

Service Level Agreement

1. Definitions

1.1. All defined terms in this agreement shall have the meaning set out in the Terms and Conditions and Order Form, 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 customer's hardware, failure to install updates), such period will be considered a period of Uptime;

Defect Unexpected and reproducible behaviour against the design of the Service (so a reproducible "bug") if the User uses the supported hard- and software;

Incident an event whereby the Service is not operating as expected (including a Defect), and (if raised by the Customer) notified to ViriCiti as detailed herein;

Patch means a mechanism for delivering a minor change to the Service;

Release means a change or enhancement in the functionality of the Service and/or the delivery of new features and functionality, or amended features and resolutions to Defects;

Scheduled Maintenance the planned and/or scheduled and/or preventative maintenance;

Support window For Customers outside of the US: Monday to Friday from 08:00 to 20:00 hours local time in the Netherlands (excluding any Dutch public holidays) and for US Customers from 9 AM to 5.30 PM Pacific Standard Time (excluding any Californian public holidays);

Terms and Conditions ViriCiti's terms and conditions;

User 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 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. In formula: Uptime = all hours – downtime hours – hours of Scheduled Maintenance.
- 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 of that month, times 100%. In formula: Uptime / (all hours – Scheduled maintenance)*100%.

2.4. Each calendar year/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 are expressed as a percentage of the yearly Fee and will be credited to the next invoice issued to Customer; if no such next invoice is to be issued to Customer, ViriCiti will reimburse the amount of the Service credits to Customer.

3. Incident Management

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

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

3.3. ViriCiti shall provide Customer 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 the Customer.

3.5. Support is accessible as follows:

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 (forty five) minutes, emergency support will be in English.

Service level commitment ViriCiti will provide continuous support (24 x 7) 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 (ninety) minutes.

Service level commitment ViriCiti will provide continuous support during local Support Hours 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.

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 (eight) Support Hours.

Service level commitment ViriCiti will work during Support Hours 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(thirty six) Support Hours.

Service level commitment ViriCiti will work during Support Hours 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 >14 days and <4 weeks: 30% service credit regarding any Incident.

Resolution >4 weeks: 30% service credit until the resolution in the event of a Severity 3 or 4 Incident and 100% until the resolution in the event of a Severity 2 Incident.

4. Hardware failures

4.1. A defect in any the boxes 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 box 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 Customer 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 Customer.

4.3. The following service credits shall apply in the event ViriCiti fails to repair a box in time:

Delayed repair by:	Service credits
5 days late	5%;
10 days or more late	10%;

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.

- 5.2. ViriCiti will provide a reasonable amount of advance notice to Customer 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 Customer 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 the Customer'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 the Customer to receive a service credit, the Customer 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 Customer are not applicable.