

Service Level Agreement

version 21.1

1. Interpretation, definitions and documents

- 1.1. The Service Level Agreement form an integral part of the Agreement concluded between Sitoo and the Merchant in terms of Sitoo's commitments of availability and Support.
- 1.2. The Service Level Agreement sets forth the Merchant's exclusive right to compensation, remedy and other penalties for operational disturbances, lack of accessibility, defects or interruptions in the Service.
- 1.3. Capitalized terms used in the Service Level Agreement, but not defined below, are defined in the Merchant Agreement document, the Terms of Service, or elsewhere in the Agreement. In addition, the following terms have the following meanings;

"Agreed Availability" shall have the meaning set out in Section 2.1;

"Availability" means that the Service is available for normal use by the Merchant at each measuring point;

"Availability Time" means twenty-four (24) hours a day during all days;

"Defect" shall have the meaning set out in Section 2.9;

"Downtime" means the time within the Availability Time in which the Availability is not fulfilled, however exempting Permitted Downtime and Service Windows. Downtime is calculated from the time when a Defect has been reported to and has been registered by Sitoo and until the time the Service is available again;

"Period" means a calendar quarter;

"Permitted Downtime" means the circumstances detailed under Section 2.5; and

"Service Windows" means a planned shutdown of the Service (or parts thereof).

2. Service level undertaking

Availability

- 2.1. The Agreed Availability and Availability Time for the Service is:

Availability Time	Agreed Availability
All days 00.00 - 24.00	99.9%

- 2.2. The Agreed Availability excludes Permitted Downtime and Service Windows. Further, the Agreed Availability does not apply in the Service's test environment.
- 2.3. The Agreed Availability is calculated in accordance with the following formula:
 - a) $\text{Availability in \%} = (P-L) \times 100/P$ where
 - b) **"P"** = Number of minutes during the Period
 - c) **"L"** = Downtime during the Period measured in minutes (except Permitted Downtime and Service Windows)

Measurement of Availability

- 2.4. Sitoo undertakes to measure Availability quarterly.

Permitted Downtime

- 2.5. The following circumstances constitute Permitted Downtime, which Sitoo may exclude from the Downtime upon the measurement of Availability; (i) circumstances outside Sitoo's responsibility and control, such as failure of communication services (e.g. the internet); (ii) Non-Sitoo Applications

and other third party products, services or applications for which Sitoo has not explicitly taken responsibility; (iii) interruptions, delays or similar obstacles caused by errors in the Merchant's equipment, such as Hardware and operating systems, software or communication services; (iv) interruptions, delays or similar obstacles caused by security, such as virus attacks or other attacks on the Merchant's security. Further, Sitoo cannot be held liable for interruptions linked to DoS attacks or the Merchant's software to prevent security breaches; (v) any other circumstance for which the Merchant has responsibility under the terms of the Agreement, or if the Merchant does not comply with Sitoo's instructions and recommendations; (vi) Service Windows and other downtime that the Merchant requests or which Sitoo deems necessary in order to prevent a virus or other security attacks; or (vii) Exempted circumstances pursuant to force majeure events, as described under the Terms of Service.

Service Windows

- 2.6. Sitoo is entitled to Service Windows, which generally shall not exceed one (1) Service Window during each Period. The Service Windows shall, to the extent possible, be planned during time periods when the Service generally is least used by customers.
- 2.7. Sitoo undertakes to inform the Merchant of a Service Window at least five (5) Working Days in advance.
- 2.8. The Service's offline mode is not affected by the Service Windows.

Defects

- 2.9. A "Defect" means that the Service does not fulfil the Availability, according to the table below:

Priority	Prio 1	Prio 2	Prio 3
Classification	Critical Defects	Severe Defects	Minor Defects
Description	A critical Defect that entails that the Service cannot be used, that the use is significantly hindered or that essential functions within the Service do not function, for example, to conduct sale transactions.	Means a Defect which entails that important functions in the Service cannot be used and that there is no workaround that can temporarily remedy the Defect.	Defects of less severe character, which do not materially impact normal use of the Service.
Impact	Is business critical for the Merchant.	Affects parts of the Merchant's business.	Affects the Merchant's business to a minor extent or to no extent at all.

- 2.10. Defects shall be reported to Sitoo's support. The contact details in respect of Support are set out in Section 3 below. The Merchant must ensure that Defects are reported in accordance with the agreed channels. The Merchant undertakes to include a short description of the Defect, contact details for the Users affected and to describe how the use of the Service is impaired.
- 2.11. The Parties have a common intention to resolve Prio 1 Defects within three (3) hours, if possible. When this is not possible, the Parties will endeavour to solve the Defect as soon as possible.
- 2.12. The parties have a common intention to resolve Prio 2 Defects within two to three (2-3) Working Days, if possible.
- 2.13. Sitoo does however not make any warranties or undertakings as regard any time period for resolving Defects.

