

## **ANNEX: SERVICE LEVEL AGREEMENT (SLA)**

### 1. Introduction.

This Annex (Service Level Agreement (SLA)) describes the Remedial Maintenance to be provided to Customer by MobieTrain pursuant to the Agreement.

### 2. Definitions.

The following definitions shall apply in addition to the definitions set out in Article 1 of the Agreement:

**“Current Version”** means the latest version of the Software licensed to Customer.

**“Customisations”** means software and documentation deliverables in respect of the Software, developed by Mobietrain upon Customer's request and charged to the Customer on a time and material basis, as set forth in Section 4 of this Annex (Service Level Agreement (SLA)).

**“Days of Coverage”** means Monday through Friday, Belgian legal Holidays excluded, as regards Priority Level 1, 2 and 3 errors.

**“Error”** means a defect in the Software. Errors may be categorised by MobieTrain as Incidents or Problems.

**“General Support”** means any work performed under this Annex (Service Level Agreement (SLA)) that is not defined as Remedial Maintenance and as such is out of scope of Remedial Maintenance.

**“Hours of Coverage”** means from 9:00 AM to 5:00 PM CET during the Days of Coverage as regards Priority Level 1, 2 and 3 Incidents.

**“Incidents”** means, in general, each report, question, request, complaint or observation about the Software, within the scope of the Agreement, in particular, each production call raised in the helpdesk portal about perceived incorrect behaviour of the Software or the Software infrastructure.

**“Priority Level”** means the level assigned by Customer to a reported Error based on the description of the Error as set forth in Section 3 of this Annex (Service Level Agreement (SLA)).

**“Problems”** means a cause of one or more Incidents. The cause is not usually known at the time a call is recorded, and the problem management process is responsible for further investigation and rectification.

**“Resolution Time”** means the target resolution time associated with a Priority Level as set forth in Section 3 of this Annex (Service Level Agreement (SLA)).

**“Response Time”** means the target response time associated with a Priority Level as set forth in Section 3 of this Annex (Service Level Agreement (SLA)).

**“Remedial Maintenance”** means the services described in Section 3 of this Annex (Service Level Agreement (SLA)) that MobieTrain will provide to Customer.

**“Support Services”** means Remedial Maintenance and General Support.

**“Uptime”** means the % of time our system is available as set forth in Section 3 of this Annex (Service Level Agreement (SLA)).

3. Remedial Maintenance.

(a) MobieTrain shall, during the Term, provide the Remedial Maintenance described in this Section 3 of this Annex (Service Level Agreement (SLA)) to Customer. Such Remedial Maintenance shall be available to Customer during the Hours of Coverage. MobieTrain shall only be obligated to provide Remedial Maintenance in respect of the Current Version of the Software.

(b) Customer shall use its reasonable efforts to provide MobieTrain with the required access and assistance in a timely fashion in accordance with its obligations set out herein (including under Section 4 of this Annex (Service Level Agreement (SLA))). MobieTrain shall investigate and rectify an Error reported to MobieTrain by Customer hereunder in accordance with the applicable Priority Levels, Response Times and Resolution Times set forth below, provided that (i) such Response Times and Resolution Times shall apply only for as long as Customer is using the Software (and Customisations, where applicable) in connection with the Documentation, (ii) MobieTrain shall have no obligation to rectify an Error not caused by the Software (or Customisations, where applicable), (iii) the Error can be reproduced. Any support activity which is not related to a defined Error (e.g. (without being limitative) a suggestion or enquiry) shall be deemed not to have a Priority Level assigned to it.

As regards Response Times and Resolution Times, this Annex (Service Level Agreement (SLA)) distinguishes between Incidents and Problems:

Priority / Response Time-Resolution Time for Incidents\*

Priority Level	Response Time	Resolution Time
1 - High	<24 hours	<1 business day
2 – Medium	<24 hours	Between 3-5 business days
3 - Low	<24 hours	To be communicated, depending on first available spot in next releases; releases are every two weeks

**Important note – Uptime guarantee of 99.5%:**

**The above resolution times relate to incidents for which the solution is completely in our control. Since we are dependent on third party suppliers (in particular Google Cloud for the hosting) we cannot guarantee the above resolution times at all times. In case of system failures, we can only guarantee an uptime of 99.5% and not the resolution times above.**

Definition of Priority Levels:

Level	Description*
1 - High	Total Software application system unavailable
	Major Software business function unavailable causing critical impact to business operations
	Critical performance degradation to all users

	Significant parts of Software unavailable
	Some Software functions unavailable causing significant impact to some business operations
	Significant performance degradation to all users
2 - Medium	Non-critical part of Software unavailable
	Some Software functions unavailable causing insignificant impact to business operations
	Work-around is available
3 – Low	Non-critical problem
	Work-around is available
	Insignificant performance degradation
	Minor inconvenience
	Minor problem
	Problem of presentation or documentation error
(non-bug)	Changed specification
	Enquiry
	Suggestion
	Request for change
	Impact analysis

\*References to “Software” shall include references to “Customisations”, where applicable.

- (c) During the Term MobieTrain shall provide Customer with patches, updates and upgrades to the Software.
- (d) Remedial Maintenance shall be provided with respect to the Software and Documentation.

4. General support.

Any service that is performed under this Annex (Service Level Agreement (SLA)) by MobieTrain but which is not listed under Sections 3 (a) through 3 (c), shall be considered as ‘out of scope services’ (i.e. not included in the Remedial Maintenance but part of the General Support) and shall be charged to the Customer on a time and material basis at MobieTrain’s then current applicable rates or such other rates as may be agreed between the Parties.

General Support includes (non-exhaustive list):

- i. advice on how to rectify problems in areas other than the Software (such as but not limited to the modifications and/or enhancements made to the Software) which have lead to the Software being unable to be used;

- ii. changed specification, request for change, and impact analysis;
- iii. time spent and expenses incurred by MobieTrain in respect of onsite Customer support, if required for MobieTrain to be able to obtain the necessary diagnostic information in respect of a reported Error;
- iv. the provision, upon Customer's request, of documentation relating to the work performed by MobieTrain in respect of General Support;
- v. advice on how to rectify Errors that are attributable to (i) accidents, misuse, negligence or failure of Customer to follow instructions for proper use of the Software, (iii) failure by the Software to comply with environmental specifications, (iv) improper configuration of the Software other than an improper configuration performed in accordance with MobieTrain's specifications.

5. Customer Obligations and dependencies.

During the Term, Customer shall (i) provide MobieTrain with all relevant information when reporting an Error, including, without limitation, the name of the person reporting the Error, the date of the Error and a description of the Error and such other diagnostic information as may be available to Customer, (ii) provide all reasonable assistance necessary to reproduce and demonstrate any Error, (iii) supply MobieTrain with all documentation, test cases, sample data and anything else reasonably required by MobieTrain to investigate and rectify the reported Error (to the extent is input is available), and (iv) notify MobieTrain as soon as reasonably possible after the occurrence of any Error that requires Remedial Maintenance.

6. Procedure for requesting Support Services.

6.1 Customer shall appoint one or more representatives that are authorised to request Remedial Maintenance and/or General Support. Customer may replace its authorized representative from time to time by prior written notice to MobieTrain (including by email to the designated email address). Whenever Customer requires MobieTrain to perform either Remedial Maintenance or General Support pursuant to the provisions of this Annex (Service Level Agreement (SLA)), Customer shall submit a request by means of its authorised representative.

6.2 The service desk may be contacted directly by email, telephone or on-line. MobieTrain shall provide contact details for the service desk to Customer and shall notify Customer of any changes to those contact details. If available, Customer shall use the MobieTrain incident reporting tool when reporting Errors to the service desk, providing the necessary diagnostic information as per the terms of this Annex (Service Level Agreement (SLA)), provided that any Priority Level 1 and 2 Errors must be reported by telephone. In the event the MobieTrain incident reporting tool is unavailable, Customer shall provide MobieTrain with an electronic Error report by email, which, which shall be treated by MobieTrain as if it had been provided via the incident reporting tool.

6.3 The service desk contact details or as follows (as may be updated from time to time by Mobietrain:

Helpdesk Portal : <https://support.mobietrain.com>  
 Email\* : [support@mobietrain.com](mailto:support@mobietrain.com)  
 Telephone : +32 (0)492 089 444

Urgent Stand-by : +32 (0)476 84 96 47  
Telephone +32 (0)497 40 14 01

Email\*: email to be used only when the helpdesk portal is unavailable.

7. Effect of Termination.

Upon termination of the Agreement for whatever reason, MobieTrain shall be entitled to promptly cease to provide all Remedial Maintenance and General Support to Customer.