SERVICE LEVEL AGREEMENT (SLA) & SUPPORT

TECHNIA SaaS Agreement

(version: 2023.1.0)

1. Definitions

"Agreed Availability" shall mean that the Service is available 24 hours per day 7 days a week except for Planned Maintenance and is measured in hours per month.

"**Basic Period**" shall mean weekdays (Monday – Friday) 04:00 – 17:00 CET. For public holidays in Sweden, the base period may be reduced.

"**Downtime**" means a period of time during which Service has stopped and your users are unable to use all aspects of the Service for which they have permissions. Downtime does not include the period of time when the Service is not available because of:

- Planned Service Interruptions;
- events or causes beyond Supplier's control (e.g., natural disaster, internet outages, cloud provider emergency maintenance, etc.);
- problems with Customer's customizations or data, or a third party's applications or data;
- Customer's failure to adhere to required system configurations and supported platforms for accessing the Service; or
- Supplier's compliance with any designs, specifications, or instructions that Customer provided to Supplier or a third party provides to Supplier on Customer's behalf.

"Response time" shall mean the time from which the Supplier is notified of an Incident to the point in time when the Supplier starts working to resolve the Incident.

"Incident" shall mean an unplanned interruption to the Service or reduction in the quality of the Service reported by the Customer or automatically detected and reported by the supplier.

"Defect" is any consistently reproducible nonconformity with product definitions as described in applicable documentation.

"Planned Service Interruption" time means the period of time necessary to interrupt the Online Services in order to perform scheduled preventive or corrective maintenance, as well as back-ups. Interruptions for i) preventive or corrective maintenance shall last a maximum of four (4) hours per month and planned one (1) week in advance, and ii) back-ups shall last a maximum of one (1) hour per day when performed during Customer's business hours. The Planned Service Interruption events shall not be considered for any SLA calculations. TECHNIA will notify the customer of any update to the hosted applications, that will result in a significant change in application behavior, at a minimum of one week in advance of the changes. If the Service is dependent on a customer locally installed software to function, and an update of the Service requires an update of such software, TECHNIA will notify the customer according to above. Installing end user software updates is the sole responsibility of the customer.

"Emergency Service Interruption" may happen at any time without notice in order to fix a critical problem. Critical problems may include, without limitation i) attacks on the Online Services (including a denial of service attack), ii) Customer's use of Online Services disrupting Online Services or creating a security risk to TECHNIA or to any TECHNIA customer, iii) harming of TECHNIA systems or any TECHNIA customer's systems or iv) creating a likely risk of the foregoing, or v) using the Online Services for fraudulent or illegal activities.

"**Online Service Update**" Upgrades will be performed during the normal planned outage times to minimize disruption. Installation of security patches may require less than the standard one week notice.

"**Resolution**" shall mean a permanent solution, a temporary solution, a workaround, or an action plan which shall define expected time-frame for solution.

"**Resolution Time**" means the time from which the Supplier is notified of an Incident to the point in time when the incident has a Resolution.

"**User Support**" Assistance and help to enable correct and efficient use of the service(s) – not including more time-consuming training and consulting services.

2. Service Availability - SLA

The supplier is responsible for maintenance of the Service and strive to have the Service available to the customer 24 hours a day with general availability of 99% or better within Agreed Availability on a monthly basis.

Service availability is calculated as the average by calendar month. When up-time is less than 99.5% (excluding Planned Service Interruptions, Emergency Service Interruptions and/or Customer requests), the Customer is entitled to put forward a request for refund according to the table below.

a. To submit a Claim, customer must log a Severity 0 support ticket (as defined below in the Support & incident management section) for each incident with the TECHNIA Customer Care, within twenty-four (24) hours of your first becoming aware that the incident has impacted your use of the Service.
b. The customer must provide all necessary information about the incident and reasonably assist TECHNIA with the diagnosis and resolution of the incident. The right to refund will be voided if the request for refund is not submitted within three (3) business days after the end of the calendar month in which the incident arose.
c. Refunds are based on the duration of the Downtime measured from the time you report that you were first impacted by the Downtime. For each valid request for refund TECHNIA will apply the highest applicable refund based on the achieved Service Level during each calendar month, as shown in the table below. TECHNIA will not be liable for multiple refunds for the same incident in the same calendar month.
d. The refund is a percentage on monthly basis calculated by the yearly subscription fee divided by month (e.g. 0.3*YSC/12). The total refund awarded with respect to any month shall not, under any circumstance, exceed 2 percent (2%) of one twelfth (1/12th) of the annual charge paid by you to TECHNIA for the Service.

Uptime %	Refund
95%-99%	2%
90%-95%	5%
<90.00%	10%

For the avoidance of doubt, any electrical, utility or telecommunication outages, or significant telecommunication performance degradation, shall not constitute reasons under TECHNIA' exclusive control.

3. Support & incident management

The Supplier will maintain a platform for support and incident reporting. Registered customer administrators of the Service have access to the support platform.

User Support are available via TECHNIA Customer Care portal and email (support@technia.com) during the defined basic period. In addition, knowledge base articles and FAQ databases of common and known issues are available through the company support pages on internet.

An emergency number is available for reporting of severe incidents or service disruptions that occur outside the defined base period. Up to date information will be available on the company support pages on internet.

Incident priority classifications is defined as below:

- Priority 0 (Blocker): System down
- Priority 1 (Critical): Service is not available for large number of users and/or has significant impact to perform normal business.
- Priority 2 (Medium): Service is not available for limited number of users and/or has direct impact to perform normal business.
- Priority 3 (Minor): Incident has little impact on normal business and is not time sensitive.

The following table describes the Response Time and Resolution Times:

Incident Priority	Incident Response Time*	Defect Target Resolution Time*
0 (Blocker)	1 Hour	8 Hours
1 (Critical)	2 Hour	24 Hours
2 (Medium)	4 Hours	In future release
3 (Minor)	8 Hours	In future release
*All times are measured within the Basic Period. The target resolution plan for Defects, will be determined upon reproduction of the incident.		

If failure to meet the agreed service levels continues for more than five months during any 12- month period, then the Customer shall within thirty (30) days of such failure have the option to terminate the Agreement, in whole or in part.