



# SMA NEOCHECK

## Support and Maintenance Agreement

This guide will help your team to understand the limitations and rights applied to your contracted support service

Madrid, February 24<sup>th</sup>, 2018

## *Disclaimer*

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## 1. Introduction

The purpose of this Support and Maintenance Agreement (SMA) is to define the scope of the Support and Maintenance Service to be provided by NeoCheck to the Licensee. It is intended to define, in detail, the quality and standard minimum level of service to be provided for the Licensed Software. Where appropriate, it also defines the responsibilities of the Licensee. NeoCheck online Incident Management System (IMS) and procedures may be found in the incident website.

### 1.1. General

No changes to the SMA may be made unless agreed by both Parties in writing.

Such changes are subject to 10 Business Days' notice unless agreed otherwise by both Parties.

Support & Maintenance Services for the first six months are included by default with the Software License and shall commence upon the date of acceptance of the solution or on the first day of operational use (whichever comes first), unless the Licensee has served notice to terminate the provision of support services in accordance with the terms of the Agreement.

Support & Maintenance Service for subsequent time of support shall commence and be charged after six months of acceptance of the solution or after the first day of operational use (whichever comes first).

The parties shall review the Support and Maintenance element upon the expiry date of the agreement and shall agree if required on renewal of the service contract.

All services and policies described in this document are NeoCheck's standard services and policies for Support and Maintenance. It is possible that as part of the contract different services and policies have been agreed upon. In these cases the services and policies in the contract (and/or its supplements) shall take precedence over the services and policies described in this document.

In those situations where this Support and Maintenance Agreement does not provide ample provisions and/or regulations, refer to the terms regulations set out in the governing contract or Software License Agreement accompanying this Support and Maintenance Agreement.

## 2. Support Service Description

This chapter provides the general information on the support services offered by NeoCheck to its clients and partners. It will provide a description of the service, definitions of the distinguished support levels and areas of support.

## 2.1. Maintenance Definitions

NeoCheck distinguishes 4 categories of maintenance: corrective, preventive, adaptive and perfective maintenance.

### 2.1.1 Corrective Maintenance

Corrective maintenance covers Support and Maintenance Services to the application in order to correct production interfering or production blocking deficiencies. This category of maintenance is reactive.

Corrective Maintenance for First & Second level of Support is provided through NeoCheck's local service & support partner while Third Level support is provided via NeoCheck's Support Team and the online IMS.

### 2.1.2 Preventive Maintenance

Preventive maintenance covers Support and Maintenance Services to inspect, test, and reconditioning the application at regular intervals according to specific instructions, intended to prevent failures in service or to retard deterioration. This maintenance format can be provided by NeoCheck, but can only take place based on invoices or job order costing. The process is handled through a 'Request for Service Form', which can be obtained from the NeoCheck online IMS.

### 2.1.3 Adaptive Maintenance

Adaptive Maintenance covers Support and Maintenance Services to the application in order to add additional (new) functionality to one of our modules, services, application or platform. This maintenance format can be provided by NeoCheck, but can only take place based on invoices or job order costing. The process is handled through a 'Change Request Form', which can be obtained from the NeoCheck online IMS.

### 2.1.4 Perfective Maintenance

Perfective Maintenance covers Support and Maintenance Services that are not intended to change the functional capabilities of the Software, but to improve the performance of specific aspects of the software. NeoCheck may be contracted to perform Perfective Maintenance tasks based on invoices or job order costing. The process is handled through a 'Request for Service Form', which can be obtained from the NeoCheck online IMS.

All maintenance activities performed by NeoCheck covered by this agreement relate to 'Corrective' maintenance only.



In case the Licensee or one of its representatives unjustly characterizes a maintenance and/or support request as 'Corrective' (or provides inaccurate, incomplete or otherwise misleading information that would cause NeoCheck support engineers to unjustly categorize a maintenance and/or support request 'Corrective'), NeoCheck will invoice the Licensee for all allocated hours (at applicable rates) and involved travel expenses on the basis of job order costing.

