

PLATFORM SERVICE LEVEL AGREEMENT

Article 1: Definitions

<i>1st line Help desk</i>	Support for all Licensees on all Problems with the exception of those which initial investigation shows are directly related to the Platform.
<i>2nd line Help desk</i>	Support for all Licensees on all Problems which initial investigation shows are directly related to the Platform.
<i>3rd line Help desk</i>	Support for all Licensees on all Problems which are directly related to the Platform 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 Licensee can make uninterrupted use of the Platform. Availability is expressed as a percentage of time over a certain measurement period.
<i>Cloud Service Related Documents</i>	All documents related to the cloud services supplied via the Platform enforced and used by the service provider of the cloud services, included, but not limited to service level agreements, customer terms & conditions, end user license agreements, etc., which documents are available via the Control Panel.
<i>Complaint</i>	Any actual expression of dissatisfaction with regard to the service delivery of the Platform.
<i>Control Panel</i>	The part of the Platform, made available by Thynx to the Licensee through which (i) cloud services may be ordered, subject to the user login name and password being entered, (ii) the licensee can view the status of orders, (iii) communications with Thynx are possible, (iv) the most recent version of essential information, including, but not limited to the SLA, the Cloud Service Related Documents, the Helpdesk telephone numbers, the Helpdesk log and the status of the solution of incidents can be viewed, and (v) all invoicing of fee's for the Platform and for the cloud services

	will be provided.
<i>Customer</i>	A customer of the Reseller who licenses the Platform on the basis of the agreement between the Reseller and the Customer.
<i>Distributor</i>	A partner of Thynx who licenses the Platform on the basis of a Partner Agreement
<i>Help desk</i>	The organization unit responsible for receiving and dealing with reports of malfunctions, answering questions from the licensees and providing support for Problems in the context of the Platform.
<i>Incident</i>	Operational occurrence that is not part of the standard operation of the system and degrades the level of operational service.
<i>Licensee</i>	A Distributor, Reseller or Customer
<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>Platform</i>	The separate or joint use of the Cloud Services Delivery Platform, which is a combination of hardware, software and networking components, together forming an Information Technology System used for provisioning and billing of cloud services.
<i>Preventive maintenance</i>	<i>Performing work on the installed software, the Platform and/or the configuration to prevent malfunctions or to adapt their functionality.</i>
<i>Problem</i>	The underlying cause of an Incident.
<i>Reseller</i>	A partner of Thynx who licenses the Platform 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 a

	Licensee'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 Platform and (ii) Response Time and Start Time for calls to the 2 nd or 3 rd line Help desk.
<i>Thynx</i>	Thynx N.V., with registered office and office address at 9400 Ninove, Nederwijk 267 and registered in the Register for Legal Entities under enterprise number 0896.689.378
<i>User</i>	Individual on whose behalf the Licensees license the Platform.

Article 2: Subject

1. This SLA contains the service levels to be provided by Thynx in the context of maintenance, Help desk and quality parameters with regard to the Platform. Thynx provides a number of Technical Warranties in relation to the Platform.
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 Reseller or the Customer may not make direct claims against Thynx. All service with regard to the Platform will be settled between the Reseller and the Customer and the Distributor and the Reseller, whereby the Distributor 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 Platform and the respective responsibilities of Thynx, the Distributor, the Reseller and the Customer. Thynx is consistently endeavouring to improve the quality of the Platform.
5. This SLA does not apply to maintenance, Help desk and service levels of cloud services provisioned by the Platform. For the SLA's on individual cloud services the Cloud Services Related Documents apply.

Article 3: Change service levels

1. These provisions are applicable to the license of the Platform during the term agreed upon between the Licensees. 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 Licensees 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 Licensees in an e-mail sent to their respective e-mail addresses.

2. The Licensees are bound by the most recently published provisions on service levels on the Control Panel.

Article 4: Overview of the service

1. Thynx is responsible for:
 - the Management and maintenance of the Platform in accordance with the SLA and the most recently published provisions on service levels on the Control Panel;
 - the guidelines of the respective suppliers;
 - the 3rd line Help desk.
2. The Distributor is responsible for:
 - the 2nd 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 Platform;
 - all hardware and software that is not specifically included in the Platform;
 - 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

Software maintenance

1. Software maintenance comprises:
 - *Preventive maintenance:*
 - proactive monitoring of software status;
 - identifying trends, common problems, interrelationships and causes;
 - installing software upgrades;
 - optimizing software.
 - *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 of the platform is carried out in accordance with the guidelines of the hardware and the software suppliers.

Security

3. Thynx will use its best endeavours to ensure that loss of data is virtually impossible by backing up to tape.
4. Data backups will be overwritten daily.

