

SUPPORT AND SERVICE LEVEL AGREEMENT

This Support and Service Level Agreement (“SLA”) is made between Greenbyte and the Customer. It governs the levels of service and support that Greenbyte will provide to the Customer.

This SLA should be read in conjunction with the terms of the agreement between Greenbyte and the Customer (the “Agreement”), and capitalized terms not defined herein shall have the same meaning as defined in the GTC.

The SLA was last updated on 21 February 2020. It is effective as of the date of the Customer accepting the SLA.

1 DEFINITIONS

“**Agreed Hours of Service**” means the hours when the agreed service levels are measured. The Agreed Hours of Service are Monday to Sunday, 24 hours a day, 365 days a year.

“**Agreed Service Availability**” means the Availability of the Platform Service agreed between Greenbyte and the Customer as described in clause 2.2 herein.

“**Available**” or “**Availability**” means that the Platform Service is available at the Service Delivery Point.

Availability per calendar month is calculated using the following formula: $Availability (\%) = 100 * (AHS - PDT - DT) / (AHS - PDT)$

Where AHS = Agreed Hours of Service in minutes; PDT = Permitted Downtime in minutes; and DT = Downtime in minutes except Downtime for which Greenbyte is not responsible as stated under clause 2.3 herein.

An example of the formula’s application: Agreed Hours of Service is for 30 days in the month x 24 hours per day: $AHS = 30 * 24 * 60 = 43200$ minutes. Permitted Downtime (PDT) is 240 minutes. Total downtime is 180 minutes, of which 60 minutes is downtime for which Greenbyte is not responsible: $DT = 180 - 60 = 120$ minutes. The Availability according to the formula is then: $100 * (43200 - 240 - 120) / (43200 - 240) = 99.72\%$.

“**Downtime**” means the period of time within the Agreed Hours of Service that the Agreed Service Availability has not been met, less Permitted Downtime and Downtime for which Greenbyte is not responsible as stated under clause 2.3 herein.

“**Monthly Fee**” means the annual fee for the Platform Service divided by 12.

“Permitted Downtime” means:

- (a) planned service or maintenance performed by Greenbyte, for which the Customer has been informed at least 7 days in advance; or
- (b) other Downtime at the request of the Customer; or
- (c) other Downtime with the Customer’s approval.

The number of occasions of Permitted Downtime as referred to in a) above shall not exceed one occasion per week and not exceed 2 hours per week, except where otherwise agreed.

“Service Delivery Point” means the point or points where Greenbyte connects the Platform Service to an external communications network for Customer access, such as the Internet.

“Unavailability” or “Unavailable” means a failure of the Platform Service to adequately receive and respond to valid requests sent to the Service Delivery Point.

2 SERVICE LEVEL COMMITMENT

2.1 General

Greenbyte shall use commercially reasonable efforts to ensure that the Platform Service is Available in accordance with clause 2.2 and 2.3 herein.

2.2 Agreed Service Availability

2.2.1 For Success Plan Standard Availability, the Availability of the Platform Service per calendar month shall be at least 99.5%.

2.2.2 For Success Plan Premier Availability, the Availability of the Platform Service per calendar month shall be at least 99.9%.

2.3 Downtime for which Greenbyte is not responsible

Greenbyte is not responsible for Downtime or any other failure to satisfy the agreed level of service if Greenbyte can show that it was not directly attributable to Greenbyte and/or that it was caused by any of the following circumstances:

- (a) faults in Customer software, equipment or Sites;
- (b) suspension of the Platform Services due to Customer’s nonpayment of fees as set out in the Agreement;

- (c) circumstances outside Greenbyte’s control or responsibility for the Platform Service, including but not limited to failure of communications or other products or services from third parties engaged by Customer, for which Greenbyte has not explicitly taken responsibility, and force majeure events as specified in the GTC; or
- (d) any other circumstances for which the Customer has responsibility under the terms of the Agreement, for example but not limited to any breach of Customer Responsibilities specified in the GTC or any limitation in Customer’s access to the Platform Service imposed by Greenbyte in accordance with the Agreement.

2.4 Availability measurement

2.4.1 Except where otherwise agreed, Greenbyte has the responsibility for bearing the cost of and implementing, monitor and logging infrastructure to measure the Platform Service Availability. Greenbyte’s monitoring and logging infrastructure will form the basis for determining the Platform Service Availability, errors and whether the Agreed Service Availability has been met.

2.5 Reduction of the monthly fee

2.5.1 If, following a claim from the Customer, Greenbyte confirms that there is a failure to meet the Agreed Service Availability in a calendar month, the Customer may request a reduction of the Monthly Fee in accordance with the table below.

Monthly Platform Service Availability (x)	Reduction of Monthly Fee
99.0 ≤ x < 99.5% (Standard) 99.0 ≤ x < 99.9% (Premier)	10%
98.0 ≤ x < 99.0%	20%
97.0 ≤ x < 98.0%	30%
96.0 ≤ x < 97.0%	40%
x < 96.0%	50%

2.5.2 The Customer shall report the claim of Downtime to notice@greenbyte.com. The claim shall include a relevant fault description, contact information to the Customer contact person and the date and time interval (UTC) for when the Platform Service is claimed to be Unavailable. For any ongoing Downtime, the Customer shall contact Greenbyte Support in accordance to Severity Level 1.

2.5.3 To be eligible for a reduction in the Monthly Fee, the claim shall be reported by the Customer within fifteen (15) days from the point in time when the Platform Service is claimed to be Unavailable.

