

Service Level Agreement (SLA)

Magosys Systems Ltd and/or Magos America Inc (hereafter: "Magos"/"Service Provider").

Effective Date: 29 January 2019

Document Owner	Magos – Director of Customer Success
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Approval:

(By receiving Magos' product and/or services as define in in this agreement, Magos and the purchaser/ordered entity/customer/end user (hereafter: "Customer") of Magos' Product agree to all terms and conditions outlined in this Agreement.)

Approvers	Role
Magos	Service Provider
"customer"	Customer

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1 AGREEMENT OVERVIEW

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Magos. and *purchaser/ordered entity/customer/end user* for the provisioning of Magos’ Software, Hardware and services (hereafter: “Product”) , services required to support and sustain Magos’ Product and the Customer.

This Agreement remains valid until superseded by a revised agreement.

This Agreement outlines the parameters of all Magos products. This Agreement does not supersede current processes and procedures unless explicitly stated herein and is also subject to Magos’ Limited Product Warranty letter.

By Using Magos’ Products the Customer agree to the terms specified herein.

2 GOALS & OBJECTIVES

The goal of this Agreement is to obtain mutual agreement for the Products provision between Magos and Customer(s).

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3 THE PARTIES

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the Parties associated with this SLA:

Service Provider(s): *Magosys Systems Ltd and/or Magos America Inc.* (“Magos” or “Service Provider”)

Service Customer(s): *Customer* (“Customer”)

Both are the “Parties”.

4 PERIODIC REVIEW

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

Magos' Director of Customer Success ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain agreements / approvals as required.

Document Owner: *Magos , Director of customer success*

Review Period: *Bi-Yearly (6 months)*

Previous Review Date: ----

Next Review Date: ----

5 SERVICE AGREEMENT

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1 SERVICES COVERED BY THIS AGREEMENT

- Manned telephone support- (972) 77-4140155/ for North America and LATAM-+1-973-7639597
- Monitored email support- help@magosys.com
- Website: <http://magosystems.com/contact/>; partners.magosys.com
- Remote assistance using Remote Desktop and/or Virtual Private Network where available
- Planned or Emergency Onsite assistance (extra costs will apply)
- Pre-Sale activities
 - Remote Site design
 - Site Survey

- Demos
- POC-Proof of Concept & Trail Evaluation
- Integration with 3rd party SW as required (e.g. Video Monitoring System)

5.2 CUSTOMER REQUIREMENT & RESPONSIBILITIES

Customer responsibilities and/or requirements in support of this Agreement include:

- The customer is responsible for all IT and communication on site, this should also include MASS server performance and installation, radar installations and Ethernet based communication infrastructure to the command center and to the server.
- Reasonable availability of customer representative(s) when resolving a service related incident or request, either by mail or voice call.
- All the relevant technical information required by Magos.
- Voice conference call
- Mandatory requirements for remote support:
 - Facilitating remote internet access to the service provider equipment installed at customer site based on Team Viewer or other available remote control software.
- Installation, maintenance and operation of all Magos products according to the instructions specified in the product's user manual and application notes.
- In case remote support is unavailable, the customer will be responsible to perform all critical upgrades as instructed by the service provider

5.3 SERVICE PROVIDER REQUIREMENTS & RESPONSIBILITIES

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response time associated with service related incidents, as indicated in Section 6.
- Changes to services will be communicated and documented to the customer.
- Documentation of the support and maintenance actions and efforts that related to Magos' products

6 SERVICE MANAGEMENT

Effective support of in-scope services is a result of maintaining consistent service levels. Table 1 provides relevant details on the service measures that Magos can provide to the Magos products. Service Measure (on working business days only)

Telephone/Email Support	9:00 am – 5:00 pm (GMT+2), Sunday – Thursday
Response time	up to 3 hours
On Site Assistance¹ – Israel	Guaranteed within 5 business days.
On Site Assistance¹ – Rest of the world	Guaranteed within 15 business days (not including transit time)
Hardware RMA process²	Fix/Replace HW Within 10 business days (Subject to RMA terms as described in the appendix)

Table 1 – Service Measures

¹ Fee for Magos on-site professional services applicable

² See Appendix A-Hardware RMA for more details

7 SERVICE PACKAGES

There are several service packages offered for purchase by the Service Provider. These include:

- Basic – free of charge standard service package, Included and begins at time of purchase
- 1 Year/2 Year Extended SW – includes extended services for software products only
- 1 Year/2 Year Extended HW – includes extended services for hardware products only
- 1 Year/2 Year Extended SW&HW – includes extended services for all products.

