



Service Level Agreement

Version: 1.0
Date: 27th March 2017

Service Provider
Indica NL B.V. or Indica Risk & Compliance B.V.

1. Introduction

This document contains the service levels of the Indica Services. By using the Services, Service Provider and the Customer will adhere to the service levels contained within this document. Effectively, this document represents the Service Agreement (SLA) between Service Provider and the Customer for the usage of the Services and the provisioning of services required to support and sustain the Services. This document also contains the product and service description of the Indica products.

The purpose of this document is to ensure that the proper elements and commitments are in place to provide a minimal level of consistent service support, maintenance and software updates, to the Customer by the Service Provider. The Service Provider is entitled to expand its services to the Customer at all times.

The goal of this document is to obtain mutual agreement for service provision to the Customer by the Service Provider. Also, to describe properly service levels the Customer may expect.

The objectives of this document are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

This document and its objectives are limited to the Services and the related support.

This document remains valid until superseded by a revised document. The Customer is responsible for noting updates to this document. This document is subject to the General Conditions of Indica NI B.V. / Indica Risk & Compliance B.V..

2. Definitions

- 2.1 **Agreement:** every agreement between Service Provider and Customer, where Service Provider is providing Services to Customer;
- 2.2 **Availability:** the actual realised level of availability of the Services;
- 2.3 **Business Hours:** hours on Working Days from 9:00 to 17:00 (CET);
- 2.4 **Case(s):** the environment wherein Customer can upload the data.
- 2.5 **Customer(s):** Customers of Service Provider with which Service Provider has concluded an Agreement with;
- 2.6 **Desired Availability:** the by Service Provider pursued level of availability of the Services;

- 2.7 **Incident(s):** when Customer can prove that the Services do not meet explicitly agreed upon functional specifications;
- 2.8 **Force Majeure:** circumstances outside of Service Provider's control including: force majeure on the part of suppliers of Service Provider, the failure to properly fulfil obligations on the part of suppliers of Service Provider, defects in items, equipment, software or materials of third parties the use of which was prescribed to Service Provider by the Customer, government measures, power failures, Internet, data network or telecommunication facilities failures and war. Force Majeure also includes the situation in which the Services do not meet explicitly agreed upon functional specifications as a result of improper use of the Services by the Customer or by the release and use of a new web browser (version);
- 2.9 **Maintenance:** The carrying out of repairs, the taking of precautions and regular inspection of the hardware/software and scheduled Maintenance;
- 2.10 **Maintenance Window:** The period during which Service Provider is permitted to carry out scheduled activities and/or preventive maintenance when the System may not be available;
- 2.11 **Reaction Time:** The time in which Service Provider will inform Customer by e-mail or phone about the occurrence of a specific Incident;
- 2.12 **Recovery Time:** the time between:
- a. the point in time on which Service Provider has identified an Incident or the point in time on which Customer has reported an Incident, and
 - b. the point in time on which the Incident has been (temporarily) fixed or the point in time on which Service Provider has created a workaround for the Incident;
- 2.13 **Service Provider:** Indica NL B.V. / Indica Risk & Compliance B.V., located at Hengeveldstraat 29, Utrecht, The Netherlands;
- 2.14 **Service(s):** The services and products of Service Provider, including Indica On Premise Software, Indica Private Cloud and Indica Cloud e-Discovery. This includes a multipurpose search engine with which Customer can search within a Case or within multiple Cases;
- 2.15 **Service Level Agreement or SLA:** the underlying Service Level Agreement;
- 2.16 **Support Request:** A request from the Customer for information, advice, support or documentation;
- 2.17 **Working Day(s):** Monday to and including Friday, with the exception of Dutch national holidays.

3. Nature of the Service Level Agreement (SLA)

- 3.1 This document establishes performance levels for the Services, defines important characteristics of the Services and establishes consequences in case certain service level is not met.
- 3.2 The SLA is an appendix of the Agreement and Parties enter into the SLA on the same moment that they enter into the Agreement. The Parties enter into this SLA for the same period of time that they enter into the Agreement. The SLA will be terminated automatically on the moment that the Agreement has ended for whatever reason.

