

Service Level Agreement

1. GENERAL

This SLA shall apply to the Software and the Maintenance and Support services that the Supplier provides the Customer in relation thereto. The SLA constitutes a schedule to the Subscription Agreement and form an integral part of the Agreement.

2. MAINTENANCE AND SUPPORT

- 2.1 Maintenance (as defined under Schedule 3 General Terms and Conditions) is included in the Annual Subscription Fee for the Software. In addition to the Maintenance, the following shall apply in relation to Support.
- 2.2 The Customer shall appoint two (2) superusers within the Customer's organization who shall be responsible for all contacts with the Supplier in Support matters (the "**Superusers**"). Such Superusers shall have sufficient experience and knowledge regarding the Software. The Superusers shall be an internal support function, meaning that everyone within the Customer's organization shall direct all questions and other issues regarding the Software to the Superusers ("**Internal Support**"). The Superusers alone may then, where the Superusers are not able to answer questions or solve any issues raised by users within the Customer's organization, contact the Supplier's 1st level support. For the avoidance of doubt, Internal Support shall include basic support to users such as guidance on how to use the Software.
- 2.3 The 1st level support includes (solely in relation to the Software) troubleshooting, technical assistance, bug fixes and remedy of other defects in the Software. 1st level support services are provided during Business Hours. All 1st level support matters shall be initiated by visiting the Supplier's Maintenance service desk and registering a Support request ticket (a "**Ticket**"). The Customer's Ticket shall include a detailed description of the issue at hand, including screenshots and any other information or material necessary for the Supplier to assess the issue. When the Supplier has received the Customer's Ticket, an auto-generated unique Ticket id-number will be presented on the screen. In case of Critical Issues (as defined under section 3.3), the Superusers may contact the Supplier's Support service desk via telephone on the number indicated on the service desk website (as referred to above). The Superusers must, however, always initiate a Support matter by creating a Ticket in the Support service desk and the auto-generated unique Ticket id-number must be provided to the Support service personnel responding to the Superusers' telephone call.
- 2.4 In order for the Supplier to perform Support and 1st level support services, the Customer shall, at its own cost, arrange a remote connection for the Supplier to the Customer's environment.
- 2.5 Maintenance and Support will only be provided in relation to supported Software and provided that third party

software is supported by such vendors and provided that the Annual Subscription Fee has been paid.

- 2.6 Time spent on analysis and Support related to reported issues which are deemed by the Supplier, at its sole discretion, to not constitute bugs or defects in the Software and therefore do not fall under the Maintenance undertaking, are charged at the price for Consultancy Services.
- 2.7 Subject to the Customer's approval, the Supplier may assign the obligation to perform any of its Maintenance or Support services to its third party resellers with experience and knowledge regarding the Software.

3. SERVICE LEVELS

- 3.1 What is stated in this section 3 shall apply to the provision of the Software, unless otherwise stated in section 4.
- 3.2 The Supplier does not warrant that the Software will be available or free from bugs or other defects at all times. As part of the Maintenance the Supplier, however, undertakes to carry out bug fixes and remedy other defects in the Software brought to the Supplier's attention in accordance with the procedure set out in section 2 or otherwise.
- 3.3 The Supplier will with all reasonable efforts remedy any such issues deemed by the Supplier, at its sole discretion, to constitute bugs or defects in the Software of the different severities and within the times listed in the table below. The Supplier's Support service desk shall make a reasonable assessment of the severity of the Support matters brought to the Supplier's attention in accordance with procedure set out in section 2.

Level	Definition	Response time from receipt of notice
Critical	Incidents which significantly reduce functionality or performance, or which pose a significant security risk (" Critical Issues ").	Twelve (12) Business Hours
Major	Incidents which cause or is likely to cause reduced functionality or performance, not critical.	Three (3) Business Days
Minor	Minor faults which do not affect the daily use of the Software.	Ten (10) Business Days

- 3.4 All times in the table above are approximate times and are counted from the time when the Supplier received notice from the Customer of the relevant Support matter in accordance with the terms of this Agreement. For the avoidance of doubt, a response as set forth in the table

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above shall include a summary of the result of the troubleshooting and information regarding when the incident is estimated to be solved.

- 3.5 The Supplier shall, after having made all reasonable efforts to resolve any incident under this section 3, have the right to delay or cancel the handling of an incident if:
- a) the Software has not been correctly used in accordance with the instructions from the Supplier;
 - b) the incident cannot, having made all reasonable efforts, be reproduced by the Supplier;
 - c) unauthorized modifications or alterations have been made to the Software; or
 - d) the incident has occurred because of other circumstances beyond the Supplier's reasonable control.

4. CLOUD SERVICES

- 4.1 What is stated in this section 4 shall only apply to the extent the Supplier provides the Software or part thereof as a cloud service.
- 4.2 The agreed availability for the Software is 99.5 % measured on an annual basis counted from the commencement of the Subscription Period as set forth in the Subscription Agreement.
- 4.3 In measuring the availability of the Software against the service levels set forth in section 4.2, no account shall be taken of any measure in respect of any period of time or incident or other measured event:
- a) caused by an act or omission of the Customer or of a third party other than one for whom the Supplier is contractually responsible;
 - b) which arises as a consequence of a Force Majeure Event (as defined under Schedule 3 General Terms and Conditions);
 - c) planned downtime where the Supplier has notified the Customer of such downtime in advance; or
 - d) where the Supplier and the Customer have agreed that the service level should be suspended or otherwise not operate.
- 4.5 If the Supplier fails to meet the service levels set out in section 4.2, the Customer shall be entitled to a service credit towards a portion of the Annual Subscription Fee paid or payable for the part of the Subscription Period during which the failure occurred ("**Service Credit Period**"). Service credits will be credited against the Annual Subscription Fee payable for the Subscription Period following the Service Credit Period.

Availability	Service credit
99.50 – 98.50 %	10 % of the Annual Subscription Fee
98.49 – 97.00 %	20 % of the Annual Subscription Fee
< 97.00 %	The Customer is entitled to terminate the Subscription Agreement with immediate effect

- 4.6 The service credits set forth in section 4.5 are the Customer's sole and exclusive remedy for any availability issues for the Software.
- 4.7 The Customer must submit any claims for service credits in writing to the Supplier no later than twenty (20) days after the end of the relevant Service Credit Period.