## 2.2 Service Description Overview

- NeoCheck shall provide corrective maintenance support to the Licensee for the Licensed Software for the entire period of time the support & maintenance contract was acquired by the Licensee;
- NeoCheck shall ensure that the Licensed Software is maintained in accordance with this Schedule;
- NeoCheck shall assist the Licensee in any diagnosis of problems with the Licensed Software in order to identify any faulty component and determine responsibility for problem resolution.

## 2.3 Support Levels

### 2.3.1 First Level Support

Assistance typically provided by designated Customer Personnel who have successfully completed at least the designated operator (user) & support (service & support) training from NeoCheck. First Level support personnel will document the support request/incident, gather pertinent information, attempt first call resolution and, if necessary escalate the request to the second level support personnel.

Issues that are considered to be covered by the first level support category:

- Providing assistance with user problems that could not be solved by referring to the user manuals, or were not covered during operators training;
- Resolution or explanation of software related/generated error messages;
- Guidance with procedural and system capability questions of the standard functionality of the software;
- Assistance with the identification of steps that need to be undertaken by the customer to correct minor production problems and restore standard functionality;
- Liaising with third party support departments for non NeoCheck products/hardware if applicable.

### 2.3.2 Second Level Support

Assistance typically provided by a representative of a NeoCheck Partner familiar with client specific configuration and nonstandard product components. Second Level Support Personnel needs to have successfully completed operator, support and administration training from NeoCheck.



Second Level Support will initially be provided remotely through e-mail, fax, telephone or dial in if available, but could be on location if deemed necessary. If required, the support request/incident can be escalated to third level support personnel.

Issues that are considered to be covered by the second level support category:

- Identification and resolution of issues with client specific functionality or interfaces;
- Providing assistance with the implementation or installation of client specific functionality and/or interfaces;
- Resolution or explanation of client specific software related/generated error messages;
- Guidance with procedural and system capability questions of the client specific functionality of the software;
- Remote Assistance with the (re-)installation of (new) software releases, upgrades or additional workstations;
- Assistance with the installations or configuration of third party software according to NeoCheck approved installation guidelines.

### 2.3.3 Third Level Support

Assistance provided by highly specialized NeoCheck software engineers that have direct access to development. Issues that are beyond the scope of the help desk, or found to be related to software defects are normally escalated to this group of highly skilled engineers.

Issues that are considered to be covered by the third level support category:

- Identifying and resolving software deficiencies in both standard and client specific software components;
- Programming database files and scripts required to restore functionality of interfaces with third party software or hardware.
- Any other issues that the Second Level Support cannot deal with.

## 2.4 Support Scope

### 2.4.1 Who is supported

NeoCheck customers who have purchased a Support and Maintenance Agreement and have signed and agreed to the Software License Agreement are entitled to services and support provided by the NeoCheck Support Team (ST) outlined below.



## 2.4.2 What is supported

ST support is defined below by addressing the following areas:

### *Application support*

This shall include:

- Analysis and correction of errors and problems (remotely via telephone) with the Licensed Software that result in the Licensed Software failing to operate in accordance with the Software Specifications and reported in writing by the Licensee;
- The facility to recreate and resolve problems with the Licensed Software;
- Costing of modifications or other changes to the Licensed Software as requested by the Licensee; General telephone based advice and guidance on the Licensed Software.

### *Platform support*

This shall include:

- Analysis and correction of errors and problems (remotely via telephone) with the Platform that result in the Licensed Software failing to operate in accordance with the Software Specifications and reported in writing by the Licensee;
- The facility to recreate and resolve problems with the Platform;
- Costing of modifications or other changes to the Platform as requested by the Licensee.

### *Interface support*

This shall include:

- Analysis and correction of errors and problems (remotely via telephone) with Interfaces that have been written within the Licensed Software or as a separate entity in order to send or receive data between the Licensed Software and any external or internal agency or system;
- The facility to recreate and resolve problems with the Platform;
- Costing of modifications or other changes to the Platform as requested by the Licensee.

