing, the MeteoGroup SaaS Services,
- 4) Use the MeteoGroup SaaS Services for any illegal activities or fail to comply with any applicable laws;
- 5) Use the MeteoGroup SaaS Services to store or transfer any Customer data that is controlled for export under Export Control Laws, or;
- 6) Use a "sandbox" version of a MeteoGroup SaaS Service for any purpose other than testing and development.

## 5.6 Support services description

Place and times of support services

- a. Support Services shall take place by means of remote support. For this purpose, the Customer shall provide the required facilities as specified by MeteoGroup. The specification provided therefore by MeteoGroup shall comply with reasonable standards
- b. All Support Services work shall be performed on Workdays during Office Hours unless Customer has purchased additional services outside Office Hours.

Support service levels

MeteoGroup provides support services as part of the two tiers described in this subsection which are available for MeteoGroup's SaaS Services. The rendering of the relevant support service level is subject to the timely issuing (by Customer) and acceptance (by MeteoGroup) of a valid Order Form;

Customer may upgrade to the Premium Support at any time provided that Customer pays additional associated fees as indicated on the applicable Order Form. Such fees may be prorated if the upgrade is made any time during the then-current term. However, Customer may only downgrade from Premium support to Standard support at the time of renewal. To downgrade from the Premium support to Standard support, Customer must provide written notice to MeteoGroup at least sixty (60) days prior to the expiration of the then-current Term. Customer shall pay MeteoGroup's then-current fees for that level of support.

Features / Support Tier	Standard	Premium
Incident handling During Office Hours (5x9½)	Yes	Yes
Incident handling Outside Office Hours (7x24)	No	Yes
Phone support	No	Yes
<b>Target initial response time</b>		
P1 - Critical issues	90 minutes	30 minutes
P2 - Medium issues	8 business hours	2 business hours
P3 - Low issues	3 working days	1 working day
<b>Interim updates to resolution</b>		
P1 - Critical issues	3 hours	1 hour
P2 - Medium issues	8 hours	4 hours
<b>Support access</b>		
Language support (during business hours)	English	English (German, Dutch)

Dedicated Service Delivery Manager	No	Yes
Named individuals with access to support	2	10
<b>Support charges</b>		
Annual charge of list price	Included	21%

**Table 2: Support tier table for SaaS Services**

- i. **Incident handling via Phone support**  
Assistance by telephone during Office Hours in the event Incidents occur, as well as consultation by telephone on the use and functionality of the SaaS Services as part of a P3 – Low issue raised Incident.
- ii. **Target Initial response times**  
The target initial response times indicate the “Response time” that MeteoGroup wants to comply to in responding to an Incident Report. Actual Response time may be faster. The Response time is dependent on the tier purchased by the Customer.
- iii. **Interim Updates to resolution**  
The Interim Updates to Resolution is the information updates that MeteoGroup will provide to Customer about the status and progress of the Incident as reported by Customer. The Interim Updates to Resolution will be provided according to the table as shown in Table 2 and the support services tier purchased by the Customer. MeteoGroup can provide the status updates via email directly to the Customer, by phone.
- iv. **Language Support**  
The default support language is English. During Office hours on Workdays support in Dutch or German is available as well.
- v. **Dedicated Service Delivery Manager**  
A dedicated Service Delivery Manager is responsible as primary contact for support tickets that have been raised by the Customer. The Service Delivery Manager will have quarterly meetings with Customer to discuss support services progress.  
  
The Service Delivery Manager is only allocated to the Customer if the Customer subscribes to the ‘Premium’ support level.
- vi. **Named individuals with access to support**  
The maximum number of appointed Customer personnel who are entitled to raise Incidents on behalf of the Customer for purchased SaaS Services. Customer shall provide in writing the named individuals that will be the appointed as Customer personnel.
- vii. **Our support commitment**  
If a P1 Critical Issue is submitted during Office Hours, we will continue working on it outside of those hours until resolved, provided the resolution is within our

control. We will use our best commercially reasonable efforts to meet the response times and resolution targets set forth above.

viii. **Closing support cases**

Support engineers will only close cases when the issue is resolved, and with your confirmation, unless:

- Support has tried repeatedly to contact you, and you have not responded.
- A timescale has been agreed in advance for when the case can be closed if we have not heard from you.

