

CLOUD SERVICES SERVICE LEVEL AGREEMENT

Article 1: Definitions

<i>1st line Help desk</i>	Support for all Customers on all Problems with the exception of those which initial investigation shows are directly related to the Cloud Services.
<i>2nd line Help desk</i>	Support for all Customers who are activated by the Reseller for Problems which initial investigation shows are directly related to the Cloud Services.
<i>3rd line Help desk</i>	Support for Customers who are activated by Thynx for Problems which are directly related to the Cloud Services and cannot be resolved by the 2nd line Help desk with the aid of predetermined procedures. Solutions to these problems will be documented in the procedures manual.
<i>Availability</i>	The extent to which the Customer can make uninterrupted use of the Cloud Services. Availability is expressed as a percentage of time over a certain measurement period.
<i>Cloud Services</i>	ICT services provided by Partner consisting of (i) Software as a Service (SaaS), meaning the capability provided to the Customer through the Distributor and/or the Reseller to use the offered applications running on a cloud infrastructure. The Customer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings, and (ii) Infrastructure as a Service (IaaS), meaning the capability provided to the Customer through the Distributor and/or the Reseller to provision processing, storage, networks, and other fundamental computing resources where the Customer is able to deploy and run arbitrary software, which can include operating systems and applications. The Customer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components.
<i>Complaint</i>	Any actual expression of dissatisfaction at Thynx's methods of service delivery.
<i>Control Panel</i>	A part of a system which allows the Customer and the Reseller to (i) order the Cloud Services, subject to entry of a User login and password, (ii) obtain an update on the status of orders, (iii) communicate with Thynx, (iv) view the current versions of inter alia the SLA, Help desk telephone numbers, the Help desk log and status of handling of Incidents.
<i>Customer</i>	A customer of the Reseller who purchases the Cloud Services on the basis of the agreement between the Reseller and the Customer.
<i>Help desk</i>	The organization unit responsible for receiving and dealing with reports of malfunctions, answering questions from the Customer and providing support for Problems in the context of the Cloud Services provided to the Customer.
<i>Incident</i>	Operational occurrence that is not part of the standard operation of the system and degrades the level of operational service.
<i>Management</i>	Maintaining the software, repairing identified defects and

	adjusting the software to changes in circumstances. The implementation of new versions of application and system software is also covered by management.
<i>Preventive maintenance</i>	Performing work on the infrastructure, installed software, and/or the configuration to prevent malfunctions or to adapt their functionality.
<i>Problem</i>	The underlying cause of an Incident.
<i>Reseller</i>	A partner of Thynx who licenses the Cloud Services on the basis of a Cloud Reseller Agreement.
<i>Response time</i>	The interval between the time at which the Reseller reports a malfunction to Thynx and the time at which Thynx confirms receipt of the report.
<i>Security</i>	The extent to which authenticity, confidentiality and integrity of processes and data exclusivity is safeguarded.
<i>SLA</i>	This service level agreement between Thynx and the Reseller.
<i>Standard Modification</i>	A modification to the software made at the Customer's request by Thynx, with prior knowledge of the impact, costs and duration.
<i>Start Time</i>	The time within which a start is made on dealing with a reported Incident.
<i>Technical Warranties</i>	The provisions on (i) Availability of the Cloud Services and (ii) Response Time and Start Time for calls to the 2 nd or 3 rd line Help desk.
<i>User</i>	Individual on whose behalf the Customer purchases certain Cloud Services.

Article 2: Subject

1. This SLA defines the service levels to be provided by Thynx in the context of maintenance, Help desk and quality parameters with regard to the Cloud Services. Thynx provides a number of Technical Warranties in relation to the Cloud Services.
2. Thynx shall use commercial best efforts to provide continuous and consistent service and to meet the Technical Warranties with respect to this SLA.
3. The Customer may not make direct claims against Thynx. All service with regard to the Cloud Services will be settled between the Reseller and the Customer in accordance with the agreement between the Reseller and the Customer, whereby the Reseller will involve Thynx on the basis of this SLA.
4. The purpose of this SLA is also to agree on and organise Incident reporting, cooperation between the parties involved in the service of the Cloud Services and the respective responsibilities of Thynx, the Reseller and the Customer. Thynx is consistently endeavouring to improve the quality of the Cloud Services.

