

# QBank Service Levels Agreement (SLA)

Version Nov. 18, 2021

## 1 Basis of Service Level Agreement

To the extent that Customer and QBNK have signed an Order Form referencing this Service Level Agreement (hereinafter "**SLA**"), the terms herein form an integral part of the Agreement between Parties.

## 2 Definitions

Unless otherwise stated herein all words and definitions used with capital letters in this SLA shall have the same meaning as set out in the Agreement.

## 3 Introduction

As set out in the Agreement, QBNK will provide the agreed scope of the Product to Customer. Subject to any alternative timelines and modifications agreed in a project specification, statement of work, or other similar document describing Professional Services, the agreed scope and availability of the Product will from the Service Availability Date and for the duration of the Agreement fulfill the agreed Product Specification and agreed modifications thereto.

## 4 Scheduled Maintenance Periods

QBNK has the right to schedule regular, and if required emergency, maintenance or downtime periods ("**Planned Downtime**"). QBNK will attempt to perform Planned Downtime outside of the office hours (Monday – Friday, 09:00-17:00, CET, excluding public holidays, ("**Office Hours**")), but nonetheless reserves the right to perform Planned Downtime during Office Hours if needed.

Planned Downtime will when possible be notified to Customer in advance (via the dashboard visible to End Users that are logged in to the Product and via the webpage: [status.qbank.se](https://status.qbank.se)).

## 5 Availability

Product will be considered "**Available**" when the Product can be accessed (logged in to) in the production environment for Customer's End Users that use a reasonably modern internet browser, PC, OS and have sufficient and open internet access or during Planned Downtime. "**Availability**" is the time period during which the Product is Available.

QBNK strives to provide the Product with a 24 hours per day 365 days per year Availability (including Planned Downtime).

The Product shall be Available at least 99.5% of the time in any given calendar month (hereinafter “**Agreed Availability**”). The calculation of Actual Availability is set out on section 6.

## 6 Availability Calculation

The following definitions and calculations shall be used in determining the actual Availability:

- a) “**Hours**” means to the nearest full hour (up or down).
- b) “**Maximum Uptime**” means 100% of the time in any given calendar month.
- c) “**Downtime**” means the total number of Hours during a given month during which the Product was not Available, excluding any Hours of unavailability due to reasons, acts or omissions for which Customer, or a third party that QBNK does not control, is responsible.
- d) “**Actual Availability %**” means the proportion of time during a given month when the Product was Available.

To calculate the Actual Availability % for any given calendar month the following formula applies:

$$\text{Actual Availability \%} = \frac{(\text{Maximum Uptime} - \text{Downtime})}{\text{Maximum Uptime}} * 100\%$$

## 7 Service Credits

In the event that the Actual Availability % is below the Agreed Availability, Customer is entitled to receive certain compensation in accordance with the terms set out below.

7.1 Subject to section 7.2, if the Actual Availability % in a given month is:

- a) below 99.5% but 99,3 % or higher, Customer is entitled to a 10% reduction of the monthly Product subscription fee for that given month;
- b) below 99.3% but 99 % or higher, Customer is entitled to a 25% reduction of the monthly Product subscription fee for that given month; or
- c) below 99%, Customer is entitled to a 50% reduction of the monthly Product subscription fee for that given month.

7.2 The reduction of Product subscription fee set out in section 7.1 will be provided to Customer as reduction on the next invoice for Product subscription fees (hereinafter “**Service Credits**”) and is subject to:

- a) Customer submitting a written request for Service Credit to QBANK within 30 days from the end of the month when the Actual Availability % has been below Agreed Availability and such request including by Customer produced documented evidence supporting Customers right to such Service Credits;
- b) the total amount of Service Credits for a given year and Customer is capped to an amount equaling 50% of the annual Product subscription fee to Customer pursuant the Agreement; and
- c) any Service Credits granted by QBANK to Customer shall be the sole and exclusive remedy for QBANK's failure to deliver the Agreed Availability for that given month, and Customer does not have any additional rights to compensation for damages, penalties, or warranties set out in the Agreement in regards to such lack of Availability.

## 8 Support

Customer shall own and retain all IPRs in the Customer Data that is entered into the Product by Customer pursuant to the Agreement. QBANK makes no warranty or representation (whether express or implied) that the Product, any modifications thereof, or Professional Services will be free from error, uninterrupted or about the accuracy or fitness for any particular purpose.

Notwithstanding the above, Customer's registered End Users have the right to contact QBANK's customer support service, which is open Office Hours and submit user queries, request advice, and report Errors related to the Product and, if applicable, Professional Services delivered by QBANK (hereinafter "**Customer Support**").

Customer Support does not include handling of questions, issues, and/or Errors related to:

- a) deficiencies in third party products or services which QBANK does not control or which are not an integral part of the Product or Professional Services;
- b) deficiencies caused by the Customer's alterations or interference in the Product or Professional Services;
- c) deficiencies caused by the Customer's usage of the Product with other than by QBANK recommended equipment, accessory, system software in a way that affects the Product's function; or
- d) deficiencies caused by the Customer's submission of incorrect information or selection of test data or submission of incorrect or faulty conditions.

To contact Customer Support End Users can use the form available at <https://support.qbank.se/hc/en-us/requests/new> or send an email to [support@qbank.se](mailto:support@qbank.se) (or for emergency issues call: +46 8 459 99 04).

Errors reported to Customer Support will be handled by QBANK depending on severity as set out in the table below:

<b>Category of Error</b>	<b>Description of the severity of the Error</b>	<b>Response Time*</b>	<b>QBNK's resolution process</b>
A	<p><u>Critical Error.</u></p> <p>The Product is not Available or a significant part of the Product that has a major impact on a critical function of the Product is down.</p>	1 hour	QBNK will start working on resolving the Error from the Response Time and continue uninterruptedly with all relevant/value adding resources until there is a solution (which may or may not be a temporary workaround). To the extent the solution is a temporary workaround QBNK will plan and include a permanent solution with the next Product release.
B	<p><u>Significant but not critical Error.</u></p> <p>Certain function(s) is/are unusable, but it does not impose a hinder for fundamental use of the Product.</p> <p>Product performance is significantly reduced.</p>	24 hours	QBNK will start working on resolving the Error from the Response Time and continue during Office Hours with relevant resources until there is a solution (which may or may not be a temporary workaround). To the extent the solution is a temporary workaround QBNK will plan and include a permanent solution with the next suitable Product release.
C	<p><u>Non significant Errors.</u></p> <p>Errors in the Product that does not impact the intended functionality significantly.</p> <p>Cosmetic deviations in the user interface.</p> <p>Errors that impact a limited portion of Customer's End Users or End Users that have limited access to the Product.</p>	48 hours	QBNK will start diagnosing the Error from the Response time and continue during Office Hours with relevant resources and reasonable intensity until the Error is diagnosed. Depending on the reason for the Error and QBNK's Product release schedule, QBNK will include a solution with the next suitable Product release.

\* **"Response Time"** means the time from when Customer's registered End User has registered an Error with Customer Support until QBNK has acknowledged such registration to such End User, provided that any reported Errors outside of Office Hours shall not be considered registered until the following opening of Customer Support.