



Service Level Agreement

ViriCiti



1. DEFINITIONS

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

Uptime	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.
Defect	Unexpected reproducible behavior against the design of the Service (so a reproducible "bug") if the User uses the supported hard- and software.
Emergency Maintenance	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 endeavors to resolve any issues caused by such an event.
Fix	a minor change to the Service.
Incident	An event whereby the Service is not operating as expected (including a Defect), and (if raised by Client) notified to ViriCiti as detailed herein.
Release	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
Scheduled Maintenance	The planned and/or scheduled and/or preventative maintenance.
Status page	Page that is used by ViriCiti to communicate about scheduled maintenance and current Defects and Incidents ¹ .
Support window	For clients outside of the US: Monday to Friday from 8AM to 8PM Central European Time (excluding any public holidays in the Netherlands). For US East-coast clients: from 8AM to 5PM EST (excluding any public holidays in the US). For US West-coast clients: from 8AM to 5PM Pacific Standard time (excluding any public holidays in the US). ²
Terms and Conditions	ViriCiti's terms and conditions
User	A legitimate end-user of the Service.

¹ Link to status page: <https://viriciti.statuspage.io/>

² For detailed information about or Support window and working days we refer to Annex I of this document



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:
 - i. 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.
 - ii. 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%:

YEARLY UPTIME	SERVICE CREDITS
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;
 - ▶ Online documentation;
 - ▶ Telephone / email communication.
- 3.4 ViriCiti has the right to deny support to Client when Client has payment arrears.
- 3.5 Incidents should be reported to ViriCiti in the manner ViriCiti shall communicate to Client.



- 3.6 Support is accessible as follows via the official support lines³.
- 3.7 All Incidents that concern Defects are categorized by severity levels. ViriCiti is the only party that has the right to determine the level of severity of an incident, and if it was indeed caused by the system and services provided by ViriCiti and not a third party. For the severity levels we use 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 Fix is required, then the severity level will be SEVERITY 3 or 4 after implementation of such Fix depending on how the Service functions afterwards. Severity 2 issues will be resolved in principle within 48 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.

³ For detailed information about our official support lines we refer to Annex II of this document



Severity 3 issues will be resolved in principle within 15 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 20 working days of being raised or in a future release without a specific timeframe.

All mentioned response times are only valid within the Support window⁴ and when the issue is reported via the official Support lines⁵. These statements are applicable for all our products, but for our Smart Driving product we have additional procedures⁶.

If the incident is already mentioned on our status page, we do not have to adhere to response times if the customer reports it.

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 For detailed information about or Support window and business days we refer to Annex I of this document

⁵ For detailed information about our official support lines we refer to Annex II of this document

⁶ For detailed information about the additional procedures for our Smart Driving product we refer to the annex III of this document



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:
- | DELAYED REPAIR BY | SERVICE CREDITS |
|--------------------------|------------------------|
| 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 center 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. Scheduled Maintenance will be communicated through our status page.
- 5.3 Releases may contain new features and enhancements, as well as resolutions for any known Defects.
- 5.4 ViriCiti shall provide at least 5 days' prior notice to Client for any scheduled Release that may result in unavailability of the Service.
- 5.5 ViriCiti will only resort to unscheduled downtime in situations that are deemed extremely urgent to safeguard the system and Client's data.
- 5.6 Details of supported browsers are listed below:
- ▶ Internet Explorer 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 endeavors 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.



ANNEX I - Support window and business days

ViriCiti group has multiple locations within different time zones, which allows us to directly assist the customer for a longer period of time during the day.

Support windows of our offices:

▶ For phone support (these numbers are available within the given time frame)

▶ Amsterdam HQ: **8AM - 8PM CET**
+31 (0) 20 210 36 78

▶ Greenville, SC: **8AM - 5PM EST**
+1 864 202 6692

▶ Irvine, CA: **8AM - 5PM PST**
+1 949 503 7750

▶ For email support

▶ CET: 8AM - 8PM CET

▶ EST: 8AM - 8PM EST

▶ PST: 8AM - 5PM PST

Our business days are Monday to Friday, excluding the local public holidays. Here is an overview of the public holidays:

Amsterdam HQ:

- ▶ New year's day
- ▶ Good Friday
- ▶ Easter Monday
- ▶ Kingsday
- ▶ Liberation day (every 5th year)
- ▶ Ascension day
- ▶ Pentecost Monday
- ▶ Christmas day
- ▶ Boxing day
- ▶ New year's eve

Greenville and Irvine offices:

- ▶ New year's day
- ▶ President's day
- ▶ Good Friday
- ▶ Memorial day
- ▶ Independence day
- ▶ Labor day
- ▶ Veteran's day
- ▶ Thanksgiving day
- ▶ Day after Thanksgiving
- ▶ Christmas eve
- ▶ Christmas day
- ▶ New year's eve



During public holidays that occur in the Netherlands as well in the United States, we will try to provide emergency support, but this is not committed. These holidays are the following:

- ▶ New year's day
- ▶ Good Friday
- ▶ Christmas day
- ▶ New year's eve

On business days and during our support window we offer technical support. Outside of business hours and during holidays we will administer your issues and requests via our support partner. These will be picked up as soon as possible on the following business day. In the unlikely event of a Severity 1 - Service unavailable issue occurring, our support partner will escalate to our ViriCiti lead support engineer.

ANNEX II - Official support lines

The following methods are defined as our official support lines:

- ▶ Contacting our support lines, available during the designated support windows (See Annex I):
 - ▶ Amsterdam HQ: +31 (0) 20 210 36 78
 - ▶ Greenville, SC: +1 864 202 6692
 - ▶ Irvine, CA: +1 949 503 7750
- ▶ Sending an email to support@viriciti.com. This will be picked up during the current or following support window.

ANNEX III - Support for the Smart Driving product

ViriCiti does not have access to the customer's ITCS system and its data, therefore for our Smart Driving product we only support the customer's Community Admin. By verifying the issues while including the ITCS data, they can offer first line support to their colleagues. If any other employee of that organization reaches out via the official support lines, they will be redirected to the Community Admin.

The Community Admin can be one or multiple employees of the customer who will be responsible to give first line support to Drivers and Managers. Only when the Community Admin cannot support their colleagues with the available documentation, the Community Admin can reach out via the official support lines.