

ANNEX 2, Vergic Standard Service Level Agreement (SLA)

This annex describes the Standard Service Level Agreement (SLA) for Vergic's cloud services (referred to as the Service). All times stated in the Swedish (Central European) time zone.

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1 THE SUPPLIER'S COMMITMENT

Vergic shall keep an organisation in readiness with qualified expertise and availability to implement the commitments under this contract. Vergic is responsible for the parts included together providing the agreed functionality and is responsible for the operation of networks and systems as well as documentation of equipment and new releases.

1.1 Contents of the Service

Vergic is responsible for:

- Operation of all cloud services
- Service according to selected Service Level
- Monitoring

Vergic carries out fault analysis, servicing and problem solving according to agreed time guarantees and ensures that the system is restored to good working order. Faults can be reported 24 hours a day, 365 days a year. Fault remediation begins at the latest within the agreed response time.

When servicing begins, feedback is normally provided through the Vergic Service Desk case management system.

1.2 Vergic Service Desk (1st line)

Vergic Service Desk is the first contact between the Customer and Vergic at operational level. Service enquiries, fault reports and similar matters are dealt with there. The Service Desk can be reached by e-mail, online or by phone. The Client's authorized users can reach the Service Desk at the following times:

- Personal service by phone 08.00-17.00 CET, Mondays to Fridays excluding public holidays.
- Self-service through the Vergic Service Desk case management system (<https://support.psplugin.com>) is available 24 hours a day, 365 days a year, except in the case of interruptions for planned maintenance

The Purchaser can report faults through the Service Desk and receives a reference number for the fault report as acknowledgement that Vergic has received the fault report. The Purchaser can then follow the case through the web interface and see status changes.

2 THE PURCHASER'S COMMITMENT

The Purchaser is responsible for:

- Where applicable informing the users about Vergic's commitment and about agreed procedures
- Appointing and sending to Vergic contact details of the persons who are responsible for submitting fault reports and have the right to report faults to Vergic, according to the standard contract two persons
- Informing Vergic about events in progress and forthcoming events that may affect Vergic's delivery of the Service
- Inform Vergic in conjunction with changes to or updates in peripheral systems or the environment web environment that might affect the Vergic's delivery of the Service

If the Purchaser fails to meet its commitments as above under this section and this means that faults or deficiencies cannot be rectified by Vergic in the way agreed, Vergic is not deemed to have breached its commitment.

3 THE SERVICE PROCESS, OVERARCHING

A person or persons designated as contact person(s) as above will register a case at the Vergic Service Desk. If the case is registered directly in the Vergic case management system, the contact person will classify the case as follows at the time of registration.

3.1 Incident

A fault or deviation that has been observed in the service. Cases received, categorized in this way, will be initially analysed by the Vergic Service Desk and where appropriate re-categorized as "Change" or "Feature" in accordance with clause 3.2 or 3.3.

Cases continuing to be classified as "Incident" will subsequently be classified and fixed in accordance with clauses 5 and 6.

3.2 Change

A Change or action the Purchaser wishes to have carried out. Vergic Service Desk will analyse the case, if necessary contact the Purchaser and then update the case with an estimate. Estimates <3 days, after acceptance by the Purchaser, will be carried out according to hourly billing applicable in the contract. If the Purchaser instead chooses to close the case, set it to "Closed" or "Declined" status, this means that no further action and no invoicing will take place.

Estimates >3 days mean that Vergic will contact the Purchaser's key individuals for further discussion, establishment of additional documentation and desired action before approval.

3.3 Feature

Proposal from the Purchaser for a new desired function. Proposals and wishes for new functions will be assessed and prioritized by the Vergic Product Owner. These may be added to an ordinary roadmap for the development of Vergic Engage or, if deemed possible, these may possibly be offered as customer-unique development.

3.4 Service Request

A Service Request is a request for information, advice, for a change or for access to the Vergic Engage system, for instance to reset password or add a new user.

4 OPERATION OF THE SERVICE

Vergic's processes and procedures are based on ITIL, a world-leading approach to the management of IT services.

Changes to the environment of the Service and the IT infrastructure can take place on the basis of proactive or reactive actions. Changes in production are not implemented until these have undergone Vergic's processes for change management. This ensures, among other things, that a change must be analyzed, tested, approved and planned before changes to the service are put into operation.

4.1 Monitoring

Vergic is responsible for monitoring of the Service taking place 24 hours a day, seven days a week, to ensure the functions of the Service. This monitoring detects faults that can arise for specific contact center functions.

Monitoring of hardware and processes takes place through standardized tools for monitoring of infrastructure.

In the event that a function has been affected by a breakdown in operation, an alarm is generated that becomes the object of analysis of the degree of impact of breakdown on the client. Such an alarm is regarded as a fault and is classified in accordance with Section 4 Faults and Classification.

4.2 Service window

A service window is the time when Vergic may perform planned maintenance actions on the Service. Maintenance is carried out either in a planned service window or in a called service window. Vergic informs stated contact persons at the Purchaser when service windows are utilized.

4.2.1 Planned service window

Vergic makes use of service windows for planned maintenance. The period for a planned service window is 22.00–06.00. Performance of the services is adversely affected during this time.

4.2.2 Called service window

A called service window may occur at any time. In exceptional cases Vergic may be forced to make use of a called service window to deal with critical operational problems.

If Vergic needs to make use of a called service window, the Purchaser must be contacted beforehand.

4.3 Service information

Vergic is responsible for:

- Planned work that may affect the Purchaser's facilities and communication networks being notified within the time limits stated in 4.2, Service window above
- Informing the Customer of interruptions of operation affecting the Service* within one hour during office hours

*In the event of critical interruptions of operation Vergic informs designated contact persons at the Purchaser continuously.

