



MONITOR SERVICE LEVELS

SCHEDULE SLA, MONITOR SERVICE LEVELS

SERVICE LEVELS

1. INTRODUCTION AND CONTRACTUAL FRAMEWORK

- 1.1 This is Schedule SLA to the Software license and support agreement (the “**Agreement**”) between Monitor and the Customer (each as defined in the Agreement) and is an integral part of the Agreement.
- 1.2 The purpose of this Schedule SLA is to outline the Service Levels, i.e., to:
- (a) list the service quality indicators defined in the Agreement; and
 - (b) define the normative values to be achieved.
- 1.3 Capitalized terms used in this Schedule SLA shall have the respective meanings assigned to them in the Agreement.

2. DEFINITIONS

For the purposes of the Service Levels, the following terms shall have the following meanings when used in this Schedule SLA:

“**Answer Time**” means the time taken by Monitor until presenting an answer to a support question from a User of the ERP System;

“**Development Time**” means the time taken by Monitor until a resolution to accomplish Error Resolution in relation to a specific Error has been developed;

“**Error Identification Time**” means the time taken by Monitor until the cause of a specific Error has been identified and reported to the Customer;

“**Error Resolution Time**” means in relation to a specific Error, the time taken by Monitor until Error Resolution is achieved in relation to such Error.

“**Initial Response Time**” means the time taken by Monitor to acknowledge receipt of a report of an Error or a Knowledge case;

“**Month**” means calendar month.

“**Service Uptime**” means availability of the application and database services at the Access Point.

3. PRIORITY ORDER OF SUPPORT MATTERS

Monitor (in its sole discretion) classifies the severity of each support matter reported to Monitor based on the impact of the relevant problem for the Customer in accordance with the following priority order:

| Priority | Definitions |
|-----------------|--|
| <i>Critical</i> | The ERP System is unavailable for all of the Customer's Users. The Customer's critical business functions are unavailable. The Customer is prevented from continuing its production due to the Error. The Customer is prevented from invoicing its customers due to the Error. The Customer is prevented from delivering its products to its customers due to the Error. |
| <i>High</i> | Vital functions in the ERP System are unavailable to the Customer. |
| <i>Medium</i> | For knowledge cases, as referred to in Section 3.2 below, normal support cases. For Errors, (i) vital functions of the ERP System cannot be used by the Customer without complications or (ii) non-vital functions of the ERP System are unavailable to the Customer. |
| <i>Low</i> | Bugs/defects/issues or missing functionality where a work-around is available or the Customer's daily operation of the ERP System is otherwise substantially maintained. |

4. SUPPORT MATTERS SERVICE LEVELS

4.1 Knowledge cases

For support matters that can be solved by answering questions from Users or that otherwise can be addressed by the Monitor Support Center without involving its development unit (as determined by Monitor in its sole discretion), Monitor has the ambition to meet the following service levels.

| Priority | Maximum Initial Response Time | Maximum Answer Time |
|----------|--------------------------------|---------------------|
| Critical | 4 hours (during Business Days) | 1 Business Day |
| High | 1 Business Day | 2 Business Days |
| Medium | 1 Business Day | 3 Business Days |

| Priority | Maximum Initial Response Time | Maximum Answer Time |
|----------|-------------------------------|---------------------|
| Low | 1 Business Day | 5 Business Days |

4.2 Error Resolution

For support matters relating to an Error in the ERP System, i.e., that require adjustments of the ERP System (as determined by Monitor in its sole discretion), Monitor has the ambition to meet the following service levels.

| Priority | Maximum Initial Response Time | Maximum Error Identification Time | Maximum Development Time | Maximum time to Error Resolution |
|-----------------------|--------------------------------|-----------------------------------|--------------------------|----------------------------------|
| Critical ¹ | 4 hours (during Business Days) | 1 Business Day | 10 Business Days | 11 Business Days |
| High | 1 Business Day | 10 Business Days | 15 Business Days | 25 Business Days |
| Medium | 1 Business Day | 20 Business Days | 40 Business Days | 60 Business Days |
| Low | 1 Business Day | No commitment | | |

All error resolutions are released in accordance with scheduled versions and patches in line with Schedule Ts&Cs, Monitor General Terms and Conditions, Section 4 – Updates.

4.3 Other support matters

- 4.3.1 Other support matters, that are not a knowledge case or Error Resolution in accordance with Sections 4.1 and 4.2 above, are handled by Monitor on a best efforts basis, but are not subject to service levels commitments.
- 4.3.2 If the support matter involves a request for a development of the ERP System, such request will be transferred to and managed in Monitor’s portal for Customer requests currently called the “Monitor Idea Forum”.
- 4.3.3 If a support matter involves a need for training of Users, such training will be managed by Monitor’s training team and will be subject to additional fees in accordance with Monitor’s from time-to-time applicable price list.

¹ A temporary resolution or work-around to be presented within 1 Business Day and a final resolution shall be developed within 10 Business Days and shall be included in the next patch.

5. MONITOR CLOUD SERVICE LEVELS

5.1 Service Uptime undertaking

5.1.1 The Service Uptime of the Monitor Cloud Service is a minimum of 99.9 percent, based on a 24/7 timescale (24 hours a day, 7 days a week).

5.1.2 Service Uptime is measured for the application service, database service and availability of the hosted ERP System’s public facing end points, based on the following calculation:

$$\left(\frac{\text{Maximum uptime} - \text{Downtime} - \text{Planned downtime}}{\text{Maximum uptime} - \text{Planned downtime}} \right) \times 100$$

5.2 Price reduction if Monitor Cloud Service Levels are not met

5.2.1 Subject to the terms for non-compliance with Service Levels as set out in the Monitor Terms and Conditions, the Customer shall be entitled to the following price reduction if Monitor fail to meet the Monitor Cloud Service Levels:

| Uptime (per Month) | Price reduction (% of monthly cost) |
|--------------------|-------------------------------------|
| <99.9 % | 10 % |
| <99 % | 25 % |
| <95 % | 50 % |
| <90 % | 100 % |