## 6. Support for a Custom Developed Solution

### *(as delivered by MeteoGroup Professional Services)*

MeteoGroup shall provide support services in respect of a Custom Developed Solution as specified in the MeteoGroup Order Form and the MeteoGroup Professional Services Solution Schedule attached thereto. In addition, MeteoGroup's General Terms and Conditions as attached, or provided as a schedule, to the Business Services Agreement apply. Support services shall be rendered for the duration as specified in the Order Form and subject to the terms and conditions in this Support Services Schedule.

In the event of any conflict between the terms and conditions set out in this Support Service Schedule and MeteoGroup's General Terms and Conditions, the terms and conditions set out in this Support Service Schedule shall prevail.

As part of the support services, MeteoGroup shall provide an error correction service in respect of reproducible errors in the current release of the Custom Developed Solution in accordance with support services purchased by Customer.

### **6.1 Limitation on scope of support services**

The following service exclusions apply:

- (v) The support services shall not include the diagnosis and rectification of any fault resulting from:
  - the improper use operation of the Custom Developed Solution by the Customer;
  - the failure by the Customer to implement recommendations in respect of, or solutions to faults, previously advised by MeteoGroup;
  - loss or damage caused directly or indirectly by operator error or omission;
- (vi) The rectification of lost or corrupted data is not part of the support services.
- (vii) On-site support services are not included as a standard feature of MeteoGroup's support services.
- (viii) MeteoGroup may agree upon request by the Customer to provide support services notwithstanding that the fault results from any of the circumstances described under (i) above or to provide support to the Customer in circumstances which are otherwise not covered by the support services. MeteoGroup shall in such circumstances be entitled to levy additional charges at such rates and on such terms as the parties may agree from time to time.
- (ix) MeteoGroup bears no responsibility for the inability of a user to log into the service if there are technical problems with the Customer's or a 3rd party's authentication service, and will not consider this as downtime, even if the end user cannot log into the service.



- (x) MeteoGroup has no means of offering password management when the customer's own authentication service is used, and bears no responsibility for problems linked to authentication errors or forgotten passwords.
- (xi) If the Customer wishes to make changes to the configuration of communication between its own and the Integration Supplier's environments, MeteoGroup must be notified one month before the changes take effect. MeteoGroup will have the opportunity to invoice the Customer in accordance with the applicable hourly rate for the actual work carried out.
- (xii) MeteoGroup is not responsible for problems and downtime in a third party's application related to the service
- (xiii) Troubleshooting or rectification of faults lying outside the MeteoGroup's area of responsibility may be billed according to the applicable hourly rate. Examples of this type of fault in the Customer's environment may be, but are not limited to: changes have been made to the configuration in the authentication service which requires changes to the Custom Developed Solution, including certificate renewal.

## **6.2 The Customer's responsibilities**

In the context of the support services, the Customer shall:

- a. reasonably cooperate with MeteoGroup or its agent during any implementation activities, which cooperation is necessary to prevent MeteoGroup from performing improperly;
- b. take such steps as may be necessary to confirm the existence of errors and to ascertain the condition under which the errors may be duplicated;
- c. carry out such diagnostic routines as MeteoGroup may have recommended prior to requesting any support service and inform MeteoGroup of the results of its diagnostic tests;
- d. provide MeteoGroup with such information, facilities and assistance as MeteoGroup may reasonably require and procure such assistance from the Customer's other suppliers as MeteoGroup may reasonably require;
- e. co-operate with MeteoGroup and provide, promptly, any data or information, assistance and electronic remote access, as required for a proper execution of the support services. MeteoGroup shall not be responsible for any delay or failure to perform its obligations arising due to any delay, error, omission or act of Customer or its agents or suppliers or other contractors;
- f. designate primary and secondary contacts authorised to request the support services, as indicated on the Order Form and inform MeteoGroup promptly of any changes. Authorised use of the telephone and email helplines is limited to these designated contacts;
- g. appoint designated support contact personnel and substitute contact personnel who, after acceptance by MeteoGroup, shall be the only person(s) authorised to contact MeteoGroup's Customer Services. MeteoGroup shall only be entitled to reject appointment of a contact person on reasonable grounds. MeteoGroup shall not be

bound to act on instructions of any Customer representative other than appointed contact personnel.