5 FAULTS AND FAULT CLASSIFICATION

A fault is a disturbance to functions of the Service meaning that the Purchaser does not have access to agreed functionality. Faults in individual redundant components can be permitted provided function is not affected.

Faults are to be categorized at the time of fault reporting initially by the Purchaser, then by Vergic Service Desk as follows:

5.1 Impact

Impact is based on three different factors:

- Proportion of users affected by the total number of users for an affected service
- How the incident affects the Purchaser's activities
- Level of seriousness for incidents with demonstrated security risk/security breach.

The table below describes the classification of incidents with examples of incidents and classification

| Extensive | Large | Medium | Small |
|--|--|--|----------------------------------|
| Incident affecting >75% of users | Incident affecting >50% of users | Incident affecting >25% of users | Incident affecting <25% of users |
| Total interruption of the Service | Attempted breach of data security | Incidents relating to account management | Normal User issues |
| Uncontrolled spread of virus | Minor disturbance due to spread of virus | Bogus virus warnings | |
| Loss of information that cannot be recreated | | | |
| Change of information in production data | | | |

5.2 Urgency

Urgency depends on how urgent an incident case is. The procedure is based on three different factors and is affected by:

- When in time the incident occurs in relation to opening hours for the Service
- How urgent the user states that the incident case is
- How extensive the interruption to the Service is

Faults classified as Critical or High priority according to the table above can be reported online but have to be verified by a phone call to the Service Desk to ensure action. The fault is dealt with during the fault remediation period. The table below describes urgency with examples of incidents.

| Critical | High | Medium | Low |
|---|---|--|---|
| Incident with proven security risk of security breach | The incident occurs during or close to opening hours for the Service | The incident does not occur close to opening hours for the Service | The incident is not linked to the opening hours for the Service |
| Total interruptions of the Service or interruptions to a critical part of the Service | Users state that the case is critical, e.g. users not being able to utilize the service | Interruption of part of the Service that is not critical | Non-urgent incident |
| Uncontrolled spread of virus | | Bogus virus warnings | |
| Loss of information that cannot be recreated | | | |
| Change of information in production data | | | |

5.3 Prioritization

The combination of Impact and Urgency produces the following prioritization for action in response to incident

| | Extensive | Large | Medium | Small |
|----------|-----------|----------|--------|--------|
| Critical | Critical | Critical | High | High |
| High | Critical | High | High | Medium |
| Medium | High | Medium | Medium | Medium |
| Low | Medium | Low | Low | Low |

6 SERVICE AND FAULT REMEDIATION TIMES

Service time means during that time the service is normally to be available to users.

Fault remediation time means the time during which the Vergic Service Desk carries out incident management (fault remediation).

Response time means time within which fault remediation/incident management have to have been started.

6.1 Service time

The Service is normally available seven days a week, 365 days a year. Service time, i.e. availability of the Service, is 99.8%. The Service not being available is defined as a total interruption of the Service affecting >75% of the users.

Time to be regarded as excepted in calculation of availability of the Service is made up of:

- Delays in maintenance or fault remediation caused by the Purchaser not having followed procedures agreed between the parties, see 1.2 and 2.
- Unavailability caused by planned maintenance within the terms stated in clause 4.2 Service window
- Fault or other circumstance that has arisen in the Customer's environment outside Vergic's areas of responsibility and generating fault in or interruption of the Service

6.2 Fault remediation time

Incident management is carried out by the Vergic Service Desk (1st line) Monday – Friday except public holidays 08.00 – 17.00.

The 2nd and 3rd line support of the Service is open Monday – Friday except public holidays 08.00 – 17.00.

Expanded fault remediation times can be agreed separately.

6.3 Response time

Response time is measured during the time stated in clause 5.2 Fault remediation time above. Expanded Response time can be agreed separately. Response time is based on clause 4.3 Prioritization, and response times are shown in the table below.

| Priority | Response time |
|----------|---------------|
| Critical | 2 hours |
| High | 4 hours |
| Medium | 3 days |
| Low | 5 days |

7 SERVICE CREDIT

In case of the service not being available as set forth under 6.1 above the customer has the right to a so-called Service Credit.

7.1 Service Credit

1. For service credit to be considered, an incident must have been submitted and classified during fault remediation time
2. This SLA and any applicable claim for a service credit do not apply for any performance or availability problem due to factors outside of Vergics control. For example:
 - Network or any other faults outside Vergics Hosting centre
 - A usage of the service in exceed of contracted volumes

7.2 Calculation of Service Credit

Calculation of Servicing time and, if appropriate, Service Credit is done monthly in arrears.

Monthly Servicing time for the service is calculated as maximum available minutes (as defined under 6 above) minus downtime divided with the maximum available minutes. Monthly servicing time in per cent is calculated through the following formula:

$$\text{Monthly Servicing time \%} = \frac{\text{Maximum available minutes} - \text{Downtime}}{\text{Maximum available minutes}} \times 100$$

Service Credits is paid in accordance:

| Servicing time in percent | Service Credit in percent |
|---------------------------|---------------------------|
| >99,8 % | 0 % |
| 99 – 99,79 % | 5 % |
| 98 – 98,99 % | 10 % |
| 97 – 97,99 % | 15 % |
| <97 % | 20 % |

7.3 Basis for Service Credit

The basis for a Service Credit is the total amount of the Service charges that has been calculated as the cost for the Service during the month under which Service Credit has been calculated. Services included in the basis for Service Credit are:

1. Vergic Engage Platform
2. Vergic User licenses
3. In applicable cases, charges for dialogues
4. Vergic Cloud Service

Service Credit calculated as above is payable as a deduction on the following periodic invoice.