GIS4Mobile

Service Level Agreement for GIS4Mobile ApS

1. INTRODUCTION

This Service Level Agreement forms part of the agreement between the customer and GIS4Mobile ApS ("GIS4Mobile") for the provision of software and maintenance support services.

This Service Level Agreement does NOT apply to services provided by GIS4Mobile to customers as part of a free trial offer.

2. DEFINITIONS

"Applicable Monthly Maintenance Fee" means a pro rata amount (1/12) of the annual maintenance fee paid by the customer for maintenance support services.

"Downtime" means the total accumulated minutes during which the software application or control panel is unavailable for a reason unrelated to Scheduled Maintenance. The software application or control panel is considered unavailable when it cannot be accessed or used due to an error in the software application or control panel itself. Unavailability caused by the hosting services is excluded, cf. clause 5 of the General Terms and Conditions.

"Incident" means either, any single event, or any series of events, which result in Downtime.

"Scheduled Maintenance" means maintenance carried out by GIS4Mobile to its software applications, control panel or other services, which has been notified to the customer at least 4 hours before it is carried out.

"Service Credit" means the percentage of the Applicable Monthly Maintenance Fee credited to the customer following GIS4Mobile's approval of a claim.

3. SERVICE LEVEL STANDARDS AND SERVICE CREDITS

This Service Level Agreement contains service level standards covering two aspects of GIS4Mobile's services: (1) GIS4Mobile's software application services and (2) control panel services.

As to the first aspect, GIS4Mobile aims to provide an excellent service with services available 100% of the time each month, except when GIS4Mobile is carrying out Scheduled Maintenance.

As part of our dedication to this optimum performance, GIS4Mobile agrees to issue a Service Credit for an amount equal to 5% of the Applicable Monthly Maintenance Fee for every 60 minutes of Downtime, up to a maximum of 100% of the Applicable Monthly Maintenance Fee upon approval of a claim made by a customer.

As to the second aspect, GIS4Mobile control panels are available for customized configurations and data management. Should an error that prevents legitimate use occur on the control panel, GIS4Mobile aims to resolve the error within 4 hours between 08.00 and 16.00 (Central European Time) on weekdays (excluding public holidays) calculated from the time the problem is notified to GIS4Mobile and the customer has received confirmation of receipt of the notification from GIS4Mobile.

GIS4Mobile agrees to issue a Service Credit for an amount equal to 10% of the Applicable Monthly Maintenance Fee for each 24 hours of control panel Downtime, up to a maximum of 100% of the Applicable Monthly Maintenance Fee upon approval of a claim made by a customer.

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4. CLAIMS

In order for GIS4Mobile to consider a claim for a Service Credit, the customer must submit its claim to GIS4Mobile and include all information necessary for GIS4Mobile to evaluate the claim, including but not limited to 1) a detailed description of the Incident, 2) information regarding the time and duration of the Downtime, 3) the number and locations of affected users, and 4) descriptions of the customer's attempts to resolve the Incident at the time it happened.

In order to be eligible for a Service Credit, the customer must also show that their use of GIS4Mobile or their client's experience of GIS4Mobile's service was significantly impaired.

The customer must make a claim in writing to mail@gis4mobile.com within 30 days of Downtime in order to be eligible to make a claim.

5. LIMITATIONS

The service level standards and the customer's eligibility for the Service Credits set out in clause 3 above, are subject to the following limitations:

1. The pledge to provide a Service Credit in respect of Downtime is limited to Downtime caused by an Incident resulting from an error in a service directly provided by GIS4Mobile.
2. The customer is not entitled to a Service Credit if they are no longer a customer of GIS4Mobile.
3. GIS4Mobile does not guarantee that the operation of GIS4Mobile's services will be uninterrupted or error-free.
4. GIS4Mobile is not responsible for service unavailability caused by factors outside GIS4Mobile's reasonable control (for example, natural disaster, war, acts of terrorism, or a network or equipment failure external to GIS4Mobile's services, including a failure of the customer's equipment).
5. GIS4Mobile is not responsible for service unavailability that results from the use of software, hardware or services not provided by GIS4Mobile (for example, problems caused by inadequate bandwidth or a failure of telecommunications circuits).
6. GIS4Mobile is not responsible for any performance issues or service unavailability that results from the customer's use of the service after GIS4Mobile has advised the customer to alter their use of the service, if the customer did not alter their use of the service in accordance with GIS4Mobile's advice.
7. GIS4Mobile is not responsible for any performance issues or service unavailability that result from the customer's failure to adhere to GIS4Mobile's Acceptable Use Policy (which is available for download on GIS4Mobile's website) or from the customer's attempts to use the services in a way that is inconsistent with the features and functionality of the software applications or other services.

6. MONITORING OF TRAFFIC

GIS4Mobile continuously monitors and efficiently manages the performance of GIS4Mobile services to ensure the provision of sustainable quality service to all customers.

Should GIS4Mobile experience exceptionally high volumes of data traffic or CPU load, GIS4Mobile may, in order to optimize services for all customers, contact customers in order to discuss their use of services and to ensure the optimal technical performance of the system.