

## Service Level Agreement

### 1. Definitions

1.1. All defined terms in this agreement shall have the meaning set out in the Terms and Conditions , unless specified otherwise.

<b>Uptime</b>	the period the Service is accessible for the User. In the event the Service is not accessible for the User as a result of circumstances on the User's side (e.g. no internet connection, failing Client's hardware, failure to install updates) or as a result of lack of availability of systems and services not operated by ViriCiti (e.g. disturbances occurring at ViriCiti's telecom providers and/or cloud service provider), such period will be considered a period of Uptime;
<b>Defect</b>	Unexpected reproducible behaviour against the design of the Service (so a reproducible "bug") if the User uses the supported hard- and software;
<b>Emergency Maintenance</b>	the maintenance in the event of any Defects, Incidents or lack of Uptime due to denial of service attacks, network floods and hacking, events that cannot be prevented by reasonable and GDPR compliant security measures taken by ViriCiti. In these circumstances, ViriCiti will use commercially reasonable endeavours to resolve any issues caused by such an event;
<b>Incident</b>	an event whereby the Service is not operating as expected (including a Defect), and (if raised by Client) notified to ViriCiti as detailed herein;
<b>Patch</b>	a mechanism for delivering a minor change to the Service;
<b>Release</b>	a change or enhancement in the functionality of the Service and/or the delivery of new features and functionalities, or amended features and resolutions to Defects;
<b>Scheduled Maintenance</b>	the planned and/or scheduled and/or preventative maintenance;
<b>Support window</b>	For Clients outside of the US: Monday to Friday from 08:00 to 20:00 hours Amsterdam time (excluding any public holidays in the Netherlands). For US Clients: from 8 AM to 11 PM Eastern Standard Time (excluding any public holidays in the US);
<b>Terms and Conditions</b>	ViriCiti's terms and conditions;
<b>User</b>	a legitimate end-user of the Service.

### 2. Service Availability

2.1. ViriCiti will take commercially reasonable measures in terms of redundancy, monitoring and platform management to provide Uptime of the Service.

2.2. The Uptime shall be 99% outside of the Scheduled Maintenance and Emergency Maintenance periods.

2.3. Uptime is calculated per calendar month. As follows:

- A. The Uptime *hours* in a calendar month are all hours in that month less the hours there is no Uptime and less the hours of Scheduled Maintenance and Emergency Maintenance. In formula: Uptime hours = all hours - hours of Scheduled Maintenance – hours of Emergency Maintenance - other downtime hours.
- B. The Uptime *percentage* in a calendar month are the Uptime hours in such month divided by: all hours in such month less the period of Scheduled Maintenance and Emergency Maintenance of that month, times 100%. In formula: Uptime / (all hours – Scheduled maintenance – Emergency Maintenance)\*100%.

2.4. Each contract year ViriCiti calculates the yearly Uptime which is found by the total of each of the twelve monthly Uptime percentages divided by 12. In formula: [Uptime percentage first month plus Uptime percentage second month plus ...etc]/12]=yearly Uptime.

2.5. The following service credits shall apply if the yearly Uptime is less than 99%:

<b>Yearly Uptime</b>	<b>Service credits</b>
between 99% and 97%	5%;
between 97% and 95%	10%;
less than 95%	15%;

2.6. Service credits specified in clause 2.5 hereof are a percentage of the yearly License fee and will be credited to the next invoice issued to Client; if no such next invoice is to be issued to Client, ViriCiti will reimburse the amount of the Service credits to Client.

### **3. Incident Management**

3.1. Client support in respect of the Service is provided during the Support window.

3.2. Client support shall be provided by adequately trained personnel.

3.3. ViriCiti shall provide Client support also through:

- Training against ViriCiti’s standard fees;
- Website/portal chat;
- Online documentation;
- Telephone / email communication.

3.4. Incidents should be reported to ViriCiti in the manner ViriCiti shall communicate to Client.

3.5. Support is accessible as follows:

[support@viriciti.com](mailto:support@viriciti.com)  
+3120 771 78 17

3.6. All Incidents that concern Defects are categorised by severity according to the following definitions:

#### **SEVERITY 1 Service unavailable**

**Definition** Critical production issue affecting all Users, including infrastructure failure or Service unavailability with no work-around available.

**Response** ViriCiti will respond within 45 minutes, emergency support will be in English.

**Service level commitment** ViriCiti will provide continuous support during the Support window until a resolution has been delivered or a work-around implemented.

Severity 1 issues will be resolved in principle within 8 hours of being raised.