Article 3: Change service levels

1. These provisions are applicable to the license of the Cloud Services during the term agreed upon. Given the evolution of technical standards and changing market expectations, these provisions will be updated from time to time by Thynx. In such circumstances, the Reseller and the Customer will be informed as follows. The Control Panel contains the prevailing version of the service levels at

all times. When changes have been made to the service levels, a warning will be sent to the Customers in an e-mail sent their respective e-mail addresses.

2. The Customer is bound by the most recently published provisions on service levels on the Control Panel.

Article 4: Overview of the service

1. The services under this SLA relate to the Cloud Services provided for in the agreement between the Reseller and the Customer, and the Cloud Services defined on the Control Panel.
2. Thynx is responsible for:
 - the Management and maintenance of the Cloud Services in accordance with the SLA and the most recently published provisions on service levels on the Control Panel;
 - the Management and maintenance of the available Cloud Services and software in accordance with the guidelines of the respective suppliers;
 - the 2nd and 3th line Help desk.
3. The Reseller is responsible for:
 - the 1st line Help desk.
4. The Customer is responsible for:
 - the Internet connection;
 - the hardware used by the Customer to establish the connection with the Cloud Services;
 - all hardware and software that is not specifically included in the Cloud Services;
 - compliance with the principles provided for in Article 9.5 of the agreement between the Reseller and the Customer.

Article 5: Detailed description of the service

Maintenance

1. Maintenance comprises:
 - *Preventive maintenance:*
 - proactive monitoring of status;
 - identifying trends, common problems, interrelationships and causes;
 - installing upgrades;
 - optimizing.
 - *Corrective maintenance:*
 - receiving of Incident Reports and monitoring the handling thereof;
 - resolving Incidents and restoring the functioning of all or part of the application, repairing and/or if necessary replacing a software module by a new version.
 - *Additive maintenance:*
 - introducing Standard and non-Standard Modifications and expansions upon request.

2. Maintenance is carried out in accordance with the guidelines of the suppliers and/or vendors.
3. Maintenance of the Cloud Services is carried out in accordance with the guidelines of the suppliers and/or vendors .

Help desk

4. The 1st, 2nd and 3rd line Help desk offering support to the Customer as described in the definitions.
5. The 1st line Help desk is provided by the Reseller, and relates to full support facilities for the Customer and its Users for Incidents or Problems relating to the Cloud Services. All Problems which initial investigation shows are not directly related to the Cloud Services must be resolved at the level of the 1st line Help desk.
6. The 2nd and 3rd line Help desk are provided by Thynx, and relate to support facilities for the Customer which can only be activated by the Reseller by placing a cool in the Help desk system on the Control Panel. The 2nd line Help desk is called when the Incident or the Problems relate to the Cloud Services.

Security

7. Thynx will use its best endeavours to ensure that loss of data is virtually impossible by backing up to tape.
8. Data backups will be overwritten daily. At the Customer request a longer storage time can be arranged upon payment of the prevailing rates in the price list on the Control Panel.

Article 6: Service levels (quality parameters)

Help desk

1. The 1st line Help desk is provided by the Reseller. This SLA does not define the service levels for the 1st line Help desk organized by the Reseller. The Reseller will, however, log calls about Incidents or Problems relating to the Cloud Services in the Help desk log provided on the Control Panel.
2. The Reseller undertakes to organise this 1st line Help desk in accordance with the applicable standards in the industry, at the discretion of Thynx.
3. The Reseller's 1st line Help desk can be contacted during office hours on working days (Monday to Friday) from 08.00 - 18.00 hours. The Help desk can be contacted by telephone.
4. The 2nd and 3rd line Help desks can be contacted during office hours on working days (Monday to Friday) from 08.00 - 18.00 hours. The Reseller can call on the Help desk during opening hours by logging an Incident or Problem in the Help desk system on the Control Panel.

