

Appendix 2 Service Level Agreement

(Version: 06-08-2020)

This document outlines the service level agreement for clients provisioned with Hosted Services with The Supplier. This document contains the Service Level Agreement for The Supplier. Please read it carefully.

1 Objective

The SLA shall apply to all Hosted Services provided by each client. The Supplier is committed to providing a highly available and secure network to support its clients. Providing The Client with consistent access to Hosted Services is a high priority for The Supplier and is the basis for its commitment in the form of an SLA. The SLA provides certain rights and remedies in the event that The Client experiences service interruption as a result of the failure of The Supplier infrastructure. The overall service availability metric is 99.8%, measured on a monthly basis.

2 Term Definitions

For the purpose of this Service Level Agreement, the terms are defined as follows:

“Available or Availability”	When The Client whose account is active and enabled has access to the Hosted Service provided by The Supplier, subject to the exclusions defined in Downtime Minutes below.
“Total Monthly Minutes”	The number of days in the month multiplied by 1,440 minutes per day.
“Maintenance time”	The time period during which the Hosted Service may not be Available each month so that The Supplier can perform routine maintenance to maximize performance is on an as-needed basis
“Downtime”	The total number of minutes that the user cannot access the Hosted Service. The calculation of Downtime Minutes excludes the time that The Client is unable to access the Hosted Services due to any of the following: (a) Maintenance Time (b) Customer’s own Internet service provider (c) Force Majeure event (d) Any systemic Internet failures (e) Any failure in The Client’s own hardware, software or Network connection (f) Customer’s bandwidth restrictions (g) Customer’s acts or omissions (h) Anything outside of the direct control of The Supplier
“Relesys Network”	The network inside of The Supplier border routers.

3 Maintenance & response time

The time period after The Supplier's confirmation of the Service event, from receipt of the information required from The Client for The Supplier's Support Team to begin resolution and open a trouble ticket in The Supplier's systems. Due to the wide diversity of problems that can occur, and the methods required to resolve them, problem response time IS NOT defined as the time between the receipt of a call and problem resolution. After receiving a report of fault, The Supplier will use the System Status Page, email, or phone to provide The Client with a progress update. The update frequency will take into account the importance of resolution or agree specifically with The Client.

4 Maintenance Notices

The Supplier will communicate the date and time that The Supplier intends to make The Platform un-Available via the front page of the support site at least five (5) days in advance (or longer if practical). The Client understands and agrees that there may be instances where The Supplier needs to interrupt the Hosted Services without notice in order to protect the integrity of the Hosted Services due to security issues, virus attacks, spam issues, or other unforeseen circumstances. During those instances The Client will receive a notification via the System Status Page.

5 Emergency Maintenance

These change controls happen immediately with little notification ahead of time; however, we will post the information to our system status page soon after or during the change.

6 Preventative Maintenance

These change controls are when we detect an item in the environment that we need to take action on, to avoid emergency change controls in the future. These change controls, if possible, will usually occur in low peak hours with the peak being defined by our network metrics.

7 Planned Maintenance

These are change control's being done to:

- Support on-going product and operational projects to ensure optimal performance
- Deploy non-critical service packs or patches.
- Periodic redundancy testing.

Where possible planned maintenance will be posted 5-days prior; however, certain circumstances may preclude us from doing so, such as an external vendor issuing a change control to The Supplier.

8 Scheduled releases

The Supplier is continuously working on new features and updates to the hosted services. New releases are deployed to the production environment at weekly intervals. In case the deployment is expected to make the hosted services unavailable The Supplier will follow the notice period described under "Maintenance Notices". The Supplier is making release notes available to The Client from the Management Portal or The Client can subscribe to receive updates by mail.

9 Update Time

Scheduled releases, Preventive and Planned maintenance will NOT take place within CET 06:00-22:00 (GMT+1). However, because of the software being multitenant and having users sitting in different time zones the users might experience the application being unavailable in short periods during updates.