- 3.3 If clauses in the SLA conflict with the Agreement or any applicable general terms and conditions, the following ranking will apply:
- a. the offer based on the price list;
 - b. the Data Processing Agreement;
 - c. the Service Level Agreement;
 - d. the General Terms & Conditions
- 3.4 The SLA relates to the following standard support activities by Service Provider:
- a. performing Maintenance;
 - b. repairing Incidents;
 - c. monitoring the Desired Availability; and
 - d. providing assistance.
- 3.5 Besides the aforementioned support activities, Service Provider can also perform extra tasks for Customer. Service Provider will try to communicate extra tasks as well as compensation for these tasks beforehand.

4. Service Levels

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this SLA.

- 4.1 The following services are covered by this SLA:
- a. Manned telephone support
 - b. Monitored email support
 - c. If applicable, monitored servers
 - d. Documentation portal at <https://docs.indica.nl>
- 4.2 Customer responsibilities and/or requirements in support of this SLA include:
- a. Payment for all support costs at the agreed interval.
 - b. Reasonable availability of Customer representative(s) when resolving a service related Incident or request.
 - c. In the Indica On Premise or Private Cloud product, Customer will provide the hardware and operating system.
 - d. In the Indica On Premise or Private Cloud product, Customer monitors the product and underlying ICT-architecture to enable uptime and scalability.
 - e. In the Indica On Premise or Private Cloud product, Customer will administer the users.
 - f. In the Indica On Premise or Private Cloud product, Customer will provide access for Service Provider in a timely manner when resolving a service related Incident or request, or deployment of updates and upgrades.

g. In the Indica On Premise or Private Cloud product, Customer will enable continuous user statistics to Service Provider to enable accurate billing.

- 4.3 Service Provider will use its best efforts to fulfil the following obligations in support of this SLA:
- a. Meeting the Reaction and Recovery Times associated with service related Incidents.
 - b. Appropriate notification to Customer for all scheduled Maintenance.
 - c. In the Indica On Premise or Private Cloud product, Service Provider will set up the product on the environment designated by Customer.
 - d. The conditions for Service Provider to credit a percentage of the license fee for not achieving the service levels as mentioned in this SLA.

5. Priority levels and fixing Incidents

5.1 Incidents will be reported by Customer conform article 12. When Incidents are not reported conform article 12, a correct treatment of or fix for the Incident cannot be guaranteed.

- 5.2 An Incident report will be accompanied by the following information:
- a) the company name of Customer;
 - b) the name of the contact person reporting the Incident;
 - c) current contact information of the contact person;
 - d) an accurate description of the Incident and the time on which it occurred;
 - e) an accurate description of measures that Customer has already taken.

5.3 Three levels of priority are defined:

Priority Level	Remarks
Low Priority	Incident is related to a single user and/or an easy workaround is possible.
Medium Priority	Incident is system-wide, there is no service interruption, a workaround is possible.
High Priority	Incident is system-wide, there is service interruption, no workarounds are available.

Service Provider will determine the priority of Incidents, not the Customer, based on indications of the Customer.

5.4 Service Provider will use its best efforts to meet the following obligations per priority level as shown in the schedule below:

Priority Level	Reaction Time
Low Priority	Next Business Day

Medium Priority	Same Business Day
High Priority	0-4 hours

Classification might be subject to change due to prioritizing by Service Provider. The times above are indications and can not be committed as a time to fix.

Assistance will be provided in-line with the above timescales dependent on the priority of the support request.

5.5 Service Provider will use its best efforts to meet the following obligations per Incident type as shown in the schedule below:

Type	Size	Workaround	Intake	Reaction Time	Recovery Time	Priority
A	1 user	yes	E-mail	NBD	~week	Low
B	1 user	no	E-mail/phone	<4hr	~day	Low
C	multiple users	yes	E-mail	SBD	~day	Medium
D	multiple users	no	E-mail/phone	<4hr	~4hrs	High

The times above are indications and can not be committed as a time to fix. Furthermore, if the Customer is using the product heavily (or other relevant circumstances) at a certain timeframe, the resolution could be postponed to enable progress by the Customer in his tasks and to wait for a more suitable time to resolve.