### *Hardware support*

This shall include only for hardware manufactured/provided by NeoCheck:

- Analysis and (where possible) correction of errors and problems with hardware manufactured/provided by NeoCheck that result in the Licensed Software failing to operate in accordance with the Software Specifications and reported in writing by the Licensee.
- Regular wear and tear of hardware and/or Damaged hardware due to improper use is not covered by this Support & Maintenance Agreement. Reparation or replacements of these components are at customer expense, only;
- Liaising with hardware manufacturer where required in order to report findings from aforementioned problem analysis;
- Testing of any repaired hardware by NeoCheck or manufacturer (where NeoCheck acted as liaison).

Third Party Hardware support shall only be provided on hardware and hardware components for as long as the hardware manufacturer supports their product or its hardware components.

#### 2.4.3 Support for older versions of software

NeoCheck ST will provide support during the complete term of this Support & Maintenance Agreement on versions of the NeoCheck software products that were in use by the Customer after written acceptance of the project or have been provided since.

In case of an extension or renegotiation of an existing Support & Maintenance Agreement, the new SMA shall only be based on NeoCheck versions considered to be part of the latest released Major Release Version and it's preceding Major Release version (e.g. if the latest Major Release is Version 5, a new SMA can only be based on Version 4.x and 5.x. In this example Versions 3 or earlier will no longer be supported under a new or extended Maintenance Agreement).

NeoCheck will provide support for older software in line with market conditions and support of, and fixes for, older versions of software are done at the discretion of NeoCheck.

#### 2.4.4 Chargeable Support

For customers not covered under a NeoCheck Support and Maintenance Agreement and for support requests not covered by the Support and Maintenance Agreement, Time & Materials chargeable support will be offered through the use of Invoiced Change Proposals. The scheduling of Time & Materials work to be performed is dependent on availability of NeoCheck resources and existing support workload.

NeoCheck shall use all reasonable endeavors to provide:

- Subject to the paragraph below, reliable and competent persons to be available for the Licensee's use upon 30 days' notice. This notice to be given in writing to the appointed Company's representative;
- Written quotations for any such work, to be agreed with the Licensee, prior to the commencement of the work, which will be based on standard pricing per day, subject to normal price increases and payment of expenses for daily work.

## 2.5 Support Hours

The NeoCheck ST can be contacted during Business days by telephone (+34 646140682) from 9:00 until 18:00 hours, Central European Time (GMT +01:00), or can be reached after hours by email (support@neocheck.com) or facsimile. The resolution process for support requests coming in after hours will commence first thing next business morning.



The standard NeoCheck ST will not be available during Spanish national holidays. The following Spanish national holidays are observed:

- Jan 1st New Year's Day
- Jan 6th Three Kings Day
- Mar 19th Father's Day
- Variable Good Friday
- Variable Easter Sunday
- May 1st Labor Day
- Jun 24th St. John's Day Variable (mid of June) Corpus Christi
- Jun 29th St. Peter & St. Paul
- Jul 25th St. James, patron saint of Spain
- Aug 15th Assumption
- Oct 12th Columbus Day
- Nov 1st All Saints Day
- Dec 6th Constitution Day
- Dec 8th Immaculate Conception
- Dec 25th Christmas Day

*Figure 1 – Holidays in Spain*

#### 2.5.1 Additional Support

24x7 support is available by special arrangement but is not part of the standard offering by NeoCheck.

## 3 Priority Levels

All incidents created by the NeoCheck ST will be assigned a priority level. Priority level guidelines specify the maximum amount of time in which the incident is expected to be resolved.

### 3.1 Priority Levels and Maximum Resolution Times

The priority level for each support request is determined by NeoCheck ST engineers based on the following guidelines. The NeoCheck ST will be responsible for making the final decision regarding priority level based on the information collected from the customer.