On an ongoing basis, the Customer shall:

- i. maintain backup procedures or alternative means to facilitate reconstruction of any lost or altered files, data or programs to the extent it deems necessary;
- ii. keep records of usage and performance if requested by MeteoGroup, in a mutually agreed format;
- iii. provide internet VPN-based facilities to MeteoGroup's requirements for remote investigation of Software defects;
- iv. provide MeteoGroup with access to, and use of, such of the Customer's information and facilities reasonably necessary to provide the support services;
- v. provide access to the Custom Developed Solution (e.g. establish a data communication link for the purpose of remote diagnosis and remedy of the Custom Developed Solution);
- vi. use and maintain the Custom Developed Solution only in accordance with the Documentation, and the instructions or recommendations given by MeteoGroup;
- vii. ensure that the licenses authorising the Customer's use of the Custom Developed Solution are in effect throughout the support services term, and that the Custom Developed Solution is used only as permitted by the terms of the applicable licenses;
- viii. maintain backup procedures or alternative means to facilitate reconstruction of any lost or altered files, data or programs to the extent it deems necessary;
- ix. keep records of usage and performance if requested by MeteoGroup, in a mutually agreed format;
- x. provide internet VPN-based facilities to MeteoGroup's requirements for remote investigation of Software defects;
- xi. provide MeteoGroup with access to, and use of, such of the Customer's information and facilities reasonably necessary to provide the support services;
- xii. have the Custom Developed Solution operated only by adequately qualified, skilled and properly trained staff.

Customer will consult with MeteoGroup prior to Customer's initiative modifying any of the System's objects, such as but not limited to scripts, executables, configuration or data files not described in the user manual or indicated in the Documentation of the Custom Developed Solution as not to be touched by Customer, by replacing it with a newer version of the applicable object or replacing it with another object or putting it out of order. MeteoGroup will only perform such activity with specific written approval of Customer. MeteoGroup cannot be held liable for any consequences of Customer's failure to comply with the provisions of this item.

Customer will not do any of the following:

- 1) Sell, resell, or lease, the MeteoGroup Custom Developed Solution to a third party (or perform activities similar thereto);
- 2) Attempt to reverse engineer, decompile, copy, reproduce, or replicate the MeteoGroup Custom Developed Solution or any component (including, any algorithms), or knowingly permit any of the aforementioned;
- 3) Attempt to create a substitute or similar service through use of, by accessing, or by referencing, the MeteoGroup Custom Developed Solution;

- 4) Use the MeteoGroup Custom Developed Solution for any illegal activities or fail to comply with any applicable laws;
- 5) Use the MeteoGroup Custom Developed Solution to store or transfer any Customer data that is controlled for export under Export Control Laws, or;
- 6) Use a “sandbox” version of a MeteoGroup Custom Developed Solution for any purpose other than testing and development.

### 6.3 Support services description

Place and times of support services

- Support Services shall take place by means of remote support. For this purpose, the Customer shall provide the required facilities as specified by MeteoGroup. The specification provided therefore by MeteoGroup shall comply with reasonable standards;

#### Support service levels

Features / Support Tier	Premium
Incident handling During Office Hours (5x9½)	Yes
Incident handling Outside Office Hours (7x24)	Yes
Phone support	Yes
Target initial response time	
P1 - Critical issues	30 minutes
P2 - Medium issues	2 business hours
P3 - Low issues	1 working day
Interim updates to resolution	
P1 - Critical issues	1 hour
P2 - Medium issues	4 hours
Support access	
Language support (during business hours)	English (German, Dutch)
Dedicated Service Delivery Manager	Yes
Named individuals with access to support	10
Support charges	
Annual charge of development fees *	25%

**Table 3: Support tier table for customized solutions**

\* The support charges will be 25% of the development fees without the costs for other initial costs such as: requirements definition, testing, documentation and project management.