A single planned release or maintenance takes on average around 5-10 minutes to complete. During maintenance, The Client can experience longer response times from the Hosted Services and only in rare cases actual downtime. On a monthly basis, the total duration of maintenance will not exceed 120 minutes.

10 User Responsibility

Minimum Requirements:

The required configurations The Client must have to access the Hosted Services include:

- Internet connection with min. 5 Mbit bandwidth (10 Mbit or higher is recommended)
- Smartphones with iOS (9+), Android (5.0+)
- Desktop computer (PC/Mac) with browser (Chrome 51+, Safari 10+, Firefox 54+, Edge 16+)

11 Management Portal

The Management Portal is provided to all users enabled with Hosted Services at The Supplier; therefore, The Client can manage their own account and services. The Client should use discretion when granting administrative privileges to the Management Portal. For liability purposes Services enabled in the Portal, The Supplier is not responsible for downtime related to negligence in the Management Portal. An example is a data/content disabled/deleted in error. Please note that in the case of negligence The Supplier may/may not have the ability to restore data as data restoration is reserved for disaster recovery purposes. If data is lost due to negligence and it is determined that the data or a fraction of the data can be restored, professional service fees may be applied as stated in The Supplier Backup and Restoration Policy.

12 Term of the Service Level Agreement

This Service Level Agreement will become applicable to the Hosted Services after the official launch date.

13 Availability on Hosted Services

The overall service availability metric will become applicable to the Hosted Services following the official launch date.

After the launch and any major feature updates, the full-service availability on Hosted Services shall become applicable upon the later completion of the “stabilization period”. The length of the stabilization period is dependent on the latest changes made to The Client’s solution. After the initial launch and finished acceptance test, the stabilization period will be 7 working days. Subsequent changes when altering the solution based on client requested functionality will be 2 working days after delivery and acceptance test.

14 Service Latency

The Hosted Services will process HTTP and HTTPS requests consisting of units of data made into single Internet protocol packages traveling along a network path (“Requests”) in no more than 3 seconds at the 80th percentile from the time the Hosted Services receives the request to the time the Hosted Services attempts to transmit the content back to the calling application.

This service latency only applies to “Qualified Content”, which means Requests that are: less than 1 MB HTTP GET request and response; not SSL-intercepted; not related to streaming applications; not subject to bandwidth management rules (e.g. QoS enforcement) and resulting from a reasonable level of consumption.

This service latency does not apply to hosted services used by Relesys “PRO” modules due to high complexity and individual configuration per client.

The following table outlines average response times measured across all clients during the last 12 months.

The list is not complete and only includes selected modules in the hosted solution.

Area	Average response time (seconds)
All requests (all modules and services)	0.3 sec
Loading the app	1.5 sec
General content	0.6 sec
Social Module	0.5 sec
Training Module (PRO)	1.0 sec
Task Management Module (PRO)	1.3 sec

The Supplier is committed to providing response times (e.g page loads) within what is reasonably expected. The experienced load time per user will be experienced individually based on device configuration, internet connection, system access permissions, etc. If the customer regularly experiences decreased performance on the provided services, this should be reported to The Supplier for further investigations.

15 Measurement

The Supplier uses a proprietary system to measure whether the Hosted Services are available, and The Client agrees that this system will be the sole basis for resolution of any dispute that may arise between The Client and The Supplier regarding this Service Level Agreement.

Availability is calculated based on the following formula:

$$A = (T - M - D) / (T - M) \times 100\%$$

A = Availability

T = Total Monthly Minutes

M = Maintenance Time

D = Downtime

On request, The Supplier will deliver a standard report on measurements to document the overall availability of Hosted Services.

