Service Level Agreement (SLA)

1. OBJECT & DEFINITIONS

1.1 Object

The object of the Kolsquare Service Level Agreement (SLA) is to define the scope and level of quality of the Service as well as the maintenance and support commitments that are applicable.

1.2 Definitions

“Client Administrator”: Administrator within the Client’s organization whose responsibility it will be to receive requests for information and assistance from the Client and to try to respond to them and be authorized to open and respond to Tickets.

“Service Level Agreement” or “SLA”: the present document that defines the scope and level of the quality of the Service as well as the maintenance and support commitments.

“System uptime“: the total amount of time over a calendar month during which Clients are able to access the IT systems necessary for operation of the platform.

“Support”: as defined in Article 2.

“Fault”: any repetitive and reproducible problem with the functioning of the Service, always excluding cases in which interruption or degradation to the Service is caused by a deliberate decision by the Service Provider made following behavior of the Client deemed to be abnormal or incorrect. All Faults may be classified into three distinct categories, depending on their criticality:

“Critical Fault”: any Fault causing inaccessibility of the Clients accounts.