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SCHEDULE 3 SERVICE LEVEL AGREEMENT

1.   INTRODUCTION

This document sets out the standard service levels applicable to Auditdata's software, including software-as-a-service, ("Software") and support services under any agreement with a customer ("Customer").

Auditdata's support team shall be the Customer's single point of contact ("SPOC"). Contact details of the SPOC are disclosed on Auditdata's website.

2.   UPDATES AND UPGRADES TO SOFTWARE

SPOC shall automatically and without separate payment provide to Customer, and Customer shall accept, such bug fixes, patches, modifications, updates, upgrades, and new releases to the Software that Auditdata generally makes available to its other customers.

SPOC will develop, maintain, and implement updates/upgrades to address changes dictated by generally applicable market and regulatory conditions related to markets and products in which Auditdata is actively involved.

3.   RESPONSE TIME

3.1   Response times are measured from the SPOC receiving Customer's report of a problem. When initially reporting a problem, Customer shall, in good faith, assign a preliminary priority level to such problem, which shall determine the SPOC's time to respond to Customer. The SPOC and Customer shall then work together in good faith to further evaluate the problem and agree whether a change of the priority level designation is warranted.

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3.2   Support levels and payment

Level	Committed actions
First Level Support by customer	• Initiated by Customer's user and be provided by Customer's super users. • Typically helps with uncomplicated user questions regarding functions and usage of the delivered solution. • Shall assess incidents/questions to determine if the matter is to be escalated to Second Level Support.
Second level support by Auditdata Support team	• Initiated by Customer's super users and be provided by SPOC. • Shall handle more complex issues that do not require any development and coding within the solution, • Shall handle incidents that may require certain re-configuration of Software or other services, • Shall itself handle escalation to Third Level Support without requiring involvement from Customer.
Third Level Support by Auditdata development team	• Initiated by SPOC and be provided by Auditdata's development team • Handles complex incidents including deep root cause analysis of solutions that are not properly working. Coding or re-configuration of the solution is also part of third level support.

3.2.1   Request for Second Level Support may be made by Customer's super users only, meaning a trained user who is knowledgeable about how the solution works. SPOC is otherwise entitled to reject the request or require payment to solve it. The second level is free of charge for the trained user, only.

3.2.2   SPOC will work with Customer to analyze and diagnose problems to determine whether an operational/hosting problem for which Auditdata is responsible, or a problem with user or data, for which Customer is responsible.

3.2.3   Operational/hosting problem, then SPOC shall handle the problem within the respective time specified in Clause 4 of this Schedule that corresponds to the priority level of the problem.

3.2.4   Third Level Support shall be free of charge for the Customer, if it is due to a bug caused by the Software. Otherwise, Third Level Support shall be billable pursuant to Section 3.2.7.

3.2.5   Customer shall be responsible for ensuring that its systems running the Software or of relevance thereto are updated in accordance with Auditdata's system requirements.

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3.2.6   Auditdata's logistical costs (hotel, travel, food) are by default to be reimbursed by the Customer.

3.2.7   Support which is payable shall be charged by Auditdata on a time and material basis in accordance with Auditdata's standard price list for professional services.

3.3   SUPPORT OPEN HOURS

3.3.1   SPOC shall be open for calls and e-mails from 9:00 AM - 5:00 PM local time of Customer, Monday through Friday, except for Customer's local national holidays.

3.3.2   Critical issues can be addressed in weekends: For Critical issue SPOC (System down) will also be available between 9:00 AM – 8:00 PM local time of Customer on Saturday and Sunday

4.   SERVICE REQUIREMENTS

PRIORITY LEVEL	RESPONSE TIME (within working hours, cf. Clause 3.1 of this clause)	Committed actions
Critical - The Software is down and inoperable. Customer's productivity is threatened.	4 hours. (1 hour) *	Assign all relevant resources to analyse and solve the issue.
High - The Software is severely limited. The situation is causing a significant impact on certain portions of Customer's business operations or software functionalities impacting productivity.	8 hours. (4 hours) *	Assign relevant resources to analyse and solve the issue.
Medium - The Software is slightly limited. The situation has impaired Customer's operations or individual functions, but most business operations and user productivity continue.	2 days. (1 day) *	Prioritize and schedule resolution of the issue.
Low (or if no priority level has been defined) - Customer's productivity is not affected.	5 days. (2 days) *	Prioritize and schedule resolution of the issue.
*Internal targets		

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5. **SERVICE (SAAS) AVAILABILITY**

5.1 Customer will be able to access the Software ninety-nine percent (99%) of the time from 9:00 AM – 5.00 PM local time of Customer, Monday through Friday, except for Customer's local national holidays, and ninety percent (90%) of the time outside this time interval.

5.2 For regular maintenance, the Software will be 95% available within the time frames mentioned in Section 5.1. Auditdata's aim is to execute all maintenance of the Software (including hosting), outside of the mentioned time frame.

5.3 If Auditdata requires the Software to be unavailable outside of the time frame mentioned in Section 5.1, the Parties shall agree thereto in advance. Customer may not unreasonably withhold its agreement thereto, and Auditdata shall use its best commercial effort to execute the maintenance within the Section 5.1 time frame.

5.4 Percentage of availability under this section is to be calculated monthly based on the weighted full customer solution (i.e., all of Customer's Software). Failure to meet the above uptime percentage requirements in one month shall constitute a violation according to Clause 7 of this Schedule (a **"SLA Violation"**).

5.5 In addition, any individual outage in excess of 2 hours or sum of outages exceeding 5 hours per month, that does not otherwise constitute an SLA Violation under the preceding section will constitute an SLA Violation. The outage shall be measured from SPOC's receipt of Customers written notification thereof and until Customer either confirms or Auditdata documents reestablishment of service availability.

5.6 SPOC shall respond to service incidents within the deadlines stated in Section 4 above and provide frequent update status reports to Customer. Non-compliance with response times requirements for Critical or High-level incident shall constitute an SLA Violation.

6. **RECOVERY, BACKUP AND CONTINUTY FOR MANAGE PRODUCT**

6.1 Disaster recovery process

In case Microsoft Azure Platform/ Datacenter becomes unavailable, Auditdata Cloud disaster recovery team activates, and perform the following disaster recovery process:

- Azure services restoration

- Data Restoration (from last valid backup, is stored in recovery service vault)

- Disaster recovery team performs verification of restored system.

Checkpoints are taken hourly and are maintained and remain available for approximately 3 days. Checkpoints are used as the restorable points for a server and determine the recovery point objective.

6.2 Backup

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In addition to full server replication, all application configuration files, and data files are backed up on the following schedule:

a. daily backups are made and retained for a period of 7 days

b. weekly backups are made and retained for a period of 60 days

c. monthly backups are made and retained for a period of 365 days

d. yearly backups are made and retained for a period of 365 days

All backups are stored in Azure recovery vaults, located in another Azure datacenter (different geographical location).

6.3   Service Continuity

For our Manage product the RPO up to 4 hours, RTO up to 8 hours. Azure Log Analytics stores all metrics for the system and is used to track exact uptime and downtime for all managed services.

7.   SLA DURATION

7.1   Auditdata will provide service to the customer for as long the customer pays for the service provided as a subscription or one time purchase as hardware.

8.   SLA VIOLATION

In the event of SLA Violation, the parties shall meet within 2 weeks (virtually) after it occurred and agree on actions and consequences.