5.6 Service Provider will use its best efforts to inform Customer within the Reaction Time by e-mail or phone about the occurrence of a specific Incident and, if possible, inform Customer about the priority level, cause of and potential solution for the Incident.

5.7 Customer has the responsibility to keep her contact information up to date. Information or notices sent by Service Provider to the e-mail address of Customer as specified in article 12 paragraph 3 will count as a notice in terms the previous paragraph.

5.8 Customer will assist Service Provider in any way possible in solving the Incident. This includes giving Service Provider access to places, equipment or information of Customer.

5.9 When assistance as specified in the previous paragraph is not given by Customer, then the Recovery Time will not commence until the Customer provides the necessary assistance.

5.10 Service Provider will begin an escalation procedure when an Incident cannot or isn't solved within the indicated Recovery Time. This means that Service Provider will do

everything reasonably within her power to solve the Incident, even hiring necessary external software engineers. During the escalation procedure Service Provider will work non-stop to solve the Incident and inform Customer every four hours about Service Provider's progress in solving the Incident.

6. Services Availability

- 6.1 The Desired Availability of the Service in percentages on a monthly basis is 99,9%.
- 6.2 The Service is available when it is possible to connect to and use the Service. The Service is still available, even when Customer can't connect to or use the Service because of circumstances outside of Service Provider's power. For example: failure of Customers internet connection or equipment.
- 6.3 The Availability will be calculated monthly as follows:

$$DB = \frac{GB - \sum G}{GB} * 100\%$$

DB = the percentage of the Availability.

GB = the percentage of the Desired Availability.

G = the amount of minutes the Incident occurred.

- 6.4 The amount of minutes in which the Service is not available because of Force Majeure or because of Maintenance will not be taken into account when calculating the Availability.
- 6.5 In the Indica On Premise or Private Cloud product the Customer is responsible for uptime and scalability. Service Provider will provide hardware sizing advice before setup and provide additional advice during support, both upon request of Customer.

7. Support

- 7.1 Service Provider will provide support regarding the Services in the form of telephone and e-mail assistance and other activities upon a Support Request of Customer, which in the opinion of Service Provider are supportive and can be carried out quickly and easily.
- 7.2 Support Requests will be reported by Customer conform article 12. When Support Requests are not reported conform article 12, a correct treatment of the Support Request cannot be guaranteed.

- 7.3 Customer will determine the priority of the Support Request. Depending on the applicable price tier there are a number of Support Request included per month, non transferrable. Additional Support Request will entail additional costs. Support Requests with high priority or outside the reasonable influence sphere of products and services of Service Provider will be considered as two Support Requests.
- 7.4 Service Provider will do its best efforts to meet the following obligations per category of Support Request as shown in the schedule below:

Category Support Request	Reaction Time (during Business Hours)	Reaction Time (outside Business Hours)
Normal	NBD	NBD
Urgent	2 Hours	4 Hours

- 7.5 Customer will assist Service Provider in any way possible in solving the Support Request. This includes giving Service Provider access to places, equipment or information of Customer.
- 7.6 In addition to the provision concerning Support Requests stipulated in paragraph 1 of this article, Service Provider is prepared to perform certain other activities on behalf of Customer. At the request of Customer, Service Provider will send a specified quote for the relevant activities.
- 7.7 Service Provider will do its best efforts to, as far as possible, disclose in writing the costs for support prior to the activities.

8. Measurement

- 8.1 The Availability of the Service will be measured by the hosting provider of Service Provider. The Availability of the Service will be measured from the data centre where the server for the hosting of the Service is located. These measurements are leading.
- 8.2 At the request of Customer, Service Provider will do its best efforts to make the reports of the hosting provider available to Customer.
- 8.3 Customer may inform Service Provider about alleged unavailability of the Service. Based on the measurements as specified in this article, Service Provider will acknowledge or deny that the Service is unavailable.

9. Maintenance

- 9.1 Service Provider is, at her discretion, entitled to perform Maintenance to the Service.

