

## APPENDIX 4 TO THE REGULATIONS

### SERVICE CARE RULES

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#### DEFINITIONS

<b>RESPONSE TIME</b>	The maximum time counted from the moment of receipt of the Service Request by the Service Provider to the moment of confirmation of receipt of the Service Request. The Response Time runs only during Work Hours.
<b>RESOLUTION TIME</b>	The maximum time counted from the moment the Service Provider confirms the acceptance of the Service Request until the moment of removing the Defect or restoring the necessary efficiency of the Application. The Case Resolution Time runs only during Work Hours.
<b>WORK HOURS</b>	Hours from 9.00 am to 17.00 CET on Working Days.
<b>TEMPORARY SOLUTION</b>	A solution proposal presented by the Service Provider in a situation where during the Resolution Time it is not possible to solve the problem presented in the Guaranteed Service Request.
<b>PREMIUM SERVICE CARE</b>	- also referred to as <b>Salesbook Enterprise Premium</b> - A service consisting in the execution of Service Requests, including the guarantee of specific Response Times and Resolution Times for Guaranteed Service Requests. Premium Service Care is an additional paid Service. The Client may use Premium Service Care only through a designated Coordinator. Reports from another person may be omitted by the Service Provider.
<b>VIP SERVICE CARE</b>	- also referred to as <b>Salesbook Enterprise VIP x</b> (where "x" represents the number corresponding to the monthly support from a dedicated consultant, specified in man-hours) - The service includes Premium Service Care and a dedicated support package of a the Service Provider consultant assigned to the Client for a specified number of man-hours per month. The service is launched at the express request of the Client. The scope of the Service and its price are specified in the Price List.
<b>DEFECT</b>	Non-compliance of the Application with the Agreement or acceptance protocol; the warranty is limited to Defects only. Repair of Defects resulting from reasons attributable to the Client, in particular improper performance of the Agreement by him, constitutes Additional Work.



<b>MINOR REPORT</b>	Guaranteed Service Request regarding a Defect that negatively affects the functioning of a small (up to 1%) number of Users.
<b>CRITICAL REPORT</b>	Guaranteed Service Request for a Defect resulting in a complete stoppage of the Application.
<b>SERIOUS REPORT</b>	Guaranteed Service Request regarding a Defect that significantly affects the operation of the Application, but does not completely prevent its use.
<b>SERVICE REQUEST</b>	A notification made by the Coordinator indicating the existence of a Defect in the Application, registered and accepted for execution by the Service Provider during Work Hours.
<b>GUARANTEED SERVICE REQUEST</b>	Service Request covered by the guarantee of specific Response Times and Resolution Times of the Defect reported by the Client.
<b>ORDINARY REPORT</b>	Guaranteed Service Request for a Defect causing a problem not classified as critical or serious, affecting a large number (above 1%) of Users.

Capitalized terms not included in the table above should be interpreted in accordance with the definitions in the Regulations.

## 1. ITEM

- 1.1 This appendix governs the rights and obligations of the Parties arising from the Client's use of the additional, paid Premium Service Care and its extended version, i.e., VIP Service Care. All provisions concerning the Premium Service Care apply accordingly to the VIP Service Care, unless expressly stated otherwise in the content of this appendix.
- 1.2 The provision of Premium Service Care begins at the moment of purchasing this service.

## 2. GENERAL PROVISIONS

- 2.1. The Service Provider ensures readiness to provide Premium Service Care .
- 2.2. The Estimated Response Time and Termination Time run only during Work Hours of the Service Provider's employees.
- 2.3. Each Service Request may concern only one issue / problem / configuration change. The Service Request should include all necessary information. Failure to provide information necessary for the execution of the request may result in an extension of the Response Time, for which the Service Provider is not responsible.
- 2.4. After three failed attempts to contact the Client, the Service Provider is entitled to stop further attempts. Such a situation is tantamount to the Client's resignation from the Service Request.
- 2.5. The Client is obliged to respond substantively to correspondence addressed to him by the Service Provider within 48 consecutive hours from its transfer by the Service Provider. No substantive answer in the above-mentioned time means that the Service Request is considered outdated and closed as resolved in accordance with the Client's request.
- 2.6. The waiting time for the Client's response and the waiting time for information are not included in the Resolution Time.

## 3. PRINCIPLES OF USING PREMIUM SERVICE CARE

- 3.1. Service Requests should be submitted via:
  - a. a ticket system designated for this purpose by the Service Provider;
  - b. e-mail to the address indicated in the appropriate tab on the Service Provider's website with the note in the title of the message "Application as part of service care",
  - c. by phone using the hotline indicated in the appropriate tab on the Service Provider's website ;
  - d. by phone by contacting a supervisor appointed for the Client (applies to VIP Service Care).
- 3.2. Service Requests made in any other way may not be considered.
- 3.3. The Client is obliged to immediately confirm the telephone notification also via the appropriate form or e-mail.



- 3.4. Correct verification of the Client and obtaining the necessary information may extend the Response Time, for which the Service Provider is not responsible.
- 3.5. The Service Request should contain the following information:
  - a. contact details of the reporting person;
  - b. description of the event;
  - c. information about the part of the Application in which the Defect is presumed to occur;
  - d. the circumstances of the occurrence of the Defect;
  - e. other information that the Service Provider or the Client may consider necessary to remove the Defect or that will enable the Service Provider to remove the Defect (including access to the relevant elements of the Application or the Client's infrastructure).

