



BellaDati

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Service Level Conditions



SERVICE LEVEL AGREEMENT

This SLA should be read alongside the main (license) contract between the Partner and the COMPANY. Although the SLA covers key areas of the Partner's IT systems and support, the main contract may include areas not covered by this SLA.

1.1 Purpose

The Partner depends on software and services (together: 'the IT system') that are provided, maintained and supported by the COMPANY. Some of these items are of critical importance to the business.

This service level agreement sets out what levels of availability and support the Partner is guaranteed to receive for specific parts of the IT system. It also explains what penalties will be applied to the COMPANY should it fail to meet these levels.

This SLA forms an important part of the contract between the Partner and the COMPANY. It aims to enable the two parties to work together effectively. Partner means also Customer/User.

2.2 Dates and reviews

This agreement begins on **Date of the main (license) contract** and will be valid **without any expiry date**. Any party can terminate this contract 2 month in advance of the annual renewal period in written.

It may be also reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the Partner's IT system.

2.3 Pricing

Pricing is set up in the order.

2.4 Premium support

Premium support in 3 levels are provided to Partners- Silver, Gold, Platinum.

The following application availability is guaranteed depending on the level of the support:

SLA	Application Availability
Standard	98%
Silver	99%
Gold	99,5%
Platinum	99,8%

Application availability is calculated by dividing uptime by the total sum of uptime and downtime. Application downtime means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and upgrade time for upgrades required by the Partner, if they are not performed during scheduled maintenance time on the Partner request. The scheduled maintenance will be performed once a month (every first Monday in the month between 5 p.m and 7 p.m. CET for 30 minutes). COMPANY is not responsible for the System downtime caused by AWS.

Premium support includes all services provided in standard support and guaranteed response times. It does not include any hourly charges to enhance Belladati product, diagnose problems, fix problems or answer questions and give guidance in regards to Belladati IoT and advanced analytics framework functionality, therefore they are typically sold with packages of hours.

Hourly package was ordered as follows:

No. Of MH ordered	Rate per MH (USDS)	Total (USDS)
Total		

If packages of hours will not used within one year all remaining hours are credited to Partner by the COMPANY. Hourly charge for Partner is 13,500 JPY/hour for remote fix. Travel expenses are charged in case that on-site fix is requested.

Payment must be received within thirty (30) days upon presentation of the invoice by the COMPANY.

2.4.2 Response times

The response time measures how long it takes the COMPANY to respond to a support request raised via the COMPANY’s online support system (Helpdesk). Tickets are accepted solely via on-line Helpdesk system.

The COMPANY is deemed to have responded when it has replied to the Partner’s initial request. This may be in the form of an email or telephone call, to either provide solution or request further information.

Guaranteed response times depend on the priority of the item(s) affected and the severity of the issue and are as follows:

		Issue severity (see Severity levels section below)			
		Fatal	Severe	Medium	Minor
	Silver	16	16	24	32

SLA Level		working hours	working hours	working hours	working hours
	Gold	8	8	12	18
		working hours	working hours	working hours	working hours
	Platinum	4	8	8	12
		working hours	working hours	working hours	working hours

Response times are measured from the moment the Partner submits a support request via the COMPANY's online support system. Response times apply during standard working hours (9am — 6pm) only, unless the contract between the Partner and COMPANY specifically includes provisions for out of hours support. Working hours and response times applies in CET timezone.

COMPANY will inform Partner on the estimated time to fix reported issue. Guaranteed times to respond with estimated time to fix depend on the priority of the item(s) affected and the severity of the issue and are as follows:

		Issue Priority (see Priority levels section below)			
		1	2	3	4
SLA Level	Silver	16	24	32	36
		working hours	working hours	working hours	working hours
	Gold	8	16	24	36
		working hours	working hours	working hours	working hours
	Platinum	4	12	16	24
		working hours	working hours	working hours	working hours

Guaranteed times to respond with estimated time to fix are measured from the moment the Partner submits a support request via the COMPANY's online support system. Response times apply during standard working hours (9am — 6pm) only, unless the contract between the Partner and COMPANY specifically includes provisions for out of hours support. Working hours and response times applies in CET timezone.

