

Rego

Service Level Agreement (“SLA”)



Service Level Agreement

I. Availability

Availability is the period that the application(s) can actually be accessed by the Client. The Availability of the application(s) is defined as 99.5% of 7 days a week, 24 hours a day, 365 days per year, with the exception of any Scheduled Maintenance or downtime due to Force Majeure¹.

Scheduled Maintenance is the time period in which regular or scheduled maintenance can take place on the system and/or the application(s). Scheduled Maintenance shall be conducted between 6:00pm and 8:00am (Europe – GMT +1; United Kingdom – GMT; United States – EST) during weekdays and the full days on weekends and Proactis holidays. Except in the case of critical hotfixes, Proactis will inform the Client of any Scheduled Maintenance on the system or the application(s) at least forty-eight (48) hours in advance.

Proactis will monitor the Availability and provide a rebate, calculated as shown below, should the Availability performance fall below this target.

Proactis will provide monthly reports on the achieved Availability of the application when requested. Availability is calculated as follows:

$$\{(T - DT) / T\} * 100\%$$

Where:

T: total Availability for the month, and
DT: total downtime during the month

In which:

- only the components of Rego managed by Proactis are included in the calculation;
- non-Availability for planned downtime during the Scheduled Maintenance is not included in the calculation;
- non-Availability due to Force Majeure is not included in the calculation;
- non-Availability due to any failure in the elements of the Internet is not included in the calculation;
- non-Availability of non-production environments, including but not limited to, development, stage or test environments are not included in the calculation; and
- non-Availability due to modifications that the Client has implemented itself via a user's access to the application(s); or Client's failure to take avoidance actions or affirmative actions as specified by Proactis; or Client data issues where data is erroneous, corrupted, invalid or not in an agreed upon format are not included in the calculation.

¹ Force Majeure shall mean events or conditions beyond a Party's reasonable control and shall include, but is not limited to, embargoes, government measures, power failures, disruption of the internet outside the domain control of Proactis, major calamities in the hosting environment, war, revolution and/or any similar situation, defective goods, equipment or materials the usage of which the Client has prescribed to Proactis, explosion, water damage, lightning and storm damage, flooding and/or earthquakes/tremors. Both Availability and Support Services and Response Time do not apply under circumstances of Force Majeure.

If Availability deviates for two successive months from the agreed standard due to an attributable shortcoming of Proactis, Proactis will draw up an improvement plan. If, for the subsequent two month period the agreed standard is not met, Proactis will apply a discount structure to the SaaS fee in conformity with the following table. The relevant discount will be calculated on the monthly amount for the month(s) in which the breach has been observed:

Service levels	Measured Availability	Discount
Availability of the Application(s)	99.5% - 100%	0%
Availability of the Application(s)	97% - 99.5%	10%
Availability of the Application(s)	95% - 97%	15%
Availability of the Application(s)	< 95%	20%

II. Support Services and Response Time

During the term of the Agreement, the Proactis service desk will be available to the Client for the reporting and management of issues relating to the maintenance and support of the application(s).

Standard Support Times

The Proactis service desk will provide technical assistance for the application(s) electronically and via telephone during its normal working hours identified in the standard support time chart below. Standard support is not available on Proactis holidays.

Standard Support Time Chart			
Region	Local Hours	Time Zone	Language Support
Europe	Monday through Friday 9:00am – 5:30pm	GMT +1H (Brussels)	English, French, German
United Kingdom	Monday through Friday 9:00am- 5:30pm	GMT	English
United States	Monday through Friday 8:00am -8:00pm	EST	English

Recording an Issue

During the term of the Agreement, Proactis shall investigate any issues reported by the Client of any defect in the application(s) which involves a material failure of the application(s) or degradation of any material functionality specified the application(s) documentation.

An issue begins at the time of notification to the Proactis service desk and ends at the time when the issue has been signed off or a suitable workaround has been provided. Notification to Proactis service desk begins upon Proactis' receipt of a Client phone call; Proactis' receipt of a Client email; or Proactis' receipt of a ticket in the official Proactis ticketing system. Details of any issue will be stored in an automated system. Proactis will provide support services only for the then-current or immediately prior release of the application(s).



