CSA Schedule 2 – Services

1. INTRODUCTION & BACKGROUND

1.1 This Schedule 2 describes the Services generally offered by Exerp to all Clients.

1.2 The Services to be provided by Exerp to Client under this Agreement will consist of the specific Base Package Features, the Optional Features and the Exerp Client Application, which the Parties have specified in an Order Form, as well as the hosting, support and maintenance services described in this Schedule.

1.3 The high level list of features in this Schedule are the features generally available to all Clients at the time the Parties conclude the Agreement. The list and specifications of the Services are continuously updated. For any updated list and Services description, Clients may view this on Confluence.

2. FEATURES

2.1 As defined in Front page and Order form.

3. HOSTING

3.1 As part of its Services, Exerp will provide hosting services and will monitor availability and performance of infrastructure, servers, databases and applications in order to being able to meet the agreed Service Levels. Further, Exerp provides backup and archiving as needed to restore data in case of disasters.

4. SUPPORT

4.1 Exerp provides support that will operate as 3rd level support. Client is obligated to manage 1st and 2nd level support and to designate trained and competent users that will be authorized to contact the Exerp help desk ("Designated Users").

4.2 All incidents will be managed according to the determination of severity, which will be in Exerp's discretion. The severity levels used by Exerp are defined in Schedule 3.

4.3 All severity 1 incidents must be reported to Exerp via telephone (to Exerp help desk) or by SMS.

4.4 Unless otherwise agreed, Exerp help desk is available during business hours on business days. For the purpose of this Schedule, Business Days shall mean Monday to Friday, excluding the days on which the relevant local support centre is closed, see list on Confluence https://clublead.atlassian.net/wiki/x/J4CIAQ and business hours mean normal business hours 9am – 5pm, Danish time or the time of the local support centre, as applicable.

4.5 Details for the process of reporting tickets and use of Exerp help desk are available on Confluence, see https://clublead.atlassian.net/wiki/x/oYCdAQ.

5. MAINTENANCE

5.1 Maintenance services

5.1.1 The Exerp Platform consists of different software components which follow different release cycles. Exerp will provide releases, fixes and new versions ("Upgrades") continuously in accordance with this Schedule and in order to be able to comply with agreed Service Levels.

5.1.2 Client will receive all Exerp Upgrades as offered by Exerp. If agreed with Exerp, Client can delay the implementation of Upgrades, however, no longer than three months. If Client refuses to accept new Upgrades for more than three months or if Client has not accepted to upgrade to the latest two versions of the Exerp Platform, Exerp shall have no liability to provide support and maintenance and relevant Service Levels will not apply.

5.1.3 If Exerp provides Upgrades that are needed in order for Exerp to comply with the Service Level Agreement, Client must accept and implement these Upgrades without delay. If Client does not accept and implement the Upgrades, then Exerp's obligations under Schedule 2 will not apply to the affected Services.

5.1.4 Any Upgrades that do not require a maintenance window will be conducted in Exerp's discretion.

5.1.5 Exerp is entitled to provide necessary Upgrades with no advance notice, in case of emergencies or Force Majeure Events. Exerp will provide longest possible notice and will notify Client about the Upgrade as soon as possible.

5.2 Scheduled Upgrades

5.2.1 Any Upgrades requiring a maintenance window will be planned in advance by Exerp. Exerp shall use reasonable endeavours to complete any scheduled maintenance work and release of Upgrades outside the normal business hours of the relevant Club. Where a Club has 24 hour business hours, Exerp shall use reasonable endeavours to complete any scheduled maintenance work between the hours of 22:00 and 05:00 at the Club's local time. Where possible, Exerp will provide advance notices to Client about planned maintenance windows.