2.4.3 Severity and priority levels

The severity levels shown in the tables above are defined as follows:

Fatal: Complete degradation – all users and critical functions affected. Item or service completely unavailable.

Severe: Significant degradation – large number of users or critical functions are affected.

Medium: Limited degradation – limited number of users or functions affected. Business processes can continue.

Minor: Small degradation – few users or one user affected. Business processes can continue.

The priority levels shown in the tables above are defined as follows:

Priority 1 – Blocker: Major problem affecting processing with severe impact on business.

Priority 2 – Major: Problem which affects processing but does not have a severe impact on business.

Priority 3 – Minor: Minor problem

Priority 4 – Question: General inquiry.

2.4.4 Measurement and resolution times

Response times are measured using the COMPANY’s support ticketing system, which tracks all issues from initial reporting to resolution. It is vital the Partner raises every issue via this system.

If an issue is not raised in this way, the guaranteed response time does not apply to that issue.

The COMPANY will always endeavor to resolve problems as swiftly as possible. It recognizes that the Partner’s computer systems are key to its business and that any downtime can cost money.

However, the COMPANY is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

For instance, it may be possible to resolve a fatal server issue in minutes, simply by restarting the server. But if a server fails due to disk error or a hardware fault (also classed as a fatal issue) it may take much longer to get back up and running.

In all cases, the COMPANY will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Partner.

2.4.5 Standard/basic support

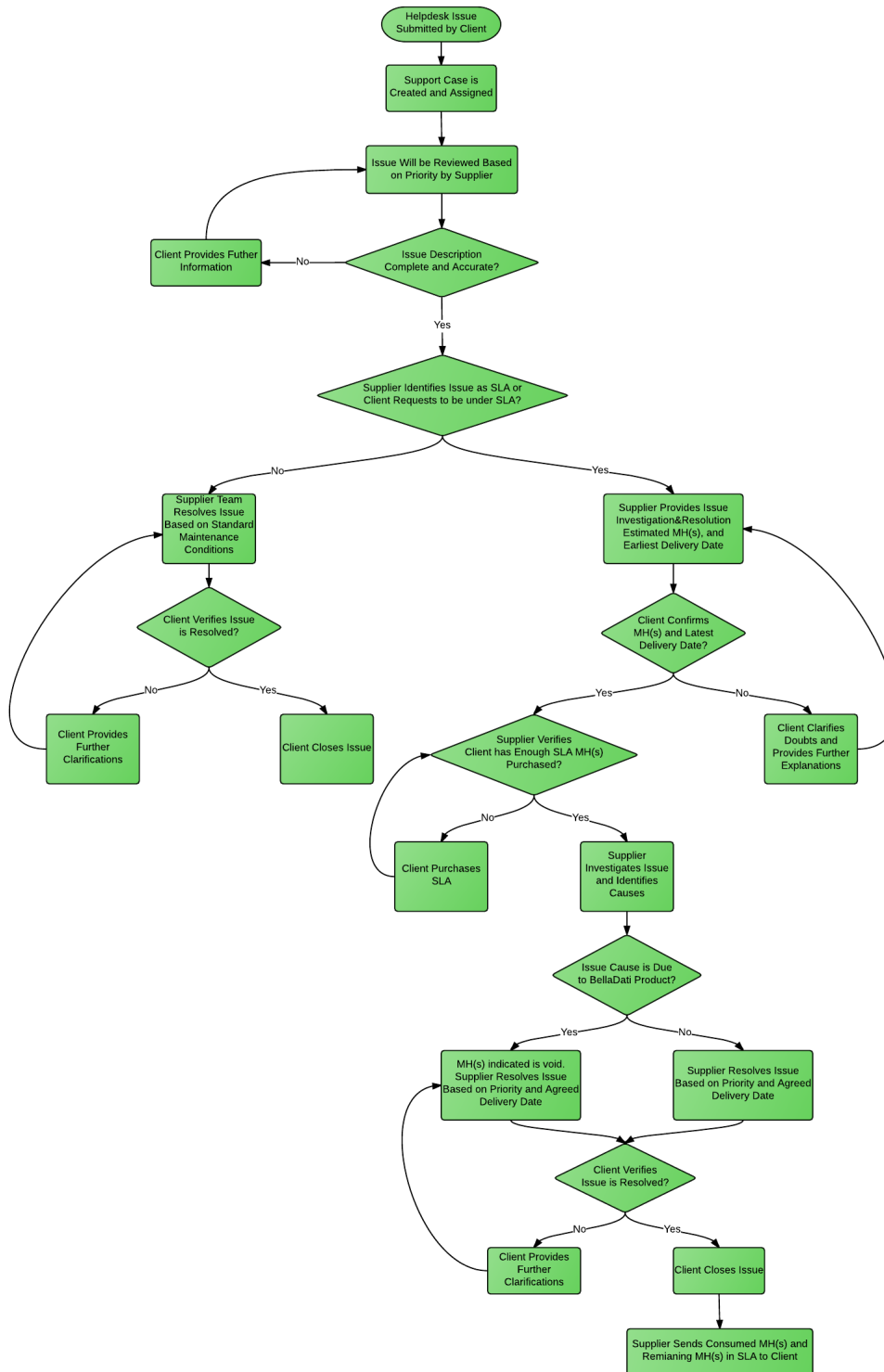
BellaDati standard support includes following items:

Major and minor release	Scheduled releases with new features and improvements. Current on-premise versions are
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updates *	always available from my.belladati.com . Licensor will install updates and upgrades.
Security and performance updates	Security, connectors compatibility updates and data warehouse updates.
Backward compatibility	Backward compatibility of rest API and SDK is guaranteed for 1 year.
Online User Documentation	support.belladati.com allows you access to user documentation for each BellaDati version.
API a technology documentation	Portal support.belladati.com includes tutorials for BellaDati connections via remote public API and data cleaning via scripts. It is complete web source for developers.
Web and video tutorials	Users have access to all videos and tutorials available at support.belladati.com
Online Service Desk	Licensee can raise bug tickets in HelpDesk system that will be resolved in accordance to the priority. There is no guarantee of resolution time for standard support.

2.4.6 Premium support execution process

BellaDati SLA Support Process



For the purpose of this document Client means Partner and Supplier means COMPANY.

Please note:

- MH(s) must be agreed and confirmed by Partner in COMPANY helpdesk comment by typing “SLA MH(s) confirmed”.
- For issue that is due to BellaDati product, diagnose, investigation and fixing will be free of charge.
- For issue that is not due to COMPANY product, time spent on diagnoses & investigation will be counted in MH(s) that needs to be charged.
- For each issue resolved in SLA, COMPANY will share the technical issue causes, steps of examination, resolution steps.

2.4.7 BellaDati helpdesk

BellaDati helpdesk (<http://issues.belladati.com>) is the only channel for reporting incidents (single point of contact), thus all SLA requests must be submitted via this helpdesk. Read the instructions:

Helpdesk	http://issues.belladati.com
Ticket submission / Incident report	http://support.belladati.com/index/How+to+create+a+ticket
Dedicated project space	https://my.belladati.com/jira-support/browse/ (Partners name)

3.1 Termination

The COMPANY recognizes that it provides services that are critical to the Partner's business.

If the COMPANY consistently fails to meet the service levels described in this document, the Partner may terminate its entire contract with the COMPANY, with no penalty.

This right is available to the Partner if the COMPANY fails to meet these service levels more than five times in any single calendar month.

In other cases any party can terminate this contract 2 month in advance of the annual renewal period in written. It may be also reviewed at any point, by mutual agreement.