- i. **Incident handling via Phone support**  
Assistance by telephone during Office Hours in the event Incidents occur, as well as consultation by telephone on the use and functionality of the Custom Developed Solution as part of a P3 – Low issue raised Incident.
- ii. **Target Initial response times**  
The target initial response times indicate the “Response time” that MeteoGroup wants to comply to in responding to an Incident Report. Actual Response time may be faster.
- iii. **Interim Updates to resolution**  
The Interim Updates to Resolution are the information updates that MeteoGroup will provide to Customer about the status and progress of the Incident as reported by Customer. The Interim Updates to Resolution will be provided according to the table as shown in Table 3. MeteoGroup can provide the status updates via email directly to the Customer and/or by phone.
- iv. **Language Support**  
The default support language is English. During Office hours on Workdays support in Dutch or German is available as well.
- v. **Dedicated Service Delivery Manager**  
A dedicated Service Delivery Manager is responsible as primary contact for support tickets that have been raised by the Customer. The Service Delivery Manager will have quarterly meetings with Customer to discuss support services progress.
- vi. **Named individuals with access to support**  
The maximum number of appointed Customer personnel who are entitled to raise Incidents on behalf of the Customer for the Custom Developed Solution. Customer shall provide in writing the named individuals that will be the appointed as Customer personnel.
- vii. **Our support commitment**  
If a P1 Critical Issue is submitted we will continue working on it until resolved, provided the resolution is within our control. We will use our best commercially reasonable efforts to meet the response times and resolution targets set forth above.
- viii. **Closing support cases**  
Support engineers will only close cases when the issue is resolved, and with your confirmation, unless:
  - Support has tried repeatedly to contact you, and you have not responded.
  - A timescale has been agreed in advance for when the case can be closed if we have not heard from you.

## 7. Incident Severity Classification

Customer may place an Incident handling request to MeteoGroup in line with the Incident severity classification as defined below. MeteoGroup supports the following three (3) Severity categories:

- **Severity Level P1:**  
Critical priority Incident (severely affecting the System or SaaS Service)
- **Severity Level P2:**  
Medium priority Incident (somewhat affecting the System or SaaS Service)
- **Severity Level P3:**  
Low priority Incident (non-System or SaaS Service affecting)

The criteria to assign the right severity level are defined as follows:

**Severity Level P1 Incident.** Critical System or SaaS Service affecting Incidents causing severe outages or block important functions of the System or SaaS Service. These Incidents directly affect all System and/or SaaS Services provided to the Customer and its end users.

**Severity Level P2 Incident.** Medium System or SaaS Service affecting Incidents have medium impact on System or SaaS Service functions and features. Medium System and/or Service affecting Incidents can affect some, but not all, end users. Additional examples are significant performance degradation or issues that affect the user credentials. Severity Level P2 Incident Reports are treated only during Office Hours.

**Severity Level P3 Incident.** Low service affecting Incidents have a minor effect on the System or SaaS Service functions and features. They have minor impact on the System or SaaS Service to the Customer's customers. Support questions about technical issues; information requests on the System or SaaS Service that have not been covered as part of the product training will also be treated as a P3 incident. A Severity Level P3 Incident Report is treated only during Office Hours.

MeteoGroup will classify an Incident using the criteria above. The classification will be agreed with the Customer at the time of raising an Incident.

