

# Service Level Agreement (SLA)

## Support & Maintenance

We shall maintain a support helpdesk that will respond to you within eight hours during normal business hours in Europe (GMT +1). The support helpdesk service is available on workdays, with the exception of public holidays, from 9 am to 5 pm.

Furthermore:

we will attempt to resolve “reproducible” bugs in the Software (“reproducible” means that Visual Retailing BV can reproduce the bug when required by following the same steps that caused it to occur, as opposed to bugs which occur randomly, which are not regarded as "reproducible");

-we will provide you with information about new features introduced in new versions of the Software;

-updates of the ShopShape Software will be executed automatically;

-updates of the ShopShape App can be executed by Customer when available in the App Store.

Visual Retailing is not obliged to provide maintenance and support or keep available older versions of the Software or the App than the most recently released version.

## Availability

To provide the service to you we are using Google App Engine.

Because our availability relies on the availability thereof, we provide the same conditions as stated in the service level agreement of Google App Engine. Below we have summarized the relevant provisions from this service level agreement:

During the term of this Agreement, the Service will be operational and available at least 99.95% of the time in any calendar month (the "SLA"). If the Provider does not meet the SLA, and if Customer meets its obligations under this SLA, the Customer will be eligible to receive the Financial Credits described below. This SLA states the Customer's sole and exclusive remedy for any failure by the Provider to meet the SLA. Capitalized terms not defined herein have the meaning set forth in the Terms and Conditions.

## Definitions.

“Downtime” means more unavailability of the Service.

“Downtime Period” “ means, for an application, a period of five consecutive minutes of Downtime. Intermittent Downtime for a period of less than five minutes will not be counted towards any Downtime Periods.

“Financial Credit” means the following:

## ShopShape SaaS - Service Level Agreement

Monthly Uptime Percentage	Percentage of monthly bill credited to future monthly bills of the Customer
99.00% – < 99.95%	1,0%
95.00% – < 99.00%	2,5%
< 95.00%	5,0%

"Monthly Uptime Percentage" means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

### The Customer Must Request Financial Credit.

In order to receive any of the Financial Credits described above, the Customer must notify the Provider within fifteen (15) days from the time the Customer becomes eligible to receive a Financial Credit. Failure to comply with this requirement will forfeit the Customer's right to receive a Financial Credit. Contact support to notify the Provider of SLA Financial Credit eligibility.

### Maximum Financial Credit.

The aggregate maximum number of Financial Credits to be issued by the Provider to the Customer for any and all Downtime Periods that occur in a single billing month shall not exceed five per cent (5%) of the amount due by the Customer for the Service for the applicable month. Financial Credits will be made in the form of a monetary credit applied to future use of the Service and will be applied within sixty (60) days after the Financial Credit was requested.

SLA Exclusions. The SLA does not apply to any errors: (i) caused by factors outside of Provider's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that are result of abuses or other behaviors that violate the Agreement; or (iv) Services that are being limited by quotas.

### **Changes to the Google App Engine SLA**

We reserve the right to make reasonable changes to the above SLA if Google amends its App Engine SLA.