**SEVERITY 2 – Critical**

**Definition** A severe business impact affecting many Users, limiting the usage of one or more major functions of the Service or causing performance degradation. The Service is operational, but restricted.

**Response** ViriCiti will respond within 90 minutes.

**Service level commitment** ViriCiti will provide continuous support during the Support window until a resolution has been provided or a work-around implemented. If the problem is determined to be a Defect and a Patch is required than the severity level will be SEVERITY 3 or 4 after implementation of such Patch depending on how the Service functions afterwards.

Severity 2 issues will be resolved in principle within 36 hours of being raised.

**SEVERITY 3 – Major**

**Definition** The Service is operational, but there are functional limitations, errors that are not critical for daily business or data integrity issues.

**Response** ViriCiti will respond within 8 hours.

**Service level commitment** ViriCiti will work during the Support window until a resolution has been provided or a work-around implemented. If the problem is determined to be a Defect, it will be targeted for correction in the next available Release.

Severity 3 issues will be resolved in principle within 10 working days of being raised.

**SEVERITY 4 – Minor**

**Definition** Minor Incident affecting a small number of Users, technical inquiry or ‘how to’ question relating to Service functionality.

**Response** ViriCiti will respond within 36 hours.

**Service level commitment** ViriCiti will work during the Support window until a resolution has been provided or a work-around implemented. If the problem is determined to be a Defect, this will be considered for correction in a future Release.

Severity 4 issues will be resolved in principle within 15 working days of being raised or in a future release without a specific timeframe.

Resolution > the designated term < twice the designated term: 10% service credit.

Resolution > twice the designated term < four times the designated term: 30% service credit.

Resolution > four times the designated term: 100% service credit.

Service credits specified in this clause are a percentage of the License fee for one month and will be credited to the next invoice issued to Client; if no such next invoice is to be issued to Client, ViriCiti will reimburse the amount of the Service credits to Client.

#### **4. Hardware failures**

- 4.1. A defect in any the Units sold and installed by ViriCiti, shall be notified as an Incident to ViriCiti and be resolved within 10 business days. ViriCiti may either repair or replace a Unit that has a defect in its sole discretion.
- 4.2. The costs of repair or replacement are for ViriCiti unless the Defect is caused by Client or it falls otherwise outside of the scope of ViriCiti's limited warranty or outside of the warranty period. In such events the costs shall be for Client.
- 4.3. The following service credits shall apply in the event ViriCiti fails to repair a Unit in time:
- | <b>Delayed repair by:</b> | <b>Service credits</b> |
|---------------------------|------------------------|
| 5 days late               | 5%;                    |
| 10 days or more late      | 10%;                   |
- 4.4. Service credits specified in clause 4.3 hereof are a percentage of the purchase price of the relevant Unit and will be credited to the next invoice issued to Client; if no such next invoice is to be issued to Client, ViriCiti will reimburse the amount of the Service credits to Client.

#### **5. Maintenance and Releases**

- 5.1. Resolutions to Defects and essential data centre infrastructure and/or Service platform work will be conducted during Scheduled Maintenance or Emergency Maintenance.
- 5.2. ViriCiti will provide a reasonable amount of advance notice to Client for Scheduled Maintenance.
- 5.3. Releases may contain new features and enhancements, as well as resolutions for any known Defects.
- 5.4. ViriCiti shall provide at least 10 days' prior notice to Client for any scheduled Release that may result in unavailability of the Service.
- 5.5. Details of supported browsers are listed below:
- Internet Explore version 11+ / Edge
  - Mozilla FireFox version 45+
  - Google Chrome version 40+
  - Safari version 9+

#### **6. Liability and acceptable use policy**

- 6.1. ViriCiti shall not be liable for any Defects, Incidents or lack of Uptime due to denial of service attacks, network floods and hacking not being controllable by reasonable measures taken by ViriCiti. In these circumstances, ViriCiti will use commercially reasonable endeavours to resolve any issues caused by such an event.
- 6.2. The service credits shall constitute Client's full and final settlement for any damages or losses incurred as a result of the lower than agreed Uptime percentage or lack of timely or adequate solution. If a lack of Uptime coincides with a lack of a timely solution or with another event that results in a right of Client to receive a service credit, Client shall only be entitled to the service credit that represents the highest amount.

#### **7. Terms and Conditions**

- 7.1. ViriCiti's Terms and Conditions are applicable to this agreement. Insofar terms from the Terms and Conditions contradict to terms in this agreement, the respective terms from this agreement shall prevail.
- 7.2. Terms and conditions of Client are not applicable.