	Basic	1 year Extended SW	1 Year Extended HW	1 Year Extended SW & HW	2 Year Extended SW	2 Year Extended HW	2 Year Extended SW & HW
Service & Warranty period	1 Year	2 Years	2 Years	2 Years	3 Years	3 Years	3 Years
Periodic Software releases and upgrades⁴	No	Yes	No	Yes	Yes	No	Yes
Remote Periodic Radar FW upgrade⁵	No	No	Yes	Yes	No	Yes	Yes
Remote Support with camera definitions and calibration in MASS SW³ (per licensed channel)	Once	Twice	Once	Twice	3 Times	Once	3 Times
Remote Support with radar location tuning in MASS SW³ (per licensed channel)	Once	Once	Twice	Twice	Once	3 Times	Once

Table 2 – Service Packages

³ This refers to calibration required in MASS when adding a radar/camera for the first time or every time sensor is physically re-located. Such calibration that is not covered in the service package will be charged according to Magos’s Hourly engineer support service rate.

⁴ At any event, software updates will not be initiated by Magos. The customer is given access to the partner portal and depending on the service package is entitled to download and upgrade the software on a self-service basis. Remote service will be given to assist in these upgrades as needed.

⁵ Radar FW upgrade – will be handled remotely by Magos only in the event it is needed for proper operation of the site.

8 ADDITIONAL SERVICES

Magos offers additional paid services, which are not included in the warranty, such as:

- Technical seminar/Certification - a technical review and hands-on training course of all of Magos products designated for integrators and technical personnel handling the installation and operation of Magos products
- Marketing seminar - a review of Magos products focused on the marketing aspects of Magos products: market positioning, differentiation, competitors, advantages etc. This seminar is designated for consultants, sales personnel and marketing personnel intending to offer Magos solutions to end customers.
- On Site expert – a Magos professional services to assist with site survey/POC/demo/system configuration/troubleshooting

Please contact Magos customer support for a quote for any of the services mentioned above.

APPENDIX A- RMA PROCEDURE**Introduction**

The purpose of this document is to define the procedure for Return Material Authorization (RMA) back to Magos for factory level repair. A RMA is required any time the customer suspects a malfunction in hardware products purchased and wishes that the equipment be inspected by Magos personnel

All products covered by the warranty as detailed in the SLA can be subjected to the RMA service procedure. Prior to sending the product the customer will need to obtain an RMA number. The customer may request RMA number via Magos customer support.

Generating RMA Number

When requesting for an RMA number, the customer will provide full contact details, product Serial Number (SN), detailed description of the item malfunction and all other available data (photos, data recording, screen captures, etc.).

The customer will allow Magos customer support to try and resolve the issue remotely by any means possible.

Customer support will generate and RMA number once it has been verified that the observed malfunction cannot be resolved remotely. RMA number will also be supplied for a product no longer under warranty.

Sending the product for repair

- The package sent to the factory shall only include the faulty item unless instructed otherwise
- Make sure to attach a printout of the Pro-Forma Invoice (if applicable) to the RMA shipment documents.

At any event customer is fully responsible for shipping the damaged products to Magos headquarters in Israel. Shipment costs, customs etc. will apply to the customer.

If the product is under warranty and the damage is covered by the warranty then Magos will be responsible for the return shipment (by air for international shipments) and costs entailed.

Guaranteed RMA repair period is within 10 business days from when the unit arrived at Magos headquarters until the unit is shipped back. Magos cannot guarantee shipping times.

Attention

Do not sent the product back to Magos unless an RMA number was provided for each serial number