Priority of Issues

Issues can be categorized as follows in terms of priority:

Priority	Issue type
1 Critical	• Failure: application is not operational nor accessible and this affects 100% of the application(s) users. • No workaround exists.
2 High	• Not all application modules are available. • Application Interfaces (with customer systems) are not operational. • Significant performance loss of critical functionality. • Loss of application availability or critical functionality affects more than 25% and less than 100% of application(s) users which causes a major impact to the business operations of the Clients.
3 Medium	• Function loss within an application module where a workaround exists. • Application Interfaces (with customer systems) are functioning, but issues exist. • Performance loss on other components of the application which do not have a material effect on the availability of the application or system.
4 Low	• Function of an application module does not appear to be working as expected. • A workaround exists. • Other issues such as: requests for technical or functional assistance with routine operation of application(s); requests for information on application updates; upgrade requests; requests for support or guidance where information can be found in standard documentation; requests for non-standard support such as training, development of additional documentation, etc.

Response Time

As soon as reasonably possible after the notification of an issue, the resolution process shall begin. Target response and follow up times for each priority level are listed in the chart below. These are not resolution times but expected windows for Proactis to provide updates to Clients. Once an issue has been assigned to the development team, the target response and follow up times will no longer apply. The defect will become part of the development cycle and scheduled into a maintenance or full feature release based on priority, development hours required, and overall impact on Clients' business processes. The priority level of an issue will be determined by Proactis. Proactis will handle the issues as shown in the table below:

Priority	Initial Target Response Time*	Ongoing Follow Up Target Response Times*	Target Resolution Time*
1 Critical	1 hour	Commencing from the Initial Response Time, Proactis will provide progress updates every 2 hours.	A workaround or solution will be provided as soon as reasonably possible, with a target resolution time within 8 hours.
2 High	2 hours within standard support times	Commencing from the Initial Response Time, Proactis will provide progress updates at least once a day within standard support times.	A workaround or solution will be provided as soon as reasonably possible, with a target resolution time within 5 Working Days.

3 Medium	4 hours within standard support times	Not Applicable	In accordance with release planning
4 Low	8 hours within standard support times	Not Applicable	In accordance with release planning

* Proactis shall use commercially reasonable efforts to provide an initial response, including a proposed action plan, within the response times listed above. Proactis shall also use commercially reasonable efforts to provide ongoing follow ups within the ongoing follow up response times listed above and to provide a proposed action plan for resolution within the target resolution times listed above. Proactis does not guarantee a “fix” within the response times or resolution times set forth herein. Additionally, Proactis does not issue discounts or service credits related Support Services and Response Times.

Because Proactis monitors the SaaS service, it is possible that an issue is detected by Proactis before it is reported by the Client. In such cases, therefore, immediate action will be taken by Proactis.

Where, in the reasonable opinion of Proactis, an issue resolution is not possible because the issue is outside the Proactis service desk responsibility in compliance with the terms of the Agreement between the parties, the issue shall be re-categorized. Proactis shall, however, use reasonable endeavors to further investigate the cause(s) of the issue and promptly report its findings to the Client where practicable. Should the task of investigation be, in Proactis’ sole reasonable opinion, lengthy or complex with an outcome that the incident was outside of the Proactis Service Desk Responsibility, Proactis will consult with the Client to determine if the Client requests that Proactis further investigate the incident in return for a reasonable sum payable by the Client for Proactis’ expended time. If the parties agree to the additional work and the associated fees, the parties will create a mutually agreed upon writing signed by both parties.

Additional Terms

If the configuration and structure (functional management) of the application(s) is the responsibility of the Client, the failing operation of the application(s) that is attributable to the Client shall be treated in the same manner as other issues, however these issues fall outside this SLA document and any work performed by Proactis as a result hereof can be charged to the Client based on actual costs.

This Service Level Agreement, including both Availability and Support Services and Response Time, applies only to the Proactis application(s) and does not include Customer’s hardware, third party applications or software, or non-Proactis interfaces.

This Service Level Agreement, including both Availability and Support Services and Response Time, only applies where Client has the paid all applicable Fees under their Agreement; has not breached any of its obligations to Proactis under the terms of the Agreement; is using the applications under normal operations in accordance with the application documentation and Proactis instructions; and where Customer has provided its users adequate training.

If Client is unavailable for consultation or fails to provide all information reasonably requested by Proactis, Proactis will not be liable for adhering to these response or resolution times.

In the eventuality any of the situations listed above under the “Additional Terms” occurs, then Proactis may determine that a resolution to a reported issue may not be possible. Then Proactis may, in its sole discretion, re-categorize the issue as closed. Alternatively, if Proactis chooses, in its sole discretion, to remedy the issue, then Proactis will consult with the Client to determine if Proactis should further investigate the incident in return for a reasonable sum payable by the Client for Proactis’ expended time. If the parties agree to the additional work and the associated fees, the parties will create a mutually agreed upon writing signed by both parties.