16 Problem Response Time

The response time per incident will vary upon the degrees defined below:

Severity	Criteria	Response Time
1 – Critical	Unplanned interruption rendering the Services un-Available; no work-around	15 Minutes
2 - High	Unplanned interruption rendering the Services un-Available; work-around available	1 Hour
3 – Medium	Services are un-Available for a single User or a small percentage of users affected	4 Hours
4- Low	Intermittent problem	8 Business Hours

Support Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: 09:00 to 17:00 (GMT+1) Monday – Friday
- Email support: Monitored 09:00 to 17:00 (GMT+1) Monday – Friday
- Emails received outside of office hours will be collected, however, no action can be guaranteed until the next working day
- Phone calls outside office hours and weekends should be directed to the Relesys' Operations Center.

17 Support Page / Knowledgebase

Users with access to the Management Portal will be able to view the content of the support and knowledge base provided by The Supplier. All relevant contact information and documentation will be available through the support page.

18 Support Requests

In case of incidents that require assistance from The Supplier, a support request can be addressed to The Client's key account/project manager at The Supplier by either phone or email. Preferably, the request can be sent to the Relesys' shared support, which is monitored within normal office hours.

Support Email: support@relesys.net
Support Phone number (+45) 5356 5069

When submitting a support request The Client must supply information about affected services, the time of the incident, the severity of the issue, detailed description to enable the support to handle the request fast and effectively. Contact information on The Client is required if support is in need of more details to handle the request. After sending a support request the sender will automatically receive a support ticket in return as a confirmation.

On incidents that require immediate help, The Client must always contact The Supplier directly by phone.

The Client will be able to select a named list of employees to have access to The Supplier support system. The Supplier only handles second level support on Hosted Services and The Client's Project Manager will be responsible for controlling the usage of The Supplier support system. The Client's project team must handle all internal requests about the Hosted Services and only forward requests on incidents to The Supplier covered by this SLA.

The Supplier generally offers free support. To receive free support the Project Manager on The Client team must have participated in a backend training course on how to administrate the basics of the app and administration portal.

Special requests and customizations to an existing solution will be subject to additional costs for The Client. If the Client claims a defect and subsequently it appears that the defect is not due to the Hosted Services, The Supplier has the right to compensation for the documented time used to investigate the defect.

19 The Supplier's Operations Center

The operations center is managing all operations and monitoring the hosted services provided to The Client. Outside normal office hours, the operations center will handle all support requests on critical incidents (severity 1+2).

Operations Phone number (+45) 3014 8712

All requests will be answered by a member of the operations team and actions to handle the incident will be started asap or within max. 2 hours.

20 System Status Page

The Supplier provides all clients with an online status page showing current system status on critical services provided. If The Supplier experiences changes to the operational status of a single service the page will be updated to reflect the current status.

All clients who want to be notified about changes to the operational status or planned maintenance can subscribe to updates directly from the page.

The status page is available from the following address: <http://status.relesysapp.net>

21 Remedy and Procedure

The Client's remedy and the procedure for obtaining The Client's remedy if The Supplier fails to meet the Service level metrics set forth above are as follows:

To qualify for remedy:

- (a) There must be a support ticket documenting the event within 24 hours of the service interruption
- (b) client account must be in good standing with all invoices paid and up to date

The Client must notify The Supplier in writing within five (5) business days by opening a support ticket and providing the following details:

- The subject of the email must be: "Claim Notice – 'Account name'"
- List the type of Hosted Service that was affected
- List the date the Downtime Minutes occurred
- List user(s) Display Name and E-mail address affected by Downtime Minutes
- List and estimate of the amount of actual Downtime Minutes
- Ticket number of the documented event

The Supplier will confirm the information provided in the Claim Notice within five (5) business days of receipt of the Claim Notice. If the Supplier cannot confirm the Downtime Minutes, then The Client and The Supplier agree to refer the matter to executives at each company for resolution.

22 Compensation

If the Supplier experiences downtime on app services (severity 1-3) for more than 24 hours, The Client is entitled to receive compensation on the monthly subscription equivalent to the downtime period.

The compensation is calculated based on the following formula:

Compensation = $(M / N) * (D / 24)$

M = Monthly subscription

N = Number of days in the month

D = Downtime (hours)