CSA Schedule 3 – Service Level Agreement

1. INTRODUCTION & BACKGROUND

1.1 This Schedule 3 sets out the service levels and service credits applicable to the Services (the "Service Levels" and "Service Credits", respectively.

2. SERVICE LEVELS

2.1 Availability

2.2 Exerp shall ensure that the Exerp Platform is available a minimum of 99,9 % of the available time during any calendar quarter ("Availability Service Level"). Each calendar quarter shall be considered a "Service Period". Measurement and applicability of the Availability Service Level will commence at the latter of (i) Client using the Exerp Platform in a live environment or (ii) at the date the Parties agree that the Availability Service Level shall apply.

2.3 Availability is measured in minutes, and as a percentage of the total number of minutes during a calendar quarter. Downtime is measured in minutes of unavailability during the Service Period in question, as such downtime is measured and registered in one or more Severity 1 incident reports, cf. Schedule 2.

2.4 Downtime of the Exerp Platform due to emergency situations or caused by a Force Majeure Event shall not count as unavailability.

2.5 Further, measurement of the Availability Service Level shall not include (i) downtime due to scheduled or agreed maintenance performed by Exerp in accordance with Schedule 2 or (ii) third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by any subcontractors engaged by Exerp to perform the Services).

2.6 Reaction and resolution (or workaround) times

2.6.1 1workaround) times:

Reaction Time Service Levels	
Severity 1	15 minutes
Severity 2	1 business hour
Severity 3	4 business hours
Severity 4 and 5	COB the next business day

Resolution (or workaround) Time Service Levels	
Severity 1	2 hours
Severity 2	48 hours
Severity 3	60 calendar days
Severity 4	120 calendar days
Severity 5	Best effort

2.6.2 Severity levels can be defined as follows:

Severity level	Definition
1	System down or a production error that is preventing all or a majority of the Users from using the Exerp Platform.

2	A production error that results in vital and/or crucial business processes: (i) not being able to be executed; or (ii) stopping working as usual, for all or a majority of the users, and this causes severe discontinuity issues for Client, For example: ○ Unable to generate outgoing payment files with a deadline close by ○ Unable to access unmanned Clubs on a chain-wide level ○ Unable to perform booking on a chain-wide level
3	A production error which leads to important process(es) stopping working, which has the potential of leading to severity level 1 or 2 if not addressed.
4	A production error that is not preventing or blocking users from using the Exerp Platform, but is reducing the efficient use of important functions of the Exerp Platform.
5	Any error, which does not directly impact efficient use of the Exerp Platform. All functions are available; however, one or more of the functions are limited in their use without being critical.

2.6.3 Exerp determines the severity rating for each incident and registers this in the ticketing system.

2.6.4 For the purpose of this Schedule

- business days mean Monday to Friday, excluding the days on which the relevant local support centre is closed, see list on Confluence https://clublead.atlassian.net/wiki/x/J4CIAQ.

- business hours mean normal business hours 9am – 5pm, Danish time or the time of the local support centre, as applicable.

2.6.5 Reaction times are calculated from the time Exerp receives a ticket in its system, and until the time the Client receives confirmation on tickets received.

2.6.6 Resolution times are calculated from the time Exerp receives a ticket in its system, and until the time Exerp updates the ticket as resolved or a workaround has been made.

2.6.7 Severity 1 incidents: An incident report is provided to Client for severity 1 incidents within 10 business days following the incident. The report will include the number of minutes of downtime for the incident in question.

2.6.8 Severity 2 incidents: Service Credits for resolution of incidents are attached only to Exerp's resolution time for severity 2 incidents.

2.6.9 Severity 3 – 5 incidents: Exerp will work on and seek to resolve the incidents during business hours in accordance with the Service Levels.

3. SERVICE CREDITS

3.1 Service Credits

3.1.1 Exerp offers the Service Credits set out below for its non-performance of the agreed service levels.

Service Level	Service level target / measurement period	Service Credit	Comment
Availability Service Level	99,9 % / Service Period (calendar quarter)	1 % of the monthly fee for each 0,1 % below 99,9 %	Availability Service Level is measured and Service Credits are paid out on a quarterly basis.
Resolution Time Service Level	48 hours resolution time / per incident	2 % of the monthly fee for each incident where the resolution time exceeds 48 hours, and 2 % for each subsequent increment of 48 hours (for the same incident)	Resolution Time Service Level is measured on a per incident basis and Service Credits are accumulated and paid out on a quarterly basis.

3.2 Management of Service Credits

3.2.1 For the purpose of this Schedule, the "monthly fee" means the total monthly fee for cloud Services provided to affected Brands and Territories, for the month following the Service Period (the calendar quarter) during which the measurement is made.

3.2.2 A single incident or downtime during any Service Period can only lead to one Service Credit for that Service Period, in Exerp's discretion.

3.2.3 Service Credits may be recovered by the Client as a credit against the next invoice (following the Service Period in question) which may subsequently be due for issue under this Agreement or, if no such invoice is due, as a debt due from Exerp and payable within thirty (30) days after demand.

3.3 Service Credits cap

3.3.1 Exerp is not obligated to offer Service Credits in excess of 20 % of the monthly fee for any given month following the Service Period in question during which the measurement is made.

4. SERVICE EXCLUSIONS

4.1 Exerp shall have no responsibility for, and shall have no liability in respect of a failure to meet the Service Levels to the extent such failure arises out of and would not have occurred but for, any of the following:

4.1.1 Client's failure to follow Exerp's reasonable instructions in relation to the operation or use of the Exerp Platform;

4.1.2 the unauthorized access of Exerp's operational equipment or data by Client;

4.1.3 failure of the Client IT Environment to meet the System Requirements;

4.1.4 failure of the Client to accept maintenance Services as set out in Schedule 2.

4.1.5 the Exerp Supported Peripherals or Client IT Environment being operated through terminal server solutions or other solutions where the instance of the Exerp Client Application is not executed on the local computer but as a remote session on the terminal server i.e. thin client;

4.1.6 Client's incorrect (being used by Client other than as provided for in the documentation provided by Exerp) or excessive (more than 20 calls per minute per 1000 active members) use of the Exerp API or use of the Exerp API by Client in breach of any instructions provided to Client by Exerp;

4.1.7 a change in the use of the Exerp API by Client (save to the extent that such change arises as a result of instructions provided to Client by Exerp);

4.1.8 Client's use of custom made SQL queries against the Exerp Platform database;

4.1.9 Client's use of the Exerp Platform contrary to the terms of this Agreement or for other purposes than what it is intended to;

4.1.10 Client's failure to implement new releases or versions, cf. Schedule 2 or as otherwise agreed with Exerp.