5. The 2nd and 3rd line Thynx Help desks can only be contacted outside office hours on two special numbers. The telephone number applicable at the time can be found on the Control Panel, followed by a backup phone number.
6. Two permanent telephone numbers are available for the Reseller in the event that the Control Panel is completely inaccessible and the two telephone numbers applicable at that time cannot be retrieved from the Control Panel. One of these two permanent phones is always accessible.
7. If a non-emergency problem is reported using the Help desk system on the Control Panel, it will not be dealt with until the next working day.

Incident Management (second and third line) Help desk

8. This involves the classification, Management and handling of Incidents.
9. The Reseller will log the Incident or malfunction in the Help desk log on the Control Panel, thereby activating the 2nd line Thynx Help desk.
10. The Reseller will report any Incidents or Problems immediately and undertakes to provide all information and documents necessary to allow careful and meticulous compliance by Thynx with its obligations.
11. If the Problem cannot be resolved by the 2nd line Help desk, Thynx itself will activate the 3rd line Help desk.
12. Thynx will continue dealing with the Help desk call until reporting back to the Reseller's 1st line Help desk. The status of processing the Incident or Problem is entered in the Help desk log.

Response Times and Availability

13. As a rule, a best efforts obligation applies in relation to Thynx Response Times and Availability. Platinum, Gold, Silver or Bronze options are available in maintenance contracts. Thynx's Response Times and Availability depend on the type of maintenance contract chosen. Each Customer must indicate the chosen maintenance contract for a particular Service. A customer cannot choose different maintenance contracts for different Users of the same Service.
14. The maintenance contract covers resolution of Incidents or Problems, changes or extensions to the Cloud Services (for example when new Users join) as well as new Cloud Services for existing Customers.
15. See "Terms and Definitions" for the definition of "Response Time" and "Start Time".

Subject	Max Response time	Start Time
Platinum (24/7/365)	1 hour	Within 8 hours
Gold	1 hour (within office hours)	Within one working day
Silver	Within one working day	Within two working days
Bronze	Within two working days	

16. If, in derogation of the maintenance contract, the Customer wishes to have an earlier Start Time, the prevailing rates for Help desk calls (in line with the current price list on the Control Panel) will apply.

Data Recovery

17. The maximum time for resolving Problems or Incidents or for processing an application does not apply to the recovery of data (data restore) because the time required for this depends on the amount data to be restored.

Fee for interventions

18. If problems are attributable to the central infrastructure provided by Thynx, the call to the Help Desk by Thynx will not be charged to the Customer.
19. If the call to the Help Desk is about an application for (i) changes in the configuration, (ii) the recovery of data (data restore) or (iii) any other question that is not related to a Problem that is attributable to the central infrastructure provided by Thynx, the call to the Help desk will be charged at the prevailing rates published on the Control Panel. The rates vary depending on which type of maintenance contract is concluded.

Maintenance

20. Preventive maintenance

This is scheduled maintenance-whereby the Users may not be able to continue to use the Cloud Services, as in the case of a hardware and software upgrade. This maintenance is carried out outside office hours. Thynx will notify the Reseller and the Customer of scheduled maintenance at least 10 working days in advance using the Help desk system on the Control Panel.

21. Corrective maintenance

This is unscheduled maintenance whereby the Customer may not be able to continue to use the Cloud Services. Corrective maintenance relates to changes and adjustments on account of an Incident or change of functionality that involves immediate necessary adjustments to maintain proper functioning of the system. This maintenance can be carried out at all times ad hoc at the discretion of Thynx. Where possible, a work-around will be applied for the Incident Thynx will notify using the Help desk system on the Control Panel, but does not guarantee.

22. Additive maintenance

This involves extensions of the Cloud Services.