- 9.2 Planned Maintenance shall be carried out during a Maintenance Window agreed with Customer.
- 9.3 Unscheduled Maintenance shall be performed outside Business Hours, provided that Service Provider has used reasonable endeavours to give the Customer at least 12 Business Hours' notice in advance.
- 9.4 When Service Provider has to perform emergency Maintenance, Service Provider will do its best efforts to inform Customer as soon as possible about the reason for the Maintenance.
- 9.5 Maintenance as specified in this article will not be taken into account when calculating the Availability, Response Time or Recovery Time.
- 9.6 Service Provider may require that the Customer modify its systems (equipment, software, browser version and the like) if doing so is necessary for the proper functioning of a new version of the services.
- 9.7 The Customer shall ensure that a proper hardware, infrastructure and network facilities are in place.
- 9.8 Bugfix releases are deployed as needed. Critical bugs will be fixed as needed. In case of the Indica On Premise or Private Cloud product then bug fixing will be executed upon request of and access granted by the Customer.
- 9.9 Minor updates to the Services will be applied on a regular basis. In case of the Indica On Premise or Private Cloud services then minor updates will be executed upon request of and access granted by the Customer.
- 9.10 Major updates will be applied to the Services and might be subject to a new license agreement. Major updates may appear on a yearly basis. In case of the Indica On Premise or Private Cloud product then major updates will be executed upon request of and access granted by the Customer.

10. Consequences

- 10.1 For each time that Service Provider didn't meet the Desired Availability, Service Provider will credit Customer 0,1% of the license fees that Customer paid for the Service, for the specific Case, in the concerning year. The aforementioned credit can reach a maximum amount of 10% of the monthly fee.
- 10.2 The aforementioned discounts will exclude any possible damage claims that Customer might have based on unavailability of the Service or level of service by Service Provider.

10.3 When Customer deems to be entitled to and desires a discount as specified in this article, then Customer will request the discount from Service Provider and, on request, provide proof that Customer is entitled to a discount.

11. Backups

- 11.1 The following paragraphs shall apply only to the Service Provider's eDiscovery Cloud product. For the On Premise and Private Cloud product, the Customer is responsible for making backups.
- 11.2 On all days Service Provider will do its best efforts to make a backup of Service Provider's cloud systems, six times a day with a retention period of 36 hours. For the underlying data, a retention period of 24 hours applies.
- 11.3 At the request of Customer, Service Provider will do its best efforts to make a daily backup of the specific Case, between 03:00h and 04:00h CET, with a retention period of three days.
- 11.4 Customer is at all times responsible for the source data. The backups as mentioned in paragraph 2 and 3 of this article, does not include source data.

12. Contact information

12.1 Customer will use the following contact information for reporting Incidents and/or Support Requests:

When	E-mail	Telephone
During Business Hours	support@indica.nl	+31 30 227 0161
Outside Business Hours	support@indica.nl	+31 30 227 0161

- 12.2 Customer can contact Service Provider outside Business Hours when an Incident occurred. If the Incident needs to be resolved with high priority, the Case automatically becomes a 'Category Urgent' Case, and will be billed accordingly. Otherwise the Incident will be treated as 'Category Normal', and Reaction Time will be Next Business Day accordingly.
- 12.3 Customer will assign two contact persons who will report Incidents, Support Requests and/or make contact with Service Provider about the provisions in the SLA. These contact persons will be entered into the Initial Offer.

- 12.4 Only the above-mentioned persons have the right to report Incidents and/or Support Requests to Service Provider. Service Provider can choose to not deal with Incidents and/or Support Requests that are reported by other persons than the above-mentioned contact persons.
- 12.5 Parties will inform each other as soon as possible when the information mentioned in paragraph 12.3 changes.

13. Changes

- 13.1 Service Provider will be authorized to amend the SLA at any time with new terms and conditions. These amendments or additions will become effective thirty days following notification to Customer.
- 13.2 If Customer chooses not to accept an amended term/condition, it shall terminate the SLA within these thirty days. If Customer does not object to the amendments within the aforementioned period, all amendments shall be deemed accepted.

14. Relevant documentation and links

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| • Indica Cloud product: | https://cloud.indica.nl |
| • Indica On Premise or Private Cloud product: | determined by Customer |
| • Documentation: | https://docs.indica.nl |
| • Incident reporting: | support@indica.nl |
| • Phone: | +31 30 227 0160 |
| • Website: | https://www.indica.nl |