

# SERVICE LEVEL AGREEMENT

**This Screen9 Service Level Agreement ("SLA") applies if You have ordered Services under a Contract that refers directly to this SLA.**

## 1. Service Level Goal

Screen9 is committed to providing its customers 100% Service availability, twenty-four (24) hours per day, seven (7) days a week. Screen9 monitors the Service continually and will notify the Customer as soon as possible of any failure to meet the material requirements of this SLA. Subject to the exceptions below, if uptime for the Services is less than the quoted availability ("Uptime Commitment") for any calendar month of the Term, then Screen9 will grant You a credit ("Service Credit") in accordance with Section 3.1 below. The Service Credit is calculated on the basis of the monthly platform fee for the month of the affected Services.

## 2. Exceptions

Service Credit will not be issued if (i) You have not paid all amounts due under a Contract, or (ii) if the Uptime Commitment is not met due wholly or partly to any of the following:

- (a) Your failure to provide any Account or subaccount requisites;
- (b) actions and/or environments under Your control or other failures or shortcomings beyond the control of Screen9;
- (c) Your violation of the General Terms and Conditions
- (d) a force majeure event as described in the General Terms and Conditions;
- (e) the failure by You to take any remedial action in relation to the Services as recommended by Screen9;
- (f) You prevent Screen9 from taking remedial action in relation to the Services;
- (g) Your negligence or willful misconduct;
- (h) Your failure to follow agreed procedures;
- (i) the Services being suspended or terminated.

## 3. Service Credit Procedure

To get Service Credits, You must send a request ("Service Credit Request") to [creditrequest@screen9.com](mailto:creditrequest@screen9.com). The subject line of the email must state "Service Credit Request" and Screen9 must have received this email no later than thirty (30) calendar days after the last day of the calendar month in which the alleged service level failure occurred. Each Service Credit Request must include the following information: (i) Your name; (ii) Your contact person, his/her email and telephone number; (iii) date and beginning and end time(s) of outage(s); and (iv) a brief description of the nature of the alleged outage. If Screen9, at its sole discretion, confirms the outage, then a Service Credit will be granted. A Service Credit is non-refundable and can only be used to offset against future billing. Screen9 will apply the Service Credit within two billing cycles of Screen9's receipt of the Service Credit Request. A Service Credit is exclusive of any applicable taxes charged to You or collected by Screen9 and is Your sole and exclusive remedy with respect to any failure or deficiency in the availability of the Services.

### 3.1 Uptime Commitment - Service Credit

If the service level falls below our Uptime Commitment in any given calendar month, You will be entitled to Service Credit as follows.

For each 0.1% below our Uptime Commitment in any given calendar month, You may be entitled to a Service Credit of 5% of the platform fee for the calendar month in which the Service was affected. The Service Credit may not exceed 50% of the platform fee, unless the average service level falls below 95 per cent of our Uptime Commitment, and shall otherwise be subject to the provisions in this Service Level Agreement and Your Contract.

## 4. Support

Screen9 will provide the following support unless otherwise stated in the quoted support level:

- (a) E-mail support between 10.00 – 16.00 CEST during weekdays, excluding Swedish national holidays, is included; and
- (b) Screen9 will take commercially reasonable measures to respond to e-mail support requests within one working day.
- (c) When explicitly included in the Quote, phone support between 08.00 – 17.00 CEST during weekdays, excluding Swedish national holidays.

If Screen9 has provided technical support for a matter which Screen9 reasonably finds to be Your responsibility, Screen9 reserves the right to charge You for such support in accordance with Screen9's then applicable price list for such services. Screen9 will only provide support to You and under no circumstances to any users of the Service.

## 5. Escalation Process

If You have a complaint concerning any aspect of the Service You agree to follow the following escalation process.

- a) You may submit a complaint to [customersupport@screen9.com](mailto:customersupport@screen9.com). You should state the nature of Your complaint and provide the name, email and telephone number of Your contact person in this matter.
- b) Screen9's customer service representative will respond to Your complaint within five (5) working days of receipt of the complaint.
- c) If the customer service representative fails to respond within 5 working days or is unable to resolve the matter to Your satisfaction within a further ten (10) working days, or within such time as You and Screen9 agree to be reasonable given the nature of the matter, You may refer the matter to the Head of Sales.
- d) Head of Sales and Your appointed contact person will make all reasonable and good faith efforts to resolve the matter to the mutual satisfaction of both parties within thirty (30) working days of You referring the matter to Head of Sales.