Availability (uptime)

23. Thynx will achieve average Availability of each of the Cloud Services over a year of 99.9% between 6 a.m. and midnight, seven days a week.
24. Lack of Availability caused by third parties called on by Thynx, the Reseller or the Customer for the Cloud Services (such as telecom operators and Thynx's supplier(s) for the data centre infrastructure and the connection with the

Internet backbone) will not be taken into account in evaluations of the Availability provided by Thynx.

25. Calculation of Availability: 100% minus the number of minutes that the Cloud Services concerned not available according to the monitoring system of Thynx divided by the number of minutes in a calendar month. The following events do not include in the calculation of Availability:

- Preventive maintenance;
- Corrective maintenance;
- failure caused by acts of the Reseller or the Customer including failure caused by customer-specific applications;
- failure caused by cyber-attacks, sabotage, viruses or other harmful acts of third parties;
- DNS issues outside the control of Thynx;
- failure by disturbances on the Internet beyond the control of Thynx;
- loss resulting from fire, explosions or any other event of force majeure;
- failure of the Control Panel.

Article 7: Requirements for Use

1. The Customer is granted a non-transferable and non-exclusive licence for each registered User to use the Cloud Services for the term of the agreement between the Reseller and the Customer. In that agreement, the Customer undertakes to respect the licence conditions and all terms and conditions for use of the Cloud Services. The Customer further guarantees that all Users will similarly respect these conditions and assumes full responsibility for those Users.
2. In order to safeguard the quality of Thynx service in the context of the Cloud Services, a number of requirements and conditions are stipulated with respect to use of the facilities by the Customer and the Users. These requirements and conditions are set out in the agreement between the Reseller and the Customer. The Reseller guarantees compliance in full by the Customer/Users and will pay compensation to Thynx for any damage suffered by Thynx due to non-compliance. The Reseller furthermore indemnifies Thynx against any claims by third parties in this regard. If the Customer/Users do not meet these requirements, Thynx will be entitled to permanently or temporary block the Cloud Services, the service under the SLA and access to the Control Panel without any requirement to pay any compensation to the Reseller and/or the Customer.

Article 8: Communication and Reporting

Help desk

1. Help desk Incidents and reports are included in the Help desk log. Initially, this includes:
 - a call number (automatically generated);
 - the time of the report;
 - the person who reported the incident;
 - the description of the Incident or Problem;
 - the Customer.

2. This is supplemented by:
 - the solution that was applied;
 - the time at which the Problem was finally resolved.
3. The Help desk log is accessible on the Control Panel to the Reseller and the Customer, in relation to the Incidents and Problems reported by or on behalf of that Customer.

Invoicing

4. Invoices received by the Customer will be accompanied by a statement of the calls to the Help desk and of the Cloud Services taken up.

Article 9: Procedures for Complaints

1. A Complaint is distinguished from a normal Incident resulting in a Help desk call and Help desk reporting in the Help desk log.
2. A Complaint is where a Customer expresses dissatisfaction to the Reseller about the functioning of the Help Desk and/or software maintenance carried out by Thynx or about consistent poor performance of the Cloud Services.
3. A Complaint will only be accepted if it is sent by registered letter or email to the Reseller within 10 calendar days after the Incident or event which gave rise to the Complaint.