Priority Level	Description	Examples*	Maximum Resolution Time
Blocking	<b>System Down</b> Structural disturbance, which makes the usage of key program functionalities of the Licensed Software impossible. Immediate reaction and solution is necessary.	<ul style="list-style-type: none"> <li>• Entire system failure</li> <li>• Server crash</li> <li>• Major disruption of critical system components.</li> </ul>	1 business day**
High	<b>Severe System Disruption</b> Incidental or structural disturbance which partially influences or limits the usage of the Licensed Software. Complete functionality is not working, but the process can continue. Important and mission critical systems are still available. A fast solution is necessary.	<ul style="list-style-type: none"> <li>• Interface failure or major disruption</li> <li>• Loss of enrollment/personalization</li> <li>• Failure of over 50% of workstations</li> <li>• Incidental lockup of system</li> </ul>	5 business days
Medium	<b>Single Function Failure</b> Incidental or structural disturbance which partly influences or limits the usage of the Licensed Software. In long-term the disturbance can lead to a larger disturbance. A timely solution is necessary.	<ul style="list-style-type: none"> <li>• Single or less than 50% of workstations down</li> <li>• Reports problem</li> <li>• Failure of non mission critical functionality/processes</li> </ul>	20 business days
Low	<b>Customization / Programing</b> Minor disturbance with no impact to main functionality of the Licensed Software.	<ul style="list-style-type: none"> <li>• Translation errors</li> <li>• Screen Lay out issues</li> <li>• Dead or crossed links (help-files, etc.)</li> </ul>	Upon delivery of next NeoCheck application release.

Figure 2 – Priority levels

\* Please note that the descriptions and examples above are not intended to absolutely define the criteria by which assignments are made rather, the above is meant to serve as an example for informational purposes only. The priority assigned to any incident is determined by, and at the sole discretion of, the NeoCheck ST.

\*\* “Business days” are defined as Monday to Friday 09:00h – 18:00h (central European time), with the exclusion of all Spanish national holidays defined in paragraph 2.5”.

The preceding information applies to all standard Support & Maintenance Agreements, unless contracted otherwise in a separate supplemental Service Agreement or contract.

## 3.2 Suspensions of resolution times

Issues causing a suspension of resolution time may include:

- Failure by the customer to implement maintenance releases or bug fixes provided for the solution of current or preceding Incidents;
- Tasks requiring additional information from a service agent or customer including copies of databases, reports or logs;
- Implementation of changes that require remaining in a monitoring state for an extended period before confirmation of resolution;
- Programing or consultation issues that require scheduling of resources not normally available in the ST;

Response and Resolution Time adherence is measured using the above published targets. The resolution time targets shown above for each priority are what we perceive as the maximum time expected to find resolution to a specific case.

In case the Licensee or one of its representatives unjustly characterizes the priority of a support request (or provides inaccurate, incomplete or otherwise misleading information that would cause NeoCheck ST engineers to unjustly categorize the priority of a support request), NeoCheck will invoice the Licensee for all allocated hours (at applicable rates) on the basis of job order costing.

## 3.3 Force Majeure

NeoCheck reserves the right to alleviate from the projected resolution times specified in paragraph 3.1 and/or any other clause in this Support & Maintenance Agreement resulting from causes beyond its reasonable control. These may include, but are not limited to: fires, strikes (of its own or other employees), war (or preparation/threat thereof), terrorist act (or preparation/threat thereof), accidents, medical emergencies, delays in transportation, inability to obtain supplies and raw materials, requirements or regulations or recommendations of any civil or military authority.

# 4 Customer Responsibilities

The customer shall follow certain guidelines to take full advantage of NeoCheck software applications and services. In this chapter these guidelines are detailed.

## 4.1 Guidelines

The customer shall:

- Designate one or several contact persons for each NeoCheck product responsible for maintaining the system including such duties as: initial contact for trouble-shooting user



issues, point of contact for NeoCheck ST personnel, maintain hardware and software libraries, and who is knowledgeable regarding the installed applications and system configuration.