- 2.14. If it turns out that the deficiency reported by the Customer or User is not attributable to the Service, Sitoo reserves the right to invoice the Customer for the cost of handling the Support case.

Availability report

- 2.15. If the Availability is less than the Agreed Availability during a Period, Sitoo shall report such deviation within thirty (30) days from the measurement of the Availability.
- 2.16. If the Availability is below the Agreed Availability, the Merchant is entitled to a price reduction of the Platform Fee, Client License Fee and Add-on Fee (if any) for affected stores, as set forth below:

Reduction level	Availability	Price reduction
1	Below 99,9% but over 99,0%	10% of the fees
2	Below 99,0% but over 98,0%	20% of the fees
3	Below 98,0% but over 97,0%	30% of the fees
4	Below 97,0% but over 96,0%	40% of the fees
5	Below 96,0% but over 95,0%	50% of the fees

- 2.17. If the Availability is below 95,0 percent during two (2) subsequent Periods, it shall be considered a material breach of the Agreement and the Merchant is entitled to terminate the Agreement with immediate effect.
- 2.18. The maximum price reduction that can be credited to the Merchant is fifty (50) percent of the Platform Fee, Client License Fee and Add-on Fee for each Period.
- 2.19. To avoid losing the right to a price reduction, the Merchant shall submit a claim for a price reduction no later than the end of the calendar month following the month in which the report is sent to the Merchant. In addition, the Merchant's account must be in good standing with all invoices paid and up to date.

3. Support

Reporting of Defects

- 3.1. In the event of a Defect, the Merchant shall report such Defect to Sitoo's support in accordance with this Section 3.
- 3.2. The Merchant shall notify Sitoo in writing by sending an e-mail to support@sitoo.com providing the details of the Defect.
- 3.3. Following sending such e-mail set out in Section 3.2, the Merchant may also report the Defect by calling Sitoo +46 8 500 093 00.

Administrator Support

- 3.4. The Administrator Support shall primarily be considered as a back-end and expert support that the Merchant's defined system administrators (i.e. non-store staff) may reach on questions regarding the backoffice and/or features of the Service.

Type	Scope and staffing	Opening hours and language	Contact details	Provider
<p>First line</p> <p>The first line Administrator Support is the Merchant's defined system administrators first point of contact. Further, Sitoo's support website provides web-based user manuals, guides and movies</p>	<p>The service desk within the first line Administrator Support concentrates on the most common questions. It will collect as much information and diagnostics about the incident as possible and try to resolve it immediately. If the first line support is unable to resolve the incident, it will escalate the incident to the second line Administrator Support</p>	<p>By email or phone all day every day (in English and Swedish)</p>	<p>Call +46 8 500 093 00; or e-mail to support@sitoo.com</p>	<p>Sitoo, or as otherwise agreed upon</p>
<p>Second line</p> <p>The second line support concentrates on more complex queries that couldn't be handled in first line Administrator Support</p>	<p>The second line Administrator Support is composed of the staff with greater technical skills than those of first line. If the second line support is unable to resolve the incident, it will escalate the incident to the third line Administrator Support</p>		<p>Provided following escalation from first line</p>	<p>Sitoo</p>
<p>Third line</p> <p>The third line Administrator Support deals with outlier cases, so complex that it could not be resolved by second line Administrator Support</p>	<p>The third line Administrator Support is managed by staff from Sitoo's Tech Teams</p>		<p>Provided following escalation from second line</p>	<p>Sitoo</p>

Store Support

- 3.5. The Store Support shall primarily be considered as a front line support that the Merchant's store associates may reach on questions regarding use of the Service's in-store clients.
- 3.6. For other matters than reporting of Defects, i.e. User guidance, the first line Store Support via phone is limited to ninety (90) minutes per store and calendar year.
- 3.7. The first line Store Support by phone is not limited during the first three (3) months following the first day of the Go-Live Period, but only intended for Support related cases and it is the responsibility of both Parties to ensure that the Support is not abused.
- 3.8. Sitoo measures the Support to the Merchant as a whole, but also measures individual stores separately in order to ensure that no individual store utilizes a disproportionate amount of store Support time. If it should occur, it is the responsibility of both Parties to implement sufficient actions in order to normalize the individual stores Support needs.

Type	Scope and staffing	Opening hours and language	Contact details	Provider
<p>First line</p> <p>The first line Store Support is the Merchant's store associates first point of contact. Further, Sitoo's support website provides web-based user manuals, guides and movies</p>	<p>The service desk within the first line Store Support concentrates on the most common questions. It will collect as much information and diagnostics about the incident as possible and try to resolve it immediately. If the first line support is unable to resolve the incident, it will escalate the incident to the second line Store Support</p>	<p>By email or phone all day every day (in English and Swedish)</p>	<p>Call +46 8 500 093 00; or e-mail to support@sitoo.com</p>	<p>Sitoo, or as otherwise agreed upon</p>
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