Help desk

5. The 1st, 2nd and 3rd line Help desk offer support to the Customer as described in the definitions.
6. The 1st line Help desk is provided by the Reseller, and regards support for the Customer and its Users on all Problems with the exception of those which initial investigation shows are directly related to the Platform.
7. The 2st line Help desk is provided by the Distributor, and regards support for the Reseller on all Problems which initial investigation shows are directly related to the Platform.
8. The 3rd line Help desk is provided by Thynx, and regards support for the Distributor on all Problems which are directly related to the Platform and cannot be resolved by the 2nd line Help desk with the aid of predetermined procedures. They provide support facilities for the Distributor which can only be activated by logging an Incident or Problem in the Help desk tool on the Control Panel.

Article 6: Quality parameters Help desk

1. The Help desk can be contacted by logging an Incident or Problem in the Help desk tool in the Control Panel. The Control Panel is accessible 24/7/365.
2. This SLA does not define the service levels for the 1st and 2nd line Help desk. The Reseller and the Distributor will, however, log calls about Incidents or Problems relating to the Platform in the Help desk log provided on the Control Panel.
3. The 1st, 2nd and 3rd line Help desk will handle Incidents or Problems during office hours on working days (Monday to Friday) from 09.00 - 18.00 hours and in accordance with the applicable standards in the industry.
4. In case of an emergency, the 3rd line Help desk can be contacted outside office hours on a special telephone number. The telephone number applicable at the time can be found on the Control Panel, followed by a backup phone number.
5. Two permanent telephone numbers are available 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 telephone numbers is always accessible.
6. If a non-emergency problem is reported using the Help desk tool it will not be dealt with until the next working day.

Incident Management (2nd and 3rd line) Help desk

7. 2nd and 3rd line Help desk involves the classification, Management and handling of Incidents.
8. The Reseller will log the Incident or malfunction in the Help desk log on the Control Panel, thereby activating the 2nd line Help desk.
9. 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.
10. If the Problem cannot be resolved by the 2nd line Help desk, Thynx itself will activate the 3rd line Help desk.
11. 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

12. As a rule, a best efforts obligation applies in relation to Response Times and Availability.
13. The SLA covers resolution of Incidents or Problems, changes or extensions to the Platform (for example when new Users join) as well as new functionality for existing Customers.
14. See "Terms and Definitions" for the definition of "Response Time" and "Start Time".

Subject	Max Response Time	Start Time
Standard Support	Within one working day	Within two working days

Fee for interventions

15. If Problems are attributable to the Platform, the call to the Help desk will not be charged.
16. If the call to the Help desk is not related to a Problem that is attributable to the Platform, the call to the Help desk will be charged by at the applicable rates published on the Control Panel. The rates vary depending on which type of maintenance contract is concluded.

Software maintenance

17. Preventive maintenance

This is scheduled maintenance-whereby the Users may not be able to continue to use the Platform, 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.

18. Corrective maintenance

This is unscheduled maintenance whereby the Customer may not be able to continue to use the Platform. 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.

19. Additive maintenance

This involves extensions of the Platform.

20. Maintenance on the Platform will not affect the availability or use of activated cloud services that are already in use by the Customer.

Availability (uptime)

21. Thynx will exert best efforts to achieve average Availability of the Platform over a year of 99.9% between 6 a.m. and midnight, seven days a week.

Article 7: Requirements for Use

1. The Licensee is granted a non-transferable and non-exclusive licence for each registered User to use the Platform for the term of the Partner Agreement conducted between Thynx and the Distributor, respectively the Cloud Reseller Agreement between the Distributor and the Reseller, respectively the agreement between the Reseller and the Customer. The Licensee undertakes to respect the licence conditions and all terms and conditions for use of the Platform. The Licensee furthermore guarantees that all Users will similarly respect these conditions and assumes full responsibility for these Users.
2. In order to safeguard the quality of the Platform, a number of requirements and conditions are stipulated with respect to use of the facilities by the Licensees and the Users in the respective agreements between Thynx and the Distributor, the Distributor and the Reseller and the Reseller and 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 Licensee.
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 Licensees, in relation to the Incidents and Problems reported by or on behalf of a Customer.

Invoicing

4. Invoices received by the Licensees will be accompanied by a statement of the calls to the Help desk and of the 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 Licensee expresses dissatisfaction about the functioning of the Help desk and/or software maintenance carried out by Thynx or about consistent poor performance of the Platform.
3. A Complaint will only be accepted if it is sent by registered letter or email to Thynx 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 Platform, the Reseller, the Distributor and Thynx have the capacity of a processor for any data processing realised by the Customer on the Platform. 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 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, the Distributor 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 services on the one hand and storage of the Customer's confidential data on the other.

Article 11: 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.