

Service level Agreement (SLA)

ARVID LOGICUM OÜ, hereinafter referred to as the **Contractor**, of the one part, and _____ (_____), hereinafter referred to as the **Customer**, of the other part, hereinafter jointly referred to as the “Parties”, and solely referred to as the “Party”, made this Agreement (hereinafter referred to as the **Agreement**) as follows:

1. SUBJECT OF AGREEMENT

In the Agreement the Parties in addition to existing Contract agreed on the special requirements to the quality of the services, which are guaranteed to be provided by the Contractor.

The Agreement defines the composition and areas of admissible values of the quality indicators of the services of the CONTRACTOR, the amount and procedure of compensation in case of breach of guarantees under the Agreement.

2. TERMS AND DEFINITIONS

Emergency is the unavailability of the CONTRACTOR's service caused by a malfunction of the equipment, network, engineering systems or infrastructure of the Contractor or its counterparties, including unauthorized adverse effects on the said facilities.

Incident is an event caused by the apparent or perceived, as well as full or partial unavailability of the CONTRACTOR's service due to various reasons.

Inquiry of the CUSTOMER about the incident is the CUSTOMER's message about the full or partial unavailability of the CONTRACTOR's service is received through the Control Panel.

Scheduled routine operations is a set of preventive works referred to maintain a good operational condition of the equipment, network, engineering systems and infrastructure of the CONTRACTOR. The work is performed by the force of the CONTRACTOR and / or its counterparties.

Urgent work is a complex of unscheduled operations that must be performed promptly to eliminate or prevent various emergencies or malfunctions of the equipment, network, engineering systems and infrastructure of the CONTRACTOR. The work is performed by the force of the CONTRACTOR and its counterparties.

3. BOUNDARIES OF RESPONSIBILITY

In the Agreement, the Parties admit that the CONTRACTOR guarantees the declared level of availability of the Service only within the technological boundaries of the responsibility of the CONTRACTOR's network. The CUSTOMER admits that the level of the Service provided depends on the operability of the networks, which are not under control of the CONTRACTOR.

4. QUALITY OF SERVICE PROVISION AND SERVICE LEVEL GUARANTEES

4.1 The agreement provides for the level of service and the quality of the provision of services by the CONTRACTOR, which are established by the Contract.

4.2 Service availability time

The Contractor provides the CUSTOMER with the services 24 hours a day, daily without interruptions, except the time when the scheduled preventive operations is conducted, unless other terms are specified in the text of the Service Contract, the Annexes to it or in the text of the Agreement.

Unavailability of the CONTRACTOR's services may be called or related to:

- 1) An Emergency.
- 2) Scheduled routine operations.
- 3) Urgent operations.
- 4) Other incidents.
- 5) Maintenance (Scheduled and Urgent)

The standard time for scheduled operations (maintenance) is from 21.00 to 06.00 hours on Saturday and Sunday and from 00.00 to 06.00 from Monday to Friday in Estonian time.

Table 1. Agreed interruptions and notifications

№	Position	Indicators	Notification of the Customer	Additional terms
1	Scheduled operations performance	The total duration of breaks is not more than 6 hours per year. The intervals between the breaks - not less than 90 calendar days	At least 48 hours before the break	Time of operations is agreed with the Customer
2	Urgent operations performance	The break time is equal to the actual time of work	At least 12 hours before the break	The estimated duration of operations is reported to the Customer

The CONTRACTOR shall inform the CUSTOMER about all the interruptions in the services provision with indication of the time when the service provision will be interrupted, as well as the time of service restoration:

- 1) About scheduled technical work in 48 hours before the start of operations.
- 2) About urgent maintenance in 12 hours before the start of operations.

Urgent maintenance can be done at any time of the day, in case of a situation requiring immediate reaction.

4.4. Service Availability Indicators

Availability of the Service is an indicator characterizing the guaranteed time of uninterrupted service provision. The availability of the service is expressed in percentage of the nominal mode of the Service availability.