Article 10: Obligations under the applicable privacy laws and/or regulations

1. In the context of the Cloud Services, Thynx and the Reseller have the capacity of a processor for any data processing realised by the Customer on the infrastructure. This does not make them in any way responsible for the processing of personal data by the Customer within the meaning of the applicable privacy laws and/or regulations, since they are only carrying out technical processing operations at the instruction of the Customer.
2. The Customer guarantees in the agreement between the Reseller and the Customer to fully observe the applicable privacy laws and/or regulations. The Customer takes cognisance of the technical and organisational safety measures foreseen by the Reseller, evaluate these measures in light of the data processing intended by it, and the risks connected thereto, and considers these measures adequate.
3. As the processor, the Reseller and/or Thynx is responsible only for:
 - implementing the security measures it undertakes in this SLA;
 - processing the data from the Customer in accordance with the Customer's instructions, which are tantamount to the provision of the Cloud Services on the one hand and storage of the Customer's confidential data on the other.
4. The Reseller has referred the Customer to collective labour agreement CAO No. 81 for the protection of the privacy of employees with respect to the control of electronic online communication data, declared generally binding by the Royal Decree of 12 June 2002, in addition to the Belgian Personal Data Processing Act and any other regulations and/or obligations imposed on the party responsible for processing and the use that party may make of its employees' data.
5. If at any time the Customer requests information from the Reseller or Thynx in relation to the history of the Internet or e-mail traffic of one or more Users, the Customer has guaranteed prior and full compliance with legislation and regulations in the agreement between itself and the Reseller. In that agreement, the Customer indemnifies the Reseller against any claims by employees of the

Customer or third parties, based on the Customer's failure to comply or comply in full with statutory regulations on privacy. This indemnification by the Reseller applies *mutatis mutandis* in respect of Thynx.

Article 11: Compensation for non-compliance with the Technical Warranties

1. If during a calendar year Thynx does not meet the agreed service level set out in Article 6.23, the Customer is entitled to a one-off compensation payment of 5% of the total invoice value of the Cloud Services concerned for the relevant calendar year. If a contract is less than one year, the Customer is entitled to a one-off compensation payment of 5% of the total invoice value of the Cloud Services concerned about the relevant contract period.
2. Compensation for non-compliance with the Technical Warranties applies only if non-compliance is attributable to Thynx.
3. The aforementioned financial compensation serves as sole financial compensation. The Customer has no right to any (other) compensation or right to any other or further refund nor is the Customer entitled to terminate the SLA and/or the agreement between the reseller and the Customer for this reason..
4. The Customer will submit an application for compensation according to the procedure set out in writing within six weeks after the end of the calendar year under submission of documents establishing the existence and content of the claims, on the pain of dissolution of his right to claim.
5. If and insofar the Customer claims for compensation, he acknowledges that the amount will be paid by issuing a credit invoice. Thynx has the right to set-off with outstanding payments.

Article 12: Final Provisions

1. This SLA constitutes the entire agreement between the parties concerning the subject stated above and supersedes and cancels any prior agreement or any contemporaneous oral agreement between the parties on the subject.
2. Any adjustment or amendment of this SLA will only be binding upon the parties if agreed upon in writing (including, but not limited to electronically) and duly signed by both parties.
3. Should any provision of this SLA, or the implementation thereof, be void or unenforceable, the other provisions will not be affected by this and remain in full force and effect. In this case the parties, within the limits of the applicable law, will draft a new stipulation that meets the objectives intended by the void or unenforceable stipulation, and include this as an amendment to this SLA.
4. This SLA shall be binding upon and inure to the benefit of the parties, their legal representatives, successors and assigns. Each party is strictly prohibited from transferring the rights and obligations arising from this SLA, in part or in whole, to a third party, without the other party's express prior written approval, with the exception of Thynx, who will be entitled to transfer the SLA to a subsidiary or group company.

5. Each party shall bear its own costs of the conclusion and the implementation of this SLA.
6. The failure of either party to enforce at any time one or more of the terms or conditions of this SLA shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions.
7. The English language of this SLA shall be the only authentic text.
8. A failure in the performance of their obligations under this SLA cannot be attributed to a party if the failure is caused by circumstances beyond the reasonable control of said party such as fire, flood, strikes, labour unrest or other disruptions of the economy, unavoidable accidents, embargos, blockades, legal restrictions, riots, government measures, non-availability of means of communication, terrorist attacks, war, etc.
9. In case of temporary force majeure the mutual obligations of the parties shall be suspended until the hindrance is eliminated. Where force majeure persistently prevents fulfilment, by which the parties also understand a force majeure situation which lasts for more than 90 days, the SLA shall end by right. The parties shall then have no right to fulfilment, compensation for this reason and/or postponement.