2.5.4 The maximum Monthly Fee reduction for failure to meet the Agreed Service Availability is 50%.

2.5.5 Greenbyte has responsibility for failure to satisfy agreed levels of service only in accordance with the conditions of this SLA. Customer is not entitled to any other damages or compensation due to non-compliance of agreed service levels, other than in the event they can prove intent or gross negligence.

3 SUPPORT

Support is provided via telephone and by submitting a case online as a registered user of the Platform Service. For Severity Level 1 issues, Users must contact Greenbyte via telephone. For Severity Level 2-4, User must submit cases in accordance with the procedure in 3.3 Online Support. A Greenbyte Support Representative will use commercially reasonable efforts to follow up and respond via telephone, online case or email within the specified response time under the “3.6 Response time” clause and promptly find a resolution for each case. Actual resolution time will depend on the nature of the case and determined resolution. Greenbyte will determine the best possible resolution, which may consist of fix, workaround or other solution.

3.1 Success Plans

3.1.1 Standard Success

The Customer shall be entitled to appoint up to five (5) designated support contact persons knowledgeable regarding the Service for purposes of contacting Greenbyte support team about technical issues with the Service, including reporting such issues via Greenbyte’s designated support portal.

3.1.2 Premier Success

The Customer shall be entitled to appoint unlimited designated support contact persons knowledgeable regarding the Service for purposes of contacting Greenbyte support team about technical issues with the Service, including reporting such issues via Greenbyte’s designated support portal.

In addition to support via Customer Portal, Premier Success includes support via phone for Severity 2 – 4 issues.

3.2 Telephone Support

For severity level 1 issues only, Users must contact Greenbyte via telephone at one of the following numbers:

Customer domicile	Business Hours	Phone Number
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EMEA	08:00 am - 6:00 pm CET	+46 (0) 31 767 4001
Americas	08:00 am - 6:00 pm CST	+1 (844) 387 2868
Rest of world	08:00 am - 6:00 pm CET	+46 (0) 31 767 4001
-	Outside business hours	+46 (0) 31 767 4001

3.3 Online Support

Users may log an online case as follows:

1. For Severity Levels 2-4 issues, use the Help portal in the Platform Service. The User must have a registered Platform Service account to be able to submit a case.
 - a. Log into the Platform Service.
 - b. Find the Help portal under the menu options.
 - c. Classify the case as one of the Severity Levels, defined under 3.5. Severity Levels. Greenbyte may change the Severity Level upon receiving the case depend on the case nature and impact.
 - d. Submit case by clicking “Submit”.
 - e. Each case will be provided a unique case id for future reference, response and resolution follow up.
2. For Severity Level 1 issues, Users must contact Greenbyte via telephone.

3.4 Reproducing errors

Greenbyte must be able to reproduce the errors in order to resolve them. Customer agrees to cooperate and work closely with the Greenbyte support team to reproduce errors, troubleshoot and future investigate at a reasonable request until a resolution have been settled.

3.5 Severity Levels

Reproducible errors that cannot promptly be resolved will be escalated to higher support tiers for further investigation and analysis. Issues will be generally categorized and handled according to an assigned severity level, as follows:

Severity Levels	Description
Severity Level 1 - “Severe”	The intended use of the Platform Service is severely restricted or impairs the business or security of the Customer.

	For any support issues classified as Severe, Customer is required to contact Supplier via telephone.
Severity Level 2 – “High”	The intended use of the Platform Service is substantially restricted. The defect has substantial influence on the business or security of the Customer and is related to or caused by the Platform Service. An example of these defects is problems with data communication due to Platform Service (i.e. not problems due to internet connectivity or defects in third part infrastructure). However, continued access and use may be obtained through a workaround.
Severity Level 3 – “Moderate”	The intended use of the Platform Service is moderately restricted. The defect has moderate influence on the business or security of the Customer. However, continued access and use remains possible.
Severity Level 4 – “Trivial”	The intended use of the Platform Service remains possible without any restrictions. The defect has only minor influence on the business or security of the Customer. This in particular includes minor bugs that can be resolved by employees of the Customer.

3.6 **Response Time**

3.6.1 **Standard Success**

Severity Levels	Target Initial Response Time
Severity Level 1 – “Severe”	2 hours*
Severity Level 2 – “High”	8 business hours*
Severity Level 3 – “Moderate”	12 business hours*
Severity Level 4 – “Trivial”	24 business hours*

* Severity Level 1 - 4 target initial response times are local business hours only, excluding weekends, December 23rd – 26th and December 31st – January 3rd, and do not apply to cases submitted via e-mail. For Severity Level 1 issues, Users must contact Greenbyte via telephone. For Severity Level 2 outside available business hours for telephone support as specified in Clause 3.2 Telephone Support, Users must contact Greenbyte via telephone.

3.6.2 Premier Success

Severity Levels	Target Initial Response Time
Severity Level 1 – “Severe”	1 hour*
Severity Level 2 – “High”	4 hours*
Severity Level 3 – “Moderate”	6 business hours**
Severity Level 4 – “Trivial”	12 business hours**

* Severity Level 1 and 2 target initial response times are 24x7, including weekends, December 23rd – 26th and December 31st – January 3rd. For Severity Level 1 issues, Users must contact Greenbyte via telephone. For Severity Level 2 outside available business hours for telephone support as specified in Clause 3.2 Telephone Support, Users must contact Greenbyte via telephone.

** Severity Level 3 and 4 target initial response times include local business hours only and excludes weekends, December 23rd – 26th and December 31st – January 3rd, and do not apply to cases submitted via e-mail.