None of the above mentioned information does not render the Service Request ineffective. However, an incomplete Guaranteed Service Request may extend the Resolution Time. In the case of a Critical Report, the Client is also obliged to make it by phone.

- 3.6. Acceptance of the Service Request will be each time confirmed in the form of an e-mail sent to the Client to the e-mail address indicated in the Service Request or in another manner accepted by the Service Provider.
- 3.7. Depending on the nature of the Defect, upon receipt of a Guaranteed Service Request, the Service Provider assigns one of the following categories to it: Critical Report , Serious Report, Ordinary Report or Minor Report. The Service Provider informs the Client about the assigned category in the confirmation of receipt of the Guaranteed Service Request. In the Service Request, the Client may propose the category of the request, while the final decision in this respect is made by the Service Provider.
- 3.8. The Service Provider guarantees the following Response Time and Resolution Time depending on the Defect category:

Guaranteed Service Request Category	Response time	Time of the Solution
Critical Report	4 man-hours	1 working day
Serious Report	1 working day	2 working days
Ordinary Report	1 working day	3 working days
Minor Report	2 working days	5 working days

- 3.9. If it is not possible to solve the problem presented in the Guaranteed Service Request during the Resolution Time, the Service Provider will inform the Client about it, specifying the time needed and, if possible, propose a Temporary Solution.

#### 4. COMPENSATION

- 4.1. The Client may submit a complaint regarding the provision of Premium Service Care in the manner specified in the Regulations.
- 4.2. In the event of the Service Provider's failure to comply with the obligations set out in point 3.8, resulting in the unavailability of the Application (complete stoppage of the Application), the Client may demand compensation in the amount specified below (discount) in the form of:
  - a. reduce the Service Provider's remuneration in the next Premium Service Period (in accordance with point 6.2) ; or
  - b. reduction of the Service Provider's remuneration for new Additional Works, which the Client may order at any time and obtain the benefit of the discount granted; or
  - c. reduction of the Service Provider's remuneration for other services provided by the Service Provider in accordance with the Regulations, which the Client may order at any time and obtain the benefit of the discount granted, after prior confirmation with the Service Provider of the possibility of using the discount for such services.
- 4.3. The discount is calculated individually for the Client based on the sum of the net fees paid by the Client for the Premium Service Care service for the month in which the Application was unavailable. If the Client pays the fee in advance for a period of more than 1 month of Premium Service Care, the rebate shall be calculated on the basis of the remuneration for one month of service provision, and the rebate will be charged to the Client from the next Premium Service Care Period, unless the Client decides to get a discount on newly ordered services in accordance with point 4.2. lit. b or c.



- 4.4. Compensation: (% of the monthly fee for Premium Service Care, based on the % of the Application's uptime in a given calendar month according to CET time).

Application uptime *	Discount
< 98.0%	-
< 97.4%	10%
< 96.2%	25%
< 95.0%	40%

\* - includes the time of unavailability of the application in a given calendar month counted from the expiry of the guaranteed Resolution Time.

- 4.5. The discount is granted at the Client's request submitted no later than 7 days after the justification for its granting occurred, while the Client who has been granted a discount may use it by reducing the Remuneration for newly ordered Services in accordance with point 4.2 lit. b and c. within 3 months of granting it.
- 4.6. Unused discount expires and is not payable in cash.

## 5. CLOSE OF SERVICE REQUEST

- 5.1. The Client receives information confirming the resolution of the Service Request. The Client may, within 5 consecutive days, submit additional comments to the Service Request, the implementation of which by the Service Provider, however, is not included in the Resolution Time.
- 5.2. No response from the Client within 5 days of providing information confirming the resolution of the Service Request will result in closing the Service Request.
- 5.3. After 10 days from providing information confirming the resolution of the Service Request, if the Client has not submitted any additional comments, the Service Request is closed without the possibility of re-opening it.

## 6. THE REMAINING

- 6.1. The amount of remuneration due to the Service Provider is specified in the Price List. The parties may agree on separate payment rules.
- 6.2. Premium Service Care is ordered for a period analogous to the ordered Subscription period (Service Care Period) and is subject to extension for subsequent periods on the same terms. The Client may resign from the Service from the next Service Care Period by informing the Service Provider about it in advance (at least in a documentary form, under pain of nullity).
- 6.3. The Parties may agree on a Service Care Period different from the one described in section 6.2 (in at least documented form, under pain of nullity).
- 6.4. The Service Provider's Remuneration for the provision of Services specified in this appendix is charged in advance on the first day of each Billing period, starting from the commencement of the provision of the given Service.
- 6.5. For selected license versions, maintaining the Premium Service Care service may be mandatory, and thus resignation from it will be possible only together with resignation from other Services, about which the Client will be informed (e.g. in the content of the Price List). In such a case, resignation from Premium Service Care may only take place under the conditions provided for in the Regulations for resignation from other Services.
- 6.6. Premium Service Care may be provided only during the term of the Agreement. Termination of the Agreement is tantamount to termination of Premium Service Care.