

Ublion standard service level Agreement for AxxilaHQ

Van Heemstraweg 2A, Zaltbommel, The Netherlands

Coc: 66318874

VAT: NL856492838B01

BANK: NL96 KNAB 0257 4090 17

BIC/SWIFT: KNABNL2H

Publication date: 10 January 2022

Effective date: 1 February 2022

THE STANDARD SLA IS APPLICABLE TO ALL AXXILAHQ EDITIONS

1. Service Level Agreement (SLA)

1.1. The Articles below apply to the provision of AxxilaHQ service and support of the Ublion basic AxxilaHQ services.

2. Definitions

2.1. Response time: the time that elapses between the receipt of a notification and the time within which Ublion provides the Support.

2.2. Service Hours: Ublion uses the following usual office hours (08.30-17.00 CET) for clients within the CET region from Monday to Friday. Dutch public holidays are excluded.

2.3. Special service Hours: All hours in a day outside the service Hours.

2.3. Support: Providing general assistance on the telephone, e-mail or ticket.

2.4. Report: A Report in the Category A, B, C or D, separately or jointly.

2.5. Category A notification: The AxxilaHQ service is completely inaccessible due to a defect on the part of Ublion or the AxxilaHQ service has come to a halt altogether. It is not possible to work with the system normally, nor with any adjustment or program redirection.

2.6. Category B notification: A problem that causes a serious application error, which may jeopardize the progress of an essential processing period, but does not stop the entire AxxilaHQ service. If not via any modification or program diversion, a large part of the AxxilaHQ service can still be used.

2.7. Category C notification: A non-material problem in the AxxilaHQ service that requires an immediate response from Ublion.

2.8. Category D notification: All questions and requests for information about the use or implementation of the AxxilaHQ service.

3. Response times

3.1 Support is available for all Reporting Categories during service Hours, with the following Response Times for all Categories: Category A: 2 hours, Category B: 4 hours, Category C: 1 business day and Category D: 3 business days.

3.2. With the exception of customizations and implementation services, Support takes remote place because the service is offered from a central location, via a generic and uniform version. If on-site assistance is desired, an appointment can be made separately in mutual consultation at the then applicable consultancy rate for the Client.

3.3. The Client will allow Ublion the necessary access to the environment (tenant, data, connections, orchestration, software) of the Client, and allow the necessary change to be made if this is required for resolving the Report.

3.4. The customer will arrange for at least 1 contact person, who is well aware of the AxxilaHQ service and who can be addressed as the main contact person or deputy main contact person or who can be relieved.

4. Making a Report

4.1. Reports to Ublion can only be made by the Administrator who acts as a contact person to Ublion.

4.2. Other Users are not allowed to report to Ublion.

4.3. Category A and B reports can be made by telephone or e-mail.

4.4. Category C and D reports can only be made by e-mail.

4.5. Ublion is not liable for the malfunctioning of the messages, the operation of the general telecom services, such as provided by a telecom company or the correct functioning of the telecom equipment of the Customer.

5. Accessibility

5.1. Ublion guarantees the accessibility of the system that is related to the service. The accessibility calculation is based on qualified incidents that have been reported to Ublion as such by the Administrator. If it is not possible for the Users to reach the system via the Internet, the Owner and / or Administrator must state this.

5.2. Ublion guarantees a minimum of 99.95% up-time on average per month of service.

5.3. Ublion is free to determine which person will address the Customer or to attempt to resolve the Report. The customer cannot stipulate a specific person when speaking or serving.

6. Internet access and performance

6.1. Ublion guarantees the data regarding uptime (availability), as stated in this AxxilaHQ service Level Agreement.

6.2. Ublion guarantees operation of the AxxilaHQ services according to the “best effort” principle.

7. Reliability and safety

7.1. In the case Ublion is a processing AxxilaHQ service with a maximum of 96 hours of storage, the customer cannot request the replacement of a backup copy. The customer simply has to resubmit his data.

7.2. The Ublion AxxilaHQ service is offered via servers and data centers. The location (s) where the servers are running are adequately protected through a service agreement with the Data Center supplier (s) of Ublion. This includes the physical protection of the property and the protection of access by an unauthorized person.

7.3. The hardware support, fire protection, power failure and Internet access protection, firewall, security, data protection and data backup are directly the responsibility of Ublion.

8. Procedure in the event of failure or non-compliance with obligations

8.1. The overall liability of Ublion is completely excluded.

8.2. If Ublion demonstrably fails to meet its obligations, as stated in this AxxilaHQ service Level Agreement, the Customer must inform Ublion of this. In that case, Ublion has three (3) days to return the AxxilaHQ service to the level at least equal to the level as stated in this AxxilaHQ service Level Agreement, or the level for the stated shortcoming.

8.3. If Ublion cannot implement this correction in time, the Client must give Ublion written notice of default. Ublion then has seven (7) days to return the AxxilaHQ AxxilaHQ service to the level at least equal to the level as stated in this AxxilaHQ AxxilaHQ service Level Agreement, or the level for the first reported shortcoming.

8.4. In all cases, the Customer may immediately terminate the Agreement and Article 12.1 from the General Terms and Conditions may come into effect.