## 8. Support Services limitations

Support Services comprise and are limited to the following:

- a. remote fault diagnosis and where possible recommendations for correction subject to the limitations imposed by contractual restrictions of any Third Party, following the reporting of any System, Software, Equipment or SaaS Services problem by telephone or email by the Customer to MeteoGroup's customer support;
- b. MeteoGroup will determine what action, if any, it proposes to take, based, amongst other things, on the importance of the problem to the Customer, and the likely general benefit of any solution. In no event will MeteoGroup be under an absolute obligation to correct a problem reported by the Customer, and MeteoGroup reserves the right to abandon attempts at a fix where the costs are likely to be excessive or the general benefits to MeteoGroup's clients at large are likely to be low or negligible.
- c. Diagnosis and solution of operational problems will generally be carried out remotely. If it becomes necessary to carry out the support services onsite, such work will be chargeable at MeteoGroup's then prevailing daily rate, payable monthly in arrears in accordance with MeteoGroup's General Terms & Conditions.
- d. Telephone and/or email support on the routine use and operation of the Software;
- e. Telephone advice as to forthcoming new Releases of the Software and/or SaaS Services; and

MeteoGroup shall have no obligation to provide any support services outside of the scope of this Support Services Schedule.



## 9. Alteration and Extra Work

If MeteoGroup, at the Customer's request or with prior mutual consent, has carried out any work or produced any results that is/are beyond the substance or scope of the agreed support services, such work or results shall be paid for in accordance with:

- the hourly rates customarily charged therefore by MeteoGroup
- MeteoGroup's General Terms & Conditions.

The Customer accepts that the agreed or expected time of completion of the support services and the reciprocal responsibilities of the Customer and MeteoGroup may be affected by the work and results as referred to in this section.

Any results of such alterations and/or extra work shall not become part of the System, Software, SaaS Services and/or this Support Services Schedule unless explicitly agreed otherwise by MeteoGroup, but remain sole responsibility of Customer.

## 10. Customer Satisfaction

MeteoGroup Customer Service values and promotes customer satisfaction. We welcome customer feedback and upon closing a support case we randomly select cases to be surveyed. For that reason you might receive a request to fill in an online questionnaire. We would appreciate it if you would help ensure the quality of our service by completing a short, five-minute survey.

## 11. Support Services Disclaimers

- a. MeteoGroup will use its reasonable endeavours to perform the support services promptly but no warranty is given in respect of any times for response or performance by MeteoGroup and time will not be of the essence.
- b. MeteoGroup is not liable for delay arising from any industrial dispute or any cause outside its reasonable control and any agreed timescale will be subject to reasonable extension in the event of such delay.
- c. Provision of the support services does not imply any guarantee or representation that MeteoGroup will be able to assist the Customer in achieving any results from any Software, Equipment, System and/or SaaS Services which are not technically feasible. Subject to this, any services which are outside the scope of this Support Services Schedule will, at the MeteoGroup's request and at MeteoGroup's option, be provided at MeteoGroup's then current rates for such services and in accordance with MeteoGroup's General Terms & Conditions or as otherwise agreed between the parties.

- d. Provision of the support services does not imply any guarantee that MeteoGroup will be successful in correcting Software or SaaS Service malfunctions and MeteoGroup does not accept any liability in this connection.
- e. MeteoGroup reserves the right to refuse to provide the support services at any time without refunding any sums paid by the Customer:
  - if any attempt is made, other than by MeteoGroup, to remove any defects or deal with any errors in the Software; or
  - if any development, enhancement or variation of the Software is carried out other than by MeteoGroup; or
  - if the Customer has failed to pay a MeteoGroup invoice for which it is requesting support services; or
  - where, in the reasonable opinion of MeteoGroup, the Customer's System has ceased to be capable of running the Software successfully for any reason.

