ANNEXE 2 – SERVICE LEVEL AGREEMENT

1. **AVAILABILITY OF THE SERVICE**

   1.1. Innoship guarantees a level of availability for the Software of 99.9%.

   1.2. In case of an incident, the Client shall inform Innoship, in accordance with the provisions of this Agreement, regarding the problem and the moment when it has occurred. While identifying and remedying such incident, the Client will provide Innoship, in a timely manner, with any information necessary in this respect.

   1.3. Innoship shall perform normal system maintenance activities regarding any managed equipment/system every 10 days. The maintenance activity will be carried out between 00.30 and 03.30 Client local time, without prior notice, except for the cases provided at Article **Error! Reference source not found.** of the Agreement.

   1.4. The breach of the obligation provided above at Article **Error! Reference source not found.** shall lead to a reduction of the invoice price corresponding to the month in which the availability level was not complied with, proportionally with the time for which the Software was not available.

2. **EXCLUSIONS**

   2.1. The following scenarios will not be considered downtime for the purpose of this SLA and shall not attract any liability whatsoever of Innoship towards the Client:

   a) Faults generated by third party communication services to which the Software is connected for communication purposes (*e.g.* SMS and emails, internet network);
   b) Faults generated by third party data services which are used in connection to the Software for third party data import purposes (*e.g.* the application for orders of the Client) or data export (*e.g.* couriers' APIs);
   c) Faults generated by cyber-attacks, in which case Innoship may shut down the entire system in order to protect the Client's valuable data;
   d) Faults generated by the improper use of the Software by an employee of the Client (*e.g.* since the Software allows for data import and data manipulation, one of the users may, intentionally or by negligence, insert special code, for example by uploading a simple file, that would lead to improper actions being executed by the Software. In such scenario, the Software may become unavailable).

3. **TECHNICAL SUPPORT**

   3.1. Technical support is ensured during Business Days, except the support for incidents of level 1 and 2 severity, when Innoship shall offer support 24/7 on request. For the purpose of providing technical support, Innoship shall classify incidents with respect to their severity, in descending order, as follows:

DEFINITION	
Severity	**Description**
Priority 1 – Emergency	A problem which renders the used Software solution completely inoperable or which determines the cessation of a critical business process. The activity of the client is gravely impacted.
Priority 2 – Critical	A critical business process is significantly affected or an uncritical business process is not available. The occurrence of a severity 2 incident implies that the Software works, but: • some components are deactivated; • it provides incorrect results with a minimum deviation of 5% in comparison with the estimated correct results; • performance is significantly affected, causing a significant impact on the business due to an issue in implementation/development. The Client may continue the use of the Software, but with a significant impact on its business.
Priority 3 – Major	A critical business process is facing certain service degradation or a non-critical business process of the supported solution is affected or unavailable. The occurrence of a severity 3 incident implied that the Software works, but • it provides incorrect results with a deviation between 1% and 5% in comparison with the estimated correct results • performance is significantly affected, causing a limited impact on the business due to an issue in implementation/development The supported solution may be used with a loss of services and/or performance, and with a limited impact on the Client's business.
Priority 4 – Minor	The supported solution has cosmetic or minor issues, without a significant impact on the Client's business.
Priority 5 – Information	General questions regarding features and functionalities of the supported solution.

3.2. The Response, Establishment and Resolution times for the occurred incidents are as follows:

Severity	Response time	Establishment time	Resolution time	Final remedy of the issue
Priority 1 - Emergency	0.5 hours	3 hours	5 Business Days	Next system version (next update)
Priority 2 - Critical	1 hour	6 hours	10 Business Days	Next system version (next update)
Priority 3 - Major	1 hour	12 hours	14 Business Days	Next system version (next update)
Priority 4 - Minor	2 hours	5 days	40 Business Days	Next system version (next update)
Priority 5 - Information	Through web interface – updates	15 days	Next scheduled tech update	Next system version (next update)

3.3. The work flow in case of an incident (Incident Status Workflow) is as follows:

FROM \ TO	Registered	Open	Waiting response from client	Waiting on third party	Waiting on development team	Remedied	Closed
Registered		INNOSHIP					CLIENT
Open			INNOSHIP	CLIENT	INNOSHIP	INNOSHIP	CLIENT
Waiting response from client		CLIENT		CLIENT			CLIENT
Waiting on third party		CLIENT					CLIENT
Waiting on development team		INNOSHIP	INNOSHIP			INNOSHIP	CLIENT
Remedied		CLIENT					CLIENT
Closed							
CLIENT: [●]				**INNOSHIP:** IT maintenance team			

3.4. Description of the statuses is as follows:

3.4.1. **Registered**: when the problem is raised by the application administrators of the Client;

3.4.2. **Open**: when the issue is received by the maintenance team. The time between registration and opening the ticket represents the Response Time;

3.4.3. **Waiting response from client**: when relevant information has been requested from client for remedying the issue (*i.e.* information necessary for identifying/replicating the issue, decisions of the client regarding implementation of the solution);

3.4.4. **Waiting on a third party**: when resolution of the issue depends on external sources (*i.e.* another provider, issue escalated to external provider);

3.4.5. **Waiting on the development team**: when the main issue is identified and the solution/resolution is in progress;

3.4.6. **Remedied**: when the issues were resolved and awaits testing from client or confirmation for installation in the production environment. With the resolution of the incident, Innoship shall provide the details of the fault and the remedy actions;

3.4.7. **Closed**: when the issue was resolved and successfully tested by the Client.