Service Level Agreement

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1) Definitions

    a) "Actual Uptime" shall mean the total minutes in the calendar month that the Service were actually made readily available on Service Provider's servers for access to Users for normal use. Does not include Internet and or network errors on the side of the Users.

    b) "Authorized Users" shall mean an administrator and/or editor role within the Service who has access to edit, maintain, distribute content and/or to create and delete users. (NOT: the app users, new hires and/or existing employees).

    c) "Business Day" shall mean any day from Monday to Friday 9:00 a.m. until 5:00 p.m. (CET time), with the exception of public holidays in the Netherlands.

    d) "Customer" shall mean the company that is represented by the Authorized Users, being the main contract party for the Service Provider.

    e) "Maintenance Window" shall mean the total minutes in the calendar month during which the Service Provider shall conduct maintenance to the Services. This will be communicated via email to Authorized Users.

    f) Platform means the Appical Platform, which is Appical's own software solution, which can be used to train personnel, e.g. for the 'onboarding' of new employees.

    g) "Service" shall mean the licence granting the use of the Platform and making the Platform online available for use by Customer, as well as the provision of the related support services as has been agreed between Service Provider and Customer.

    h) "Scheduled Downtime" shall mean the total minutes in the calendar month represented by the Maintenance Window.

    i) "Scheduled Uptime" shall mean the total minutes in the calendar month less the total minutes represented by the Scheduled Downtime.

    j) "Service Provider" shall mean Appical B.V., the company that is providing the Customer with access to the Service.

2) Software versions

The Service is updated on a monthly basis by Service Provider. All the updates are applicable to every Customer directly after the release.

3) Uptime

Service Provider shall use all reasonable endeavours to ensure that the Service is available to Customer 99.8% of the time, in any calendar month.

4) Maintenance

Service Provider shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure:

a)   the functionality of the Services, as described in the Statement of Work, is available to Authorized Users;

b)   the functionality of the Services is in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria.

c)   the Service Level Standards (described below) can be achieved; and

d)   the Service works with the then-current version and minimal the one prior versions of iOS, Android, Internet Explorer (MS Edge), Mozilla Firefox, and Google Chrome Internet browsers.

Maintenance Window is not counted when calculating Actual Uptime. Maintenance can be scheduled daily between 04:00 and 07:00. Maintenance will be announced via email ten (10) days in advance. Maintenance considered urgent by Appical can also be carried out outside the maintenance window. Appical will use all reasonable endeavours to announce this maintenance via its website in advance to the Customer.

In addition to scheduled maintenance, the following events will not be counted when calculating Actual Uptime:

(i)   failure attributable to actions on the part of the Customer, including any failure caused by Customer-specific applications;

(ii)   failure attributable to hackers, sabotage, viruses or any other type of harmful actions carried out by a third party;

(iii)   DNS issues beyond Appical's control;

(iv)   failure due to disruptions on the internet beyond Appical's control;

(v)   failure resulting from fire, explosions or any other case of force majeure; and

(vi)   failure of the support portal (http://support.appical.net/en/)

5) Technical Support Description

Service Provider will provide Customer email support ("Technical Support") any day from Monday to Friday 9:30 a.m. until 5:00 p.m. (CET time), with the exception of public holidays in the Netherlands (collectively: "Normal Business Hours"). Unless otherwise noted, all of the times referenced in this paragraph shall be "CET Time." Technical Support will include any research and resolution activity performed by Service Provider.

6) Customer Administrator

Customer shall communicate to Service Provider the name of at least one employee as contact person for Service Provider. Only an Authorized User is entitled to inform Service Provider about errors, except as set forth in this Agreement.

7) Request for Technical Support

An Authorized User can make a request by submitting a request via Service Provider's customer service portal and/or email address support@appical.net. The Technical Support staff shall assign a Technical Support Priority Level (as defined herein) to the request indicated by the Authorized User.

8) Resolution

Service Provider is obliged to remedy the errors or defects found in accordance with the Technical Support Priority Levels. For the avoidance of doubt, Service Provider is not obliged to remedy any errors or defects that are caused (in full or in part) by unauthorized alterations or modifications to the Services made by Customer or due to the Customer's equipment or facilities or Customer's gross negligence and/or wilful misconduct. The obligation of the Service Provider to remedy the error or defect is deemed to be fulfilled if instead of an error correction a permanent workaround is available according to the mentioned timelines in article 10. Service Provider can refuse to remedy the defect if and so long as the Customer is ninety (90) calendar days or more in arrears with respect to unpaid and undisputed amounts due to Service Provider.

9) Definition of Customer data tele

"Customer Data" shall include: (a) Customer's data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information collected, used, processed, stored, or generated as a result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's first name, second name, e-mail, geo-location, telephone number, or an individual's name in combination with any other of the elements listed herein.

10) Response Time and Technical Support Priority Levels

Security Level	Severity Level Description	Response	Time for Response
1	**Critical:** - Reported problems preventing all useful work from being done or potential data loss or corruption. - Security Incidents are considered Severity Level 1. - Inability to use has a critical impact on clients operations. - No workaround is available.	Acknowledgement	Within normal business hours: 2 hours
			Outside normal business hours: 16 hours
		Workaround, temporary fix	Less than 48 hours
		Final fix, update or new release	No more than 72 hours
		Communications	Every 4 hours
2	**Urgent:** - Major functionality is impacted or significant performance degradation is experienced. - Issue is persistent and affects many users and/or major functionality. - No reasonable workaround is available.	Acknowledgement	Within normal business hours: 4 hours
			Outside normal business hours: 18 hours
		Workaround, temporary fix	Less than 72 hours
		Final fix, update or new release	Less than 8 days
		Communications	Every 48 hours
3	**High:** - System performance issue or bug affecting some, but not all users. **-** Short term workaround is available.	Acknowledgement	Within normal business hours: 8 hours
			Outside normal business hours: 22 hours
		Workaround, temporary fix	Less than 5 days
		Final fix, update or new release	Less than 42 days
		Communications	Weekly
4	**Standard** - Inquiry regarding a routine technical issue. - Information requested on application capabilities, navigation, installation or configuration.	Acknowledgement	Within 24 hours
		Workaround, temporary fix	N/A

- Bug affecting a small number of users. - Reasonable workaround is available. - Resolution required as soon as reasonably practicable. - Appical Editor Assist cases are, by definition, Level 4.	Final fix, update or new release	Future release
	Communications	Following the release

11) Failure to Meet Service Level Standards

In the event Appical does not meet the response time mentioned in article 10, Appical shall use its best efforts to ensure that any unmet Service Level Standard is subsequently met.

Notwithstanding the foregoing, Appical will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of the Service.

Customer shall have, as its sole remedy under the Agreement, the right to a return of any prepaid fees (strictly related to the prepaid license fees and capped on the duration of the failure where Appical fails to meet any Service Level Standard to such an extent that Customer's ability, to use the Services is materially disrupted. The aforementioned is not applicable to force majeure events and external errors outside the reach of influence of Appical, such as electricity shutdown, instant downtime of Service Provider's server.

The calculation is as follows:

Example: In case of failure to meet the Service Level Standard by Appical of one (1) Business Day. Customer paid a prepaid fee of EUR 2,500. One (1) Business Day failure related to on average 20 Business Days on a monthly basis: 1/20 x EUR 2,500 = EUR 125. Service Provider will repay EUR 125,- of the prepaid fee to the Customer.