## Schedule 1 - Definitions

The following definitions shall apply to the Support Services Schedule:

Bug	means any defect, error or other failure of all or part of the Software or SaaS Services not conforming to, or performing in accordance with, the product description and/or Documentation
Change Requests	are modifications to the System in connection with: (i) features or functionalities not included in the scope of the System originally supplied and/or not licensed to Customer, or (ii) features or functionalities different from the System specifications, or (iii) new features to the System as requested by the Customer or (iv) enhancements or modifications of the System as requested by the Customer. Change Requests are not included in the Support Services and, therefore, they shall be handled as mutually agreed between the Customer and MeteoGroup in a case-by-case basis (including with regard to feasibility, the applicable response, work-around and resolution times and eventual additional costs).
Custom Developed Solutions	means the combination of Equipment, Software, SaaS Services and/or other related MeteoGroup and/or Third Party services that together comprise the overall solution specifically built for the Customer
Documentation	shall mean instruction manuals, user guides and other explanatory documentation supplied in printed or electronic format by MeteoGroup to Customer and applicable to the Services or the use of the Equipment or Software
Equipment	means any and all tangible hardware, and network equipment and any tangible asset included within the System provided by MeteoGroup in accordance with the specifications
Incident	Any error or fault inconsistent with specification that causes, or is likely to cause, an interruption to, or a reduction in, the effective operation of the System and/or the SaaS Services
Incident Report	All electronic information of an Incident as described in MeteoGroup's Incident management system as reported by the Customer and MeteoGroup.
Interim Updates to Resolution	providing the issuer of the Incident with an update of the status of the Incident. The update to resolution will start from the moment MeteoGroup receives an Incident Report in electronic form or by phone when phone support is part of the contract
Release	a modified version of the Software, SaaS Services, Custom Developed Solution or Third Party Software, as a result of which its functionality is improved, or expanded or its logical cohesion improved. Such modification is usually subject to an additional charge and/or license.
Office Hours	during MeteoGroup's office hours in The Netherlands (i.e., from 8:30 a.m to 6:00 p.m CEST) and for North American customer the office hours in Canada apply, which are from 8:30 a.m to 6:00 p.m EDT). Excluded are public holidays where Dutch holidays apply for English speaking customers and German public holidays apply for German speaking customers.

Order Form	The MeteoGroup Order Form which specifies the products and/or services, support levels and (license) term of the products and/or services ordered by the Customer.
Response Time	the time within which MeteoGroup will respond to the Incident, calculated from the moment MeteoGroup receives an Incident Report in electronic form or by phone. Actual response times might be faster.
Schedule	means the schedule(s) attached to this Order Form, which form part of this Order Form. In the event of any conflict between a provision in the Schedule and a provision in the main body of this Order Form, the Schedule will prevail.
SaaS Services	the by MeteoGroup hosted Equipment, operated Software and/or related services which are remotely accessible and put to use for the benefit of the Customer.
Software	means the computer programs in the machine-readable object code only, embedded or otherwise used in the System (including Third Party Software).
System	means the combination of the Equipment and the Software provided by MeteoGroup.
Third Party	shall mean a party other than MeteoGroup, any of its associated MeteoGroup affiliates or Customer
Third Party Software	shall mean any computer software not developed or owned by MeteoGroup and/or controlling, controlled or affiliated companies but supplied by MeteoGroup as part of the System
Workdays	business days in The Netherlands

## Schedule 2 - MeteoGroup Release Policy

The MeteoGroup Release Policy can be viewed or downloaded here:  
<http://www.meteogroup.com/releasepolicy>.

## Schedule 3 - MeteoGroup support contact details

Our Customer Support centres can be contacted by e-mail and telephone. Please find the details below.

E-mail: [customerservice@meteogroup.com](mailto:customerservice@meteogroup.com)

Telephone support in English:

Country	Telephone number	Remark
Belgium	+32 1698 1100	
Canada	+1 (289) 856-1003	
Denmark	+45 8988 2800	
France	+33 4136 80 700	
Germany	+49 3056 79 6333	German support available during office hours
Ireland	+353 6 56 71 5300	
Philippines	+63 2271 1200	
Poland	+48 2230 0 3100	
Singapore	+65 3163 8300	
Spain	+34 9190 17 600	
Switzerland	+41 71 588 07 00	German support available during office hours
The Netherlands	+31 3177 28 400	Dutch support available during office hours
United Kingdom	+44 2039 66 0300	
United States	+1 (289) 856-1003	