Depending on the level of support required, these persons should meet the following requirements:

Support level	Prerequisites designated contact person
First Level Support	<ul style="list-style-type: none"> <li>▪ Basic computer skills</li> <li>▪ Successful completion of following NeoChecktrainings:               <ul style="list-style-type: none"> <li>○ User Training</li> <li>○ Support Training</li> </ul> </li> </ul>
Second Level Support	<ul style="list-style-type: none"> <li>▪ Good computer skills</li> <li>▪ Knowledge of connected hardware</li> <li>▪ Successful completion of following NeoChecktrainings:               <ul style="list-style-type: none"> <li>○ User Training</li> <li>○ Support Training</li> <li>○ Administrator Training</li> <li>○ System Installation, Upgrade &amp; Maintenance Training</li> </ul> </li> </ul>
Third Level Support	<ul style="list-style-type: none"> <li>▪ Good computer skills</li> <li>▪ Basic network &amp; database skills</li> <li>▪ Knowledge of connected hardware &amp; interfaced systems</li> <li>▪ Successful completion of following NeoChecktrainings:               <ul style="list-style-type: none"> <li>○ User Training</li> <li>○ Support Training</li> <li>○ Administrator Training</li> <li>○ System Installation, Upgrade &amp; Maintenance Training</li> </ul> </li> </ul>

*Figure 3 – Support levels*

- Perform regularly scheduled system and database backups and have those backups available at any time;
- If remote access support is applicable, the customer is responsible for providing a working internet connection. Any software required to remotely support the site and its administration and configuration are the responsibility of the customer. Only NeoCheck approved and supported connection methods/software shall be used. (Contact the NeoCheck ST for details regarding approved and supported connection methods/software);
- Maintain a working dedicated phone line and telephone set near NeoCheck systems in order to facilitate the support process;
- Maintain access to all required software including operating system installation media, specific driver files (NeoCheck does not cover the replacement cost of this software and cannot guarantee replacement availability) as well as any applicable license or software key codes;
- Maintain appropriate disaster recovery software, backups, boot disks, etc.;

- Assist with the resolution of all problems. The customer may need to dedicate some time to assist the NeoCheck ST representative in resolving problems/questions;
- When asking for assistance from the NeoCheck ST, be prepared to provide all information needed and answer questions as needed. Accurate documentation of any error messages or system notices will help expedite resolution;
- Plan and schedule ahead of time ALL services not covered under each support contract;
- Perform acceptance tests and install (unless NeoCheck is contractual obliged to do so) any new minor and maintenance releases for the Licensed Software or Platform. Failure to install releases may lead to termination or suspension of support services;
- Perform acceptance tests and install (unless NeoCheck is contractual obliged to do so) any approved changes to the Licensed Software or Platform. Failure to install releases may lead to termination or suspension of support services;
- Supply NeoCheck with reasonable means to test any releases or software upgrades (i.e. on-site test environment or an up-to-date shadow system at NeoCheck ST facility);
- Supply NeoCheck in advance any information regarding changes to hardware – and/or software configuration that could have an effect on the stability and operability of the Licensed Software;
- Be prepared to provide authorization for any maintenance activities in writing;
- Assist where necessary, should any complications on location arise during maintenance activities.

Note that NeoCheck ST personnel will not perform any non-covered or chargeable support without being previously scheduled and contracted via a signed Change Proposal.

## 5 NeoCheck Responsibilities

NeoCheck shall be responsible for keeping knowledge levels and support resources on an acceptable level.

### 5.1 NeoCheck Responsibilities

NeoCheck shall be responsible for:

- Response after receipt of a support inquiry;
- Management of all sources, scripts and documentation. All old versions of the applications will be stored by NeoCheck;
- Keeping record of all Support Incidents and corresponding resolutions;
- Providing Progress reports to the customer on a semiannual basis;
- Keeping technical and functional expertise concerning the Licensed Software of at least 2 members of the ST up to date.



## 6 Service Level Measurement

Performance Measurement and Service Level Measurement are essential to providing superior levels of service. The NeoCheck ST can provide periodic reports to the Licensee to provide insight in the achieved Performance and Service Level by the NeoCheck ST.

