

# DigitalHQ – Service Level Agreement

Last updated: August 2023 [1.0]

1. Definitions:
  - a) **Response time** – the time between reporting the Error and obtaining formation of proceeding with its removal
  - b) **Repair time** – the time between reporting the Error and applying the fix to the DigitalHQ platform
  - c) **Error** – the total unavailability of the DigitalHQ platform or its malfunction in all aspects, due to faults of the DigitalHQ platform. The categories and definitions of the individual categories of Errors are described in point 15 of the Appendix
  - d) **Workaround** – restoring the operation of the DigitalHQ application to the pre-error state, with possible limitations in the manner of application use, but not preventing the performance of supported functions
  - e) **Error Category** – the impact of the specific type of error on the operation of the DigitalHQ platform as a whole. For the purposes of the SLA, expected response times and repair times have been assigned to individual error categories
  - f) **SLA fulfilment level** – the actual level of fulfilment of a Support Request in relation to the agreed Response time and
  - g) **Support Request** – the Subscriber's request for Maintenance Services regarding an Error
  - h) **Working Hours** – Hours between 8:00 and 16:00 on Working Days
  - i) **Working Days** – days from Monday to Friday, excluding public holidays.
2. DigitalHQ will launch a dedicated reporting platform.
3. The Subscriber will specify the persons who will be assigned to submit reports and the persons authorised to decide on the reports.
4. DHQ will allocate access for a dedicated group of people to the reporting platform (maximum of 6 people).
5. In the event of critical problems, the Subscriber will be able to send a direct e-mail to a DHQ dedicated service address for the purpose of reporting the problem. In this case, the content of the e-mail will be put into the report on the reporting platform, and the Subscriber's representative will confirm the content in the notification platform immediately.
6. On the date of onboarding completion of the DigitalHQ platform, DigitalHQ will begin providing Maintenance Services as per the terms described below and in other provisions of the Agreement.
7. The purpose of the Maintenance Services is to ensure correct and uninterrupted operation of the DigitalHQ platform and to ensure delivery of additional service supporting the use of the DigitalHQ platform by the Subscriber.
8. Maintenance services include:
  - a) Service support (analysis of services requests, defining the causes of problems in service requests, removing the causes of problems in service requests, remove the effects of said in service requests, maintaining the system responsible for handling service requests, and ongoing system monitoring)
  - b) SLA (removing DigitalHQ platform errors within the Response Time, ensuring the correct and uninterrupted operation of the DigitalHQ platform).
9. DHQ is committed to provide Maintenance Services in a way that prevents loss of the Subscriber's data, including that which the Subscriber will have access to during the performance of services provided.
10. The Subscriber will provide the first line of support, the first line support team will forward the tickets to the dedicated reporting platform. First line of support personnel will be responsible for establishing whether the notification is an error according to the manual for the DigitalHQ platform, which can be found in the User Manual.
11. DHQ can perform Maintenance Services by remotely accessing the DigitalHQ platform.
12. DHQ will receive and acknowledge error reports during Working Hours on Working Days.
13. The reaction time of the problem reported in the last working hour of DHQ will be commenced in the first working hour of the following working day.

14. W In the event of an error being identified, the Subscriber will report it and assign the appropriate category. DHQ will undertake to register the reported Error using solutions to reporting problems. DHQ will accept reports submitted in the following formats:
  - a) Using the DHQ provided notification system,
  - b) by sending the report by e-mail using the address: support@digitalhq.cloud
15. Error Categories:
  - a) **Critical Error** – malfunctioning of the DigitalHQ platform, resulting in either the complete inability to operate the DigitalHQ platform, or such a limitation of the use of the DigitalHQ platform that it ceases to fulfil its basic functions. An example of a Critical error is the inability to start the DigitalHQ platform, failure to read/write from the database, loss of data or their consistency, failure to log in a user, and unavailability of critical functions of the DigitalHQ platform.
  - b) **Serious Error** – malfunctioning of the DigitalHQ platform resulting in a restriction of the use of the DigitalHQ platform while fulfilling basic functions of the platform. An example of a Serious Error is the unavailability of key functions of the DigitalHQ platform.
  - c) **Standard Error** – malfunction of the DigitalHQ platform, that does not limit the use of the DigitalHQ platform. An example of a Standard Error is a malfunction of non-key functions, e.g. inaccessibility of the help function, or a language error in the user interface.
  - d) **Minor Error** – malfunction of the DigitalHQ platform, including non-typical situations or concerning individual users and devices, as well as visual and cosmetic defects. An example of a Minor Error is the incorrect display of an interface fragment for individual users or on specific browsers and devices.
16. As part of the SLA, DHQ commits to meet the following parameters:

Error Category	Response Time	Repair Time
K4	4 hours	8 hours
K3	8 hours	1 day
K2	5 days	15 days
K1	15 days	30 days

17. Error Categories defined as per the following table:

Error Range	Scope of Error			
	Minor Error	Standard Error	Serious Error	Critical Error
All users	K1	K2	K3	K4
Individual users	K1	K1	K2	K2

18. The times indicated in the table above are counted upon error submission within Working Hours.
19. DHQ provides a Workaround during the Repair Time, the Repair time will be increased until the error is assigned to category K2.
20. DHQ is obliged to confirm acceptance of the report with an appropriate entry in the service application (this also applies to reports submitted by e-mail or phone) The moment of report confirmation does not affect the Response Time or Repair Time.
21. Notifications will contain information about the incorrect operation of the DigitalHQ platform in use by the Subscriber, which is important for appropriate diagnosis and removal of irregularities of the DigitalHQ platform. The reporting system supplied by DHQ cannot make the service

- commenced by a report dependant on any other information other than the Error description and the circumstances of its occurrence known to the Subscriber, nor may it require a specific level of detail in these descriptions. The Subscriber may create a report using other communication channels indicated in this paragraph and the report made using each of them is considered effective when the report is received by DHQ or upon of the report into electronic communication in a way that DHQ is able to ascertain its content.
22. Upon DHQ received a report or if DHQ becomes aware of the Error from a source other than the Subscriber's report, DHQ will be obliged to take steps to remove the Error. DHQ is obliged to inform the Subscriber about taking action within the Response Time.
  23. If DHQ determines that the Error cause is situated in an entity outside the DigitalHQ platform. In particular within the Subscriber's infrastructure, DHQ is not obliged to remove the Error within the Repair time, but is obliged to:
    - a) Indicate the case of the DigitalHQ platform malfunction by indicating the entity causing it, and if possible, also the entity responsible for removing said malfunction of the DigitalHQ platform;
    - b) Do Support third parties involved in removing the cause of the report, including providing such person or entity with all information about the DigitalHQ platform necessary to restore full functionality.
  24. The Availability Level and the Repair time used for the assessment of SLA compliance will be regarded only within the parameters of Working Hours on Working Days.
  25. SLA compliance assessment does not take into account previously planned work such as Planned Downtime, i.e. Previously planned work related to updating the DigitalHQ Platform or the Subscriber's infrastructure
  26. DHQ is obliged to provide the following Level of SLA Fulfilment on a monthly basis:
    - a) Percentage of Support Request submissions where DHQ responded in accordance within the appropriate Response Time, for all submissions – Minimum of 97%;
    - b) Percentage of Support Request reports, in which the Solution was provided in accordance within the appropriate Response Time, for all reports- Minimum of 97%.
  27. W In the event of a failure to meet the SLA Fulfilment Level as specified in point 16, DHQ will grant the Subscriber a compensation in the form of a reduced monthly fee for a given month, in accordance with the table below:

Monthly SLA Fulfilment Level	Compensation
97% <= SLA Level < 100%	No compensation
80% <= SLA Level < 97%	10% service discount
SLA Level < 80%	25% service discount