1) Power supply

The Contractor guarantees power supply for the service provision to the CUSTOMER during at least 99.98% of the time in each accounting period (quarter).

2) Environment

The Contractor guarantees the work of climate control systems in server rooms that provide necessary climatic conditions for the operation of the equipment, during at least 99.98% of the time in each quarter. Options:

a) air temperature in the server rooms should be in the range from 15 to 25 degrees Celsius;

3) The network

The Contractor guarantees the availability and the ability to receive and send IP packets during 99.98% of the time in each accounting period (quarter).

4.5. Processing of the CUSTOMER's query for an incident.

Periods of the scheduled routine and urgent operations are not taken into account and consideration.

Time of the Contractor's response to the query of the CUSTOMER on an incident, should not exceed 4 hours. The response time of the Contractor to the CUSTOMER's query for possible compensation should not exceed 15 days from the receipt of the CUSTOMER's query.

The result of the CONTRACTOR's response to the CUSTOMER's query for an incident is the following actions of the CONTRACTOR:

1) Confirmation of receipt of the CUSTOMER's query for an incident.

2) Confirmation or refusal to confirm the incident.

3) Stating the time and duration of the incident.

4) Confirmation or refusal to confirm the responsibility of the CONTRACTOR under this Agreement for this incident.

5) Acceptance and execution of the decision on the CUSTOMER's compensation under the terms of this Agreement, namely: the period of unavailability of the CONTRACTOR's service caused by the incident confirmed by the CONTRACTOR and the responsibility of the CONTRACTOR under this Agreement for this incident.

6) Taking timely measures to restore the availability of the CONTRACTOR's services.

4.6. Compensation of services unavailability

4.6.1. In order to receive compensation, the CUSTOMER should send an official query for an incident through the Control Panel, and to indicate the period of the service unavailability, as well as to indicate its desire to receive compensation, within 5 (five) days after the end of the accounting period, during which the events that give the CUSTOMER grounds for demanding compensation occurred. The query will be considered within 15 (fifteen) working days from the day it was received. The CONTRACTOR analyzes the CUSTOMER's query for an incident, on the basis of the log files of the CONTRACTOR's equipment.

4.6.2. In case if the CUSTOMER receives Services with an availability level of less than 99.98%, the CUSTOMER has the right to demand from the CONTRACTOR, and the CONTRACTOR is obliged to provide the CUSTOMER with compensation in the form of an extension of the services provision period, which is determined as follows:

1) In case of unscheduled downtime up to 4 (four) hours due to the CONTRACTOR's fault - 1 (one) calendar day.

2) In case of unscheduled downtime from 4 (four) hours up to 24 (twenty four) hours due to the fault of the CONTRACTOR - 7 (seven) calendar days

3) In case of unscheduled downtime over 24 (twenty four) hours due to the fault of the CONTRACTOR - 1 calendar month.

Compensation of the cost of improperly provided services is provided by:

extension of the service provision period for the above-mentioned period of compensation, in monetary terms the services cost is not compensated.

4.7. Limitation of guarantees and compensations.

The guarantees and compensations stated above are not provided in case if the unavailability of the service was directly or indirectly caused by:

1) causes which are beyond the reasonable control of the CONTRACTOR, including but not limited: changes in regulations, wars, armed conflicts, terrorism, fire, floods, epidemics, unavailability or disruption of telecommunications networks and third-party equipment, transport disruptions , network attacks or unauthorized access, failures of the software developed by third parties, inability to receive consumables, electricity and other resources necessary to ensure the availability of the service;

2) liquidation of emergency situations caused by force majeure circumstances;

3) actions of the CUSTOMER himself or its authorized persons, including the use by the CUSTOMER of its software;

4.8. This Agreement is concluded, amended and terminated in accordance with the procedure stated in the Services Contract.

4.9. Subject to the provisions set forth in this Agreement, all other obligations not expressly established in the Services Contract and additional agreements or existing laws do not increase the obligations and guarantees of the CONTRACTOR.

Contractor

Customer

ARVID LOGICUM OÜ

_____ Dmitri Gofmekler