### 6.1 Service Level Measurement Reports

To communicate Service Level and Performance achievements by the NeoCheck ST, NeoCheck can provide the Licensee with a periodic Service Level Measurement report. This report is intended to provide the Licensee with insight in the NeoCheck ST performance with regard to various performance indicators in a predefined period. To enhance readability and provide a clear overview the achieved performance is presented where possible using tables, graphs and diagrams.

In addition, NeoCheck shall include each performance indicator section with an analysis of the presented numbers and, where applicable, make recommendations based on the outcome.

For detailed information regarding any incidents reported and/or closed during the reporting period, detailed Incident reports can be included as attachments.

### 6.2 Reporting Frequency

In general Service Level Measurement Reports are provided on a semi-annual basis. The report shall be provided to the Licensee no later than one month after the conclusion of the reporting period.

In case the Licensee requires additional or interim Service Level Measurement reports, they can be requested at additional costs.

### 6.3 Tailored Reports

If desired by the licensee, Service Level Measurement reports can be tailored to the Licensees needs in respect to lay-out and/or inclusion of additional performance indicators. Tailored reports will only be provided at additional cost to the Licensee.

## 7 NeoCheck Lifecycle Policy for Software Releases

The NeoCheck Lifecycle Policy provides specific guidelines and time frames for Support and Maintenance and Product End-of-Life (EOL). The policy is designed to provide customers and partners with predictable and flexible rules for planning purposes. The policy provides defined support time frames and extension options which allow customers to operate under a supported version of





NeoCheck products for multiple years and to plan upgrade paths. The NeoCheck Lifecycle Policy applies to the Licensed Software.

The NeoCheck Lifecycle Policy is as follows:

1. The Product Lifecycle is classified in 2 parts:
  - i. Active Support Lifecycle time frame: The initial 2 years (24 months), beginning on the date of General Availability (GA) of a minor release, and expiring on the last day of the 24th month. Active Lifecycle support is included in the normal NeoCheck Support and Maintenance offerings, and is as follows characterized:
    - a. Source Code: Under Active Development;
    - b. Minor Releases: Goal is to fix all known customer issues;
    - c. Maintenance Releases: Goal is to fix all issues.
  - ii. Extended Support Lifecycle time frame: The 1 year (12 months), immediately after the Active Support Lifecycle time frame expires. Extended Lifecycle Support can be made available on a case by case basis and is as follows characterized:
    - a. Source Code: Not under Active Development;
    - b. Minor Releases: NeoCheck will use all reasonable endeavors to solve all customer issues;
    - c. Maintenance Releases: This implies solving issues with the priority level: blocking.
2. The NeoCheck Lifecycle time frame as covered by the Active Lifecycle (2 years) and Extended Lifecycle (1 year) will be 3 years (36 months).
3. The above Active Support Lifecycle and Extended Support Lifecycle time frames apply to:
  - a. All minor and maintenance releases that are released under the same major release, and
  - b. Do not restart each time there is a new maintenance release.
4. Customers with support needs beyond the Extended Support Lifecycle time frame need to contact the NeoCheck account manager.
5. When vendors of platform, hardware and operating system announce the End-of-Life (EOL) of older releases of their products, customers may find that specific components within their environmental stack are no longer supported by one or more of the original manufacturers. In such a situation NeoCheck reserves the right to limit or terminate Active Support Lifecycle or Extended Support Lifecycle support.
6. The stability of a release is to be extremely important. In some cases, fixing a bug requires extensive or risky changes to the code of fixing the code, and the risk of fixing the bug in an older version outweighs the benefit, or the proper fix depends on features not available in the applicable version. In these cases, NeoCheck will fix the bug in a later version in order to avoid destabilizing releases.



## 8 NeoCheck Products Release Management

### 8.1 NeoCheck Product Releases

NeoCheck release management defines three types of product releases:

#### 8.1.1 Major Release

A major release contains major feature enhancements, compared to the previous major release of the product. A major release can be identified by a version number similar to A.0, where A is a unique major release identifier (e.g. version 4.0 would identify the major release for a 'Release 4' product);

#### 8.1.2 Minor Release

A minor release is a successor of either a major release or a minor release. It contains minor feature enhancements, compared to its predecessor product release. A minor release can be identified by a version number similar to A.B, where A is the major release identifier and B is a unique minor release identifier (e.g. version 4.2 would identify the second minor release to a 'Release 4' product);

#### 8.1.3 Maintenance release

A maintenance release of a NeoCheck product is a successor of a major or minor release, or of another maintenance release. It contains fixes of deficiencies in its predecessor. It does not contain any functional changes or feature enhancements. Maintenance releases are full releases of the product, i.e. they contain the complete product, as opposed to requiring the predecessor(s) releases for installation.

A maintenance release can be identified by a version number similar to A.B.C, where A is the major release identifier, B is a unique minor release identifier, and C is the unique maintenance release identifier. (e.g. version 4.1.3 would identify the third maintenance release for version 4.1)

For a major or minor release, the latest maintenance release of it is considered the current release. The numbering and relationship between the three release types is illustrated in the figure below:

### 8.2 Release Support Policy

Each major or minor release is supported as standard for a period of one year. This means that if any customer finds a serious deficiency in a supported release, it will be fixed in a maintenance release. The NeoCheck Product Team decides what constitutes a serious deficiency.

If a customer wants to continue to be supported after the support period of the product expires, the Product Team may require the customer to upgrade to a next release. The Product Team schedules the delivery of maintenance releases, considering the urgency and needs of the various customers and partners.

### 8.3 Release Frequency

NeoCheck IMS to schedule a Major Release approximately once every year. Minor releases are scheduled approximately every three months.

### 8.4 Upgrade Policy

Unless specified differently in a separate contract with the customer, the following upgrade policy applies.

#### 8.4.1 Major Upgrades

Major releases are not part of the Support and Maintenance Agreement and therefore need to be purchased separately. If the customer chooses to upgrade to a new major release, the standard support service provided shall only consist of the delivery of the installation medium (CD/DVD) and any applicable (remote) support on the installation and configuration process of standard functionality and components. If as part of the upgrade support regarding the installation, configuration or migration of client specific components or functionality (either introduced upon initial installation or introduced based on Change Requests) is required, this is considered to be additional, chargeable work.

In all situations, where the client requests NeoCheck personnel or local representatives to provide onsite support on the upgrade process, time and travel expenses shall be chargeable to the client.

#### 8.4.2 Minor Upgrades

NeoCheck shall make available to the customer a maximum of 1 (one) new minor release (in addition to any minor released provided for maintenance upgrades) per calendar year for upgrade purposes. This only includes the delivery of the installation medium (CD/DVD) and any applicable (remote) support on the installation and configuration process of standard functionality and components. If as part of the upgrade support regarding the installation, configuration or migration of client specific components or functionality (either introduced upon initial installation or introduced based on Change Requests) is required, this is considered to be additional, chargeable work.

In all situations, where the client requests NeoCheck personnel or local representatives to provide onsite support on the upgrade process, time and travel expenses shall be chargeable to the client.

#### 8.4.3 Maintenance Upgrades

NeoCheck shall make available to the customer all maintenance releases that are applicable to customer's system configuration for upgrade purposes. This only includes the delivery of the installation medium (CD/DVD) and any applicable (remote) support on the installation and configuration process of standard functionality and components. If as part of the upgrade support regarding the installation, configuration or migration of client specific components or functionality



(either introduced upon initial installation or introduced based on Change Requests) is required, this is considered to be additional, chargeable work.

In all situations, where the client requests NeoCheck personnel or local representatives to provide onsite support on the upgrade process, time and travel expenses shall be chargeable to the client.

NeoCheck reserves the right to make available a to the customer minor release instead of a maintenance release for maintenance upgrade purposes in the interest efficiency, to limit loss of time or prevent any future incompatibility issues.