

# SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") applies to partners who have it specified in their agreement with Kanpla ApS. Unless otherwise is stated in this SLA, definitions used in the collaboration agreement shall have the same meaning.

## 1. AGREEMENT OVERVIEW

This Service Level Agreement ("SLA") between Kanpla ApS and the Partner regulates the service terms for the provision of IT services necessary to support and maintain the Platform and Services.

This agreement remains valid until it is superseded by a revised SLA or the agreement is terminated.

This agreement outlines the parameters for all covered IT services as mutually understood by the Parties. In case of any inconsistency between the SLA and the agreement, the provisions of the agreement take precedence.

## 2. OBJECTIVES

The purpose of this SLA is to ensure that the appropriate elements and obligations are in place for Kanpla to deliver consistent, high-quality IT service and support to the Partner.

The objectives of this agreement are to:

- Achieve a mutual SLA between the Partner and Kanpla and provide a clear interpretation of responsibilities and roles.
- Present a clear, concise, and measurable description of the service level performance to the Partner.
- Align perceptions of expected service performance with actual service and support.

The service is divided into three categories: service agreement for technical faults (point 3), general support (point 4), and general maintenance (point 5).

### 3. SERVICE AGREEMENT FOR TECHNICAL FAULTS

Depending on the category of the technical fault or suspicion thereof, Kanpla aims to meet the following response times and "Time to resolution":

| Platform             | Severity             | Response time  | Time to resolution |
|----------------------|----------------------|----------------|--------------------|
| Frontend Application | Inaccessible         | 1 hour         | 4 hours            |
| Frontend Application | Functional error     | 1 hour         | 8 hours            |
| Frontend Application | Non-functional error | 1 business day | 10 business days   |
| Company Backoffice   | Inaccessible         | 1 hour         | 4 hours            |
| Company Backoffice   | Functional error     | 1 hour         | 8 hours            |
| Company Backoffice   | Non-functional error | 1 business day | 10 business days   |

All estimates are from the point of contact after 6) Service Availability.

Kanpla aims to fall within the time matrix for 90% of all inquiries within this category. In the event of unavailability or functional errors, Kanpla commits to resolving the situation to the best of its ability, including providing available data, etc.

The definitions of severity are as follows:

#### Non-functional error:

- Minimal impact on product usage
- The product exhibits unintended behavior, but overall usage is not affected.
- Few users, products, or areas are affected.
- A feature is flawed or unavailable, but an easy "workaround" resolves the issue.

#### Functional error

- Significant impact on product usage, but core functionality remains intact.
- A large number of users, products, or areas are affected.
- Non-trivial features are flawed or unavailable, and there exists no "workaround".
- Critical functionality is flawed or unavailable, but "workaround" exists.

#### Inaccessible:

- The error prevents the core functionality of the app or website.

#### **4. GENERAL SUPPORT**

For general support inquiries, Kanpla aims to respond to all inquiries within one business day from the point of contact. If a situation cannot be resolved during the initial phone call, email, or chat response, Kanpla strives to provide assistance in a scheduled meeting within 5 business days after the request is made.

Situations covered under general support include:

- First onboarding meeting
- General questions regarding the use or setup of the system

If the situation cannot be resolved within the initial contact or the scheduled meeting, and the situation still falls under general support, any additional support related to the same situation will be billed at an hourly rate depending on the employee performing the work and the complexity of the case.

#### **5. GENERAL MAINTENANCE OF THE SYSTEM.**

Kanpla will continuously improve their detection mechanisms to identify potential technical faults in the system before they affect the Partner. Technical faults discovered by Kanpla will follow the "time to resolution" indicated in the table above.

Kanpla will consistently strive to enhance the system for the benefit of both customers and end-users. Partners and end-users are free to determine the level of feedback they wish to provide throughout the process.

Kanpla is committed to maintaining an availability ("Uptime") of at least 99.75% during the primary operational hours of the Platform, from 05:00 to 20:00.

By Uptime, we refer to the period in which the essential parts of the Platform are accessible to the Partner. The calculation of Platform availability includes disruptions caused by the following factors ("Uptime"):

- Partner's self-inflicted operational disruptions.
- Errors or security breaches caused by applications or other software not provided by Kanpla.
- Hardware or software failures where the responsibility lies with a third party.
- External disruptions beyond Kanpla's control (e.g., DDoS attacks - Distributed Denial of Service),
- Kanpla's planned updates to the Platform.

## **6. SERVICE AVAILABILITY**

The coverage parameters for the service(s) covered by this agreement are as follows:

- Phone support: 8:00 am to 4:00 pm, Monday to Friday.
- Email and Livechat support: Monitored from 8:00 am to 4:00 pm, Monday to Friday.

Inquiries received via email or Livechat outside of office hours will be collected, but no action can be guaranteed until the next business day.

## **7. PENALTY**

If Kanpla fails to fulfill the conditions of this SLA, the Partner may claim penalties from Kanpla.

In the event that the uptime percentage of the Platform in a given calendar month is lower than the guaranteed uptime percentage during the primary operational hours, as specified in point 5, the Partner may demand a reduction in payment for the corresponding period, provided that the reduced availability is due to circumstances within the Partner's control.

The penalty is calculated solely based on Kanpla's remuneration for the location(s) that have had a lower uptime percentage than the guaranteed one.

The penalty is calculated according to the following formula:

Penalty = monthly price for all Services for the affected location(s) \* (A% - B%). A% represents the guaranteed uptime as stated in section 5, and B% is the actual uptime for the respective month. Uptime percentage is calculated as (Uptime in hours in a given month / (15 \* number of business days in the respective month) \* 100).