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(d) In no event will SoftwareOne have any obligations under Sections 15(b) or (c) or any liability for any claim or action to the extent that the claim is caused by, or results from: (i) You exceeding any license limits, Your use of the Software in a manner not in accordance with the Documentation and this Agreement or You otherwise being in breach of this Agreement; (ii) save where expressly agreed by SoftwareOne in writing, Your combination or use of the Software with Your or any third party software, products or services; (iii) modification of the Software by anyone other than SoftwareOne; or (iv) Your continued allegedly infringing activity after being provided modified or replacement Software that would have avoided the alleged infringement or refusal to accept reasonable and/or standard third party license terms.

(e) Sections 15(b), (c) and (d) set forth Your sole and exclusive remedies and SoftwareOne's sole liability in the event of a claim brought against You alleging that the Software infringes upon the Intellectual Property Rights of a third party.

(f) In relation to any indemnity given under this Agreement, the indemnified Party shall: (i) use its reasonable endeavors to mitigate any claims, demands, costs, liabilities, losses, expenses, and damages (including reasonable attorney's fees) covered by the indemnity; (ii) notify the indemnifying Party promptly upon receipt of any notice, demand, letter or other document concerning any claim for which it is or may become entitled to indemnification under this Agreement; (iii) not make any admissions, nor attempt to settle or compromise any such claim without the indemnifying Party's prior written consent (such consent not to be unreasonably withheld or delayed); (iv) give the indemnifying Party the sole conduct of the defense of the claim; and (v) act in accordance with the reasonable instructions of the indemnifying Party and, at the



indemnifying Party's cost, give the indemnifying Party such assistance as the indemnifying Party shall reasonably require in relation to the claim.

## 16. **CONFIDENTIALITY.**

(a) The term "**Confidential Information**" means any and all information received or obtained in connection with the discussions leading up to or in relation to any aspect of the performance of this Agreement (whether orally, in writing, electronically or in any other manner or form) by a Party (the "**Recipient**") from the other Party (the "**Disclosing Party**") which is marked or notified to the Recipient as being confidential, together with any other information which, given the nature of the information, the circumstances of the disclosure or in the normal course of business would be considered to be of a confidential nature.

(b) Notwithstanding the foregoing, Confidential Information shall not include any information, which: (i) was in Recipient's lawful possession without a confidentiality obligation prior to the disclosure and was not obtained by Recipient either directly or indirectly from the Disclosing Party; or (ii) is or becomes publicly available through no fault of the Recipient; or (iii) is rightfully obtained from a third party, who has the right to transfer or disclose it on a non-confidential basis; or (iv) is independently developed by the Recipient without any reference to Confidential Information of the Disclosing Party, as evidenced by the records of the Recipient; or (v) is required to be disclosed pursuant to law or the order or requirement of any governmental or regulatory body (including any securities exchange) to which the Recipient is bound wherever situated. In such cases, the Recipient shall, to the extent that it is not prevented by such law or requirement: (a) limit disclosure to the extent strictly necessary and give as much notice as possible to the Disclosing Party; and (b) if requested, assist the Disclosing Party (at the Disclosing Party's cost), in seeking a protective order or other assurance with respect to maintaining the confidentiality of such Confidential Information.

(c) Each Party agrees: (i) to use the Confidential Information of the other Party only for the purposes described herein; (ii) not to reproduce the Confidential Information of the other Party and to hold in confidence and protect the Confidential Information of the other Party from dissemination to, or use by, any third party; (iii) not to create any derivative work of the Confidential Information of the other Party; (iv) to restrict access to the Confidential Information of the other Party to such of its personnel, agents or consultants who need to have access for the purposes of this Agreement, who have been advised of the confidential nature of such Confidential Information and who are bound by obligations of confidentiality no less protective of such Confidential Information than this Agreement (and, as respecting You, to such persons as are also Authorized Users hereunder, to the extent otherwise required hereby); and (v) to return, destroy or delete permanently all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

(d) Recipient will immediately, and at least within forty-eight (48) hours, notify Disclosing Party if Confidential Information of Disclosing Party is used or disclosed in breach of this Agreement.

17. **DATA PROTECTION.** Where You purchase a Software License and Support Services from SoftwareOne directly the Parties will process Personal Data in accordance with applicable privacy and data protection laws and regulations. You agree that SoftwareOne may engage its affiliates as another processor and subcontractor when contributing to the services. Within the scope of application of the GDPR (General Data Protection Regulation (EU) the following applies: to the extent that the use or implementation of SoftwareOne services involves the processing of Personal Data by SoftwareOne on Your behalf of and under Your instructions, the Parties agree that this Agreement shall incorporate the SoftwareOne Framework Data Processing Agreement ("**DPA**") available here: <https://www.softwareone.com/-/media/publishing-documents/swo-powerconnect-framework-dpa-customer-en.pdf> and the PowerConnect Data Processing Addendum available here: <https://www.softwareone.com/-/media/publishing-documents/swo-data-processing-addendum-powerconnect-en.pdf>.

18. **EXPORT REGULATION.** The Software and any Documentation may be subject to export control laws. You shall not, directly or indirectly, export, re-export or release the Software or any Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable laws, regulations and rules in the country or countries where You are licensed to use the Software, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software or Documentation available.

19. **US GOVERNMENT RIGHTS.** The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if You are the US Government or any contractor therefor, You shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with: (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense, as well as contractors thereto;

or (b) 48 C.F.R. §12.212, with respect to any other licensee(s) that reasonably constitute(s) a facet of the US Government thereunder, as well as contractors thereto.

## 20. **MISCELLANEOUS.**

(a) **SoftwareOne Contracting Party and Local Provisions.** The SoftwareOne entity that will be Your SoftwareOne Contracting Party with respect to this Agreement and any Local Provisions arising as a result of the Governing Law are set out in the Country Specific Provisions.

(b) **Governing Law and Courts of Jurisdiction.** This Agreement is governed by and construed in accordance with the Governing Law, without giving effect to conflict or choice of law principles. Each Party submits to the exclusive jurisdiction of the Courts of Jurisdiction in respect of any dispute or proceedings which may arise out of or in connection with this Agreement. Application of the United Nations Convention on Contracts for the International Sales of Goods (“CISG”) is expressly excluded. Notwithstanding the foregoing, the Parties agree that SoftwareOne may enforce its rights (both at law and in equity) under this Agreement, to enforce its Intellectual Property Rights and all claims in connection therewith in any court with jurisdiction worldwide. Each Party agrees that a final judgment in any action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) **Force Majeure.** Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement (other than payment obligations) to the extent that such delay or failure is a result of a Force Majeure Event. Each Party shall promptly notify the other Party of a Force Majeure Event or potential Force Majeure Event which could affect its ability to perform its obligations under this Agreement. Each Party shall use reasonable endeavors to mitigate the effects of the Force Majeure Event on the performance of its obligations.

(d) **Notices.** All notices, requests, consents, claims, demands, waivers and other communications to SoftwareOne hereunder shall be in writing to the following address: Suite B, Level 13, 500 Collins Street, Melbourne VIC 3000, Australia and shall be deemed to have been given: (a) when delivered by hand with written confirmation of receipt; or (b) when received by SoftwareOne, if sent by an internationally recognized courier with tracking confirmation. All notices, requests, consents, claims, demands, waivers and other communications to You shall be provided to the email address and/or physical address that SoftwareOne has on file for You, whether received from You or otherwise, and shall be deemed to have been given immediately upon issuance thereof by SoftwareOne.

(e) **Entire Agreement.** This Agreement, constitutes the sole and entire agreement between You and SoftwareOne with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(f) **Assignment and Subcontractors.** You shall not assign or otherwise transfer any of Your rights, or delegate or otherwise transfer any of Your obligations or performance, under this Agreement, whether voluntarily, involuntarily, by operation of law or otherwise, without SoftwareOne’s prior written consent, which consent SoftwareOne may grant or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving You (without regard to whether You are a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this Agreement for which SoftwareOne’s prior written consent is required. No delegation or other transfer will relieve You of any of Your obligations or performance under this Agreement. SoftwareOne may assign this Agreement or use subcontractors in the provision of the Software or any other services under this Agreement at any time, in whole or in part by providing notice to You. Any purported assignment, delegation or transfer by You in violation of this Section 20(f) is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(g) **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer on any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(h) **Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege hereunder or otherwise.

(i) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(j) **Equitable Relief.** Both Parties acknowledge and agree a breach of this Agreement would cause the other Party irreparable harm for which money damages alone may not be an adequate remedy. In addition to damages and any other remedies to which one Party may be entitled, both Parties acknowledge and agree that each Party may seek injunctive relief, for specific performance or other appropriate order to prevent the actual, threatened or continued breach of this Agreement.

(k) **Interpretation.** For purposes of this Agreement, (a) the words “include”, “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein”, “hereof”, “hereby”, “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (a) to Sections refer to the Sections of this Agreement; (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(l) **Headings.** The headings in this Agreement are for reference only and do not affect its interpretation.

(m) **Conflicting Terms.** The terms and conditions set forth in this Agreement and in the Documentation (to the extent applicable) shall govern the terms and conditions of Your access and use to the Licensed Software, and shall expressly supersede and negate any contrary, additional or differing terms that may be set forth in any purchase order, request for proposal, or any other document. The Parties agree that any such contrary, additional or differing terms presented by You that are not expressly included in this Agreement or the Documentation are automatically null and void.

**21. DEFINITIONS.** In this Agreement, unless otherwise defined in the Agreement or the context requires otherwise the following terms shall have the following meaning:

**“AU Agreement”** has the meaning set forth in Section 5(a).

**“Authorized Users”** means the final user who: (a) is a physical person (save in respect of any agent, sub-contractor, or consultant that is a legal entity); (b) is an employee, agent, sub-contractor, consultant or representative of You; and (c) has been authorized to use the Software by You pursuant to the license granted under this Agreement.

**“Competing Product”** has the meaning set forth in Section 4(f).

**“Confidential Information”** has the meaning set forth in Section 16(a).

**“Country Specific Provisions”** means the provisions which set forth the Governing Law, the Courts of Jurisdiction, the SoftwareOne Contracting Party and/or any Local Provisions with respect to the Agreement which are available here: <https://www.softwareone.com/-/media/publishing-documents/swo-powerconnect-eula-country-specific-provisions.pdf>.

**“Courts of Jurisdiction”** means, for the applicable SoftwareOne Contracting Party, the courts set out in the Country Specific Provisions.

**“Disclosing Party”** has the meaning set forth in Section 16(a).

**“Documentation”** means any user manuals, technical manuals and any other materials provided by SoftwareOne, in printed, electronic or other form, that describe the installation, operation, use or technical specifications of the Software. For the avoidance of any doubt, the Documentation may be updated or amended by SoftwareOne from time to time in its sole discretion, and such updated Documentation shall supersede and replace the then-existing Documentation in its entirety, immediately upon issuance of the updated Documentation by SoftwareOne.

**“Effective Date”** means the date on which this Agreement enters into effect.

**“Force Majeure Event”** means: (i) acts of God, flood, fire, wind, storm, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for

war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; (vi) collapse of buildings, breakdown of plant or machinery, fire, explosion or accident; (vii) any labor or trade dispute, materials or transport, strikes, industrial action or lockouts; (viii) interruption or failure of utility service; or (ix) for any other cause, whether similar or dissimilar to those enumerated, that is beyond the reasonable control and without the fault or negligence of the party whose performance is affected.

“**Governing Law**” means, for the applicable SoftwareOne Contracting Party, the laws set out in the Country Specific Provisions.

“**Intellectual Property Rights**” means patents, rights to inventions, copyrights, software, trademarks, trade names, service marks, logos, trade secrets, Confidential Information, compilations, diagrams, layouts, mask works, know-how, database rights, designs, methods, processes, formulas, rights to use and other proprietary rights and privileges, whether registered or unregistered, together with all improvements, modifications, enhancements, and derivative works to all of the foregoing, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world together with all applications for registration of any such rights and the right to apply for registration, and all renewals, revisions and extensions of such registrations.

“**Items**” has the meaning set forth in Section 3.

“**Licensee Data**” has the meaning set forth in Section 9(b). As used in this Agreement, Licensee Data may include SAP Data.

“**License Fees**” means the fees payable by You for the Software License(s) as set out in the Order Form.

“**Local Provisions**” means any local provisions (e.g. provisions required to address local laws and local regulations) with respect to the Governing Law as set out in the Country Specific Provisions.

“**Object Code**” means the fully-compiled version of the Software that can be executed by a computer and used by a user without further compilation.

“**Order Form**” means the document or form provided by SoftwareOne to You when purchasing a license in the Software and/or Support Services directly from SoftwareOne.

“**Perpetual License**” has the meaning set forth in Section 1.

“**Personal Data**” has the same meaning as “personal data” under the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

“**Recipient**” has the meaning set forth in Section 16(a).

“**Reseller**” has the meaning set forth in the first paragraph of this Agreement.

“**SAP Data**” has the meaning set forth in Section 9(b).

“**SAP Product**” means the specific SAP® software that You will utilize in conjunction with the Software. Each SAP Product utilized by You is further defined by its unique installation number and SAP product set as set forth by SAP in the Platform Availability Matrix (PAM) <http://service.sap.com/PAM>.

“**SIEM Solution**” means the security information and event management solutions supported by the Software as set out in the Documentation.

“**Software**” means the PowerConnect software that facilitates queries and visualizations that are available in or via the SIEM Solution to be applied to data generated by Your SAP® Product. The term Software will include Object Code and Source Code, unless specified otherwise within the Agreement.

“**SoftwareOne Contracting Party**” means the SoftwareOne entity identified in the Country Specific Provisions.

“**Software Evaluation License**” has the meaning set forth in Section 1.

**Software Evaluation Period** has the meaning set forth in Section 1.

**Software License** means the specific right and license to the use of the Software provided to You.

**Source Code** means computer programming code other than in Object Code form. Source Code includes code that may be displayed in a form readable and understandable by a programmer of ordinary skill, as well as any enhancements, corrections and documentation related thereto, and all related source code level system documentation, comments, procedural code, and explanatory materials.

**Support Fees** means the fees payable by You for the Support Services provided by SoftwareOne in connection with the Software as set out in the Order Form.

**Support Services** means the maintenance and support services set out in Appendix 1.

**Taxes** means any tax, however denominated, charge, tariff, contribution, duty, levy, assessment, government charge or fee of any kind charged, imposed or levied, directly or through withholding, by any competent authority (including withholding tax, customs charges and duties, sales tax, goods and services tax and value added tax).

**Term** means the period of time during which this Agreement is in effect.

**Term License** has the meaning set forth in Section 1.

**Update** has the meaning set forth in Section 8(a).

**APPENDIX 1  
SUPPORT SERVICES**

<b>Support Services</b>	<b>Description</b>		
<b>General</b>	<ul style="list-style-type: none"> <li>SoftwareOne shall use its reasonable endeavors to provide the Support Services in accordance with the Service Levels set out in this Appendix.</li> </ul> <p>You and Your Authorized Users shall refer Incidents to SoftwareOne using the contact methods set out below.</p>		
<b>Support Tickets</b>	Unlimited		
<b>Contact</b>	Email: <a href="mailto:support@powerconnect.io">support@powerconnect.io</a>		
<b>Severity Levels</b>	Incidents will be handled based on the following Severity Levels. When submitting an Incident to SoftwareOne, You agree to select the most appropriate Severity Level for initial Response by logging the Incident online, in accordance with the Severity Level guidelines set out below. SoftwareOne will assess logged Incidents and may re-prioritize an Incident's Severity Level at its sole discretion.		
Severity Level 1	means an Incident wherein major functionality of the Software is not functioning, accessible or operable by You and there is no workaround - for example, the Software operates slowly, there is access congestion or content errors.		
Severity level 2	means an Incident wherein major functionality is severely degraded to the point where You are unable to use the Software efficiently.		
Severity Level 3	means an Incident wherein the Software is functioning, but that some non-essential component of the Software is not functioning or where functionality thereof is degraded.		
Severity Level 4	means any Incident that is not classified as Severity Level 1, Severity Level 2 or Severity Level 3 including enhancement requests.		
<b>Service Levels</b>	<b>Standard Support</b>	<b>Premium Support</b>	<b>Extended Support</b>
<b>Severity Level 1</b>			
Service Desk	24/7 x 365	24/7 x 365	24/7 x 365
Availability			
Response Times	≤ 2 hours	≤ 30 minutes	≤ 2 hours
Incident Update Times	Daily	1 hour	Daily
Target Resolution Times	≤ 1 Business Week	≤ 24 hours	≤ 1 Business Week
<b>Severity Level 2</b>			
Service Desk	8.00am to 5:00pm Business	24/7 x 365	8.00am to 5:00pm Business
Availability	Days		Days
Response Times	≤ 1 Business Day	≤ 1 hour	≤ 1 Business Day
Incident Update Times	Weekly	4 hours	Weekly
Target Resolution Times	≤ 1 Business Week	≤ 1 Business Week	≤ 1 Business Week
<b>Severity Level 3</b>			
Service Desk	8.00am to 5:00pm Business	8.00am to 5:00pm Business	8.00am to 5:00pm Business
Availability	Days	Days	Days
Response Times	≤ 2 Business Days	≤ 4 hours	≤ 2 Business Days

Incident Update Times	None	1 Business Day	None
Target Resolution Times	Next Release	Next Release	Next Release
<b>Severity Level 4</b>			
Service Desk Availability	8.00am to 5:00pm Business Days	8.00am to 5:00pm Business Days	8.00am to 5:00pm Business Days
Response Times	≤2 Business Days	≤1 Business Day	≤ 2 Business Days
Incident Update Times	None	Weekly	None
Target Resolution Times	None	None	None
<b>SAP Maintenance Required</b>	All SAP Products with SAP Standard Maintenance	All SAP Products with SAP Standard Maintenance and SAP Extended Maintenance	All SAP Products with SAP Standard Maintenance and SAP Extended Maintenance
<b>Support Dependencies</b>	<p>As detailed in the line above, You must have an active SAP maintenance agreement in place with SAP for Your SAP Product as follows:</p> <ul style="list-style-type: none"> <li>• If <u>all</u> Your SAP Products have SAP Standard Maintenance coverage, You must purchase SoftwareOne's Standard Support or Premium Support;</li> <li>• If <u>any</u> of Your SAP Products have SAP Extended Maintenance, You must purchase SoftwareOne's Extended Maintenance for all Software.</li> </ul>		
<b>Exclusions</b>	<p>Support Services shall not cover and SoftwareOne shall have no liability nor any obligation to provide Support Services, including any Updates:</p> <ul style="list-style-type: none"> <li>• if You fail to pay the License Fees or Support Fees when due;</li> <li>• for any but the most current or, immediately preceding version or release of the Software. Any immediately preceding version or release of the Software shall continue to be supported for the period published on SoftwareOne's end of support website found at the following link: <a href="https://www.powerconnect.io/end-of-support/">https://www.powerconnect.io/end-of-support/</a>;</li> <li>• for any version of the Software for which previously-issued Updates have not been installed or implemented promptly, and where such Updates have provided a reasonable resolution for the Incident;</li> <li>• where You do not have an active SAP maintenance agreement for the SAP Products;</li> <li>• where you have an active SAP maintenance agreement for the SAP Products but it is not in accordance with the Support Dependencies set out above;</li> <li>• if You or any Authorized User is in material breach of any term of this Agreement;</li> <li>• for any Software that has been the subject of custom modifications, alteration or repair not completed by SoftwareOne;</li> <li>• for any Incident arising as a result any acts, omissions, negligence, abuse, damage, misapplication or misuse of the Software by You, any Authorized User or any third party who has been granted access to the Software by You or an Authorized User;</li> <li>• for any Incident arising as a result of any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any third party products or services, software, hardware, firmware, system or network) or service not specified in the Documentation;</li> <li>• where installation, operation, access or use is beyond the licensed use;</li> <li>• for any increases in costs or decreases in efficiency that You may experience with any SAP Products or any other third party products or services utilized by Your or an Authorized User;</li> </ul>		

- for the operation (or failure in operation) of, or access (or failure of access) to Your or a third party's system or network or any Incident arising as a result thereof;
- where SoftwareOne makes a reasonable determination that Your operating environment or unique settings thereof are hindering or otherwise affecting functionality of the Software;
- any other circumstances or causes outside of the reasonable control of SoftwareOne (including abnormal physical or electrical stress or a Force Majeure Event);
- provision of training to You on the use of the Software.

All work required to resolve any Incidents or to provide any services which are out-of-scope of the Support Services, if agreed by SoftwareOne that it will deliver such work, shall be charged to You on a times and materials basis at SoftwareOne's rates in force at the time and delivered under a separate agreement between the Parties.

## Definitions

Incident	means an event which is not part of the standard operation of the Software, as set out in the specifications provided by SoftwareOne as part of the Documentation, and which causes, or may cause, an interruption to, or a reduction in the quality of the Software.
Response Times	means the elapsed time between an Incident being raised with SoftwareOne and the initial response by SoftwareOne to that Incident.
Resolution or Resolve	means the normal operation of the Software has been restored by a workaround or a permanent fix and the Incident status has been set to resolved by SoftwareOne.
Resolution Times	means the elapsed time between an Incident being reported to SoftwareOne and it being Resolved.
Severity Level	means the severity level of an Incident which has been allocated in accordance with the criteria set out in this Appendix.
Service Level	means a performance standard set out in this Appendix in accordance with which SoftwareOne shall use its reasonable endeavours to provide the Support Service to which it relates.
Incident Update	means the updates required to be provided by SoftwareOne to You between the time an Incident has been raised and it being Resolved.
Incident Update Times	means the elapsed time between SoftwareOne's initial Response to an Incident and each Incident Update provided by SoftwareOne to that Incident thereafter until the Incident is Resolved.
No SAP Maintenance	As defined by SAP in the SAP PAM (Platform Availability Matrix) <a href="https://userapps.support.sap.com/sap(bD1lbiZjPTAwMQ==)/support/pam/pam.html#ts=0">https://userapps.support.sap.com/sap(bD1lbiZjPTAwMQ==)/support/pam/pam.html#ts=0</a> No SAP Standard Maintenance means <b>End of Mainstream Maintenance</b> date <u>has</u> been exceeded.
SAP Standard Maintenance	As defined by SAP in the SAP PAM (Platform Availability Matrix) <a href="https://userapps.support.sap.com/sap(bD1lbiZjPTAwMQ==)/support/pam/pam.html#ts=0">https://userapps.support.sap.com/sap(bD1lbiZjPTAwMQ==)/support/pam/pam.html#ts=0</a> SAP Standard Maintenance means <b>End of Mainstream Maintenance</b> date <u>has not</u> been exceeded yet.
SAP Extended Maintenance	As defined by SAP in the SAP PAM (Platform Availability Matrix) <a href="https://userapps.support.sap.com/sap(bD1lbiZjPTAwMQ==)/support/pam/pam.html#ts=0">https://userapps.support.sap.com/sap(bD1lbiZjPTAwMQ==)/support/pam/pam.html#ts=0</a> SAP Extended Maintenance means <b>End of Mainstream Maintenance</b> date <u>has</u> been exceeded but <b>End of Extended Maintenance</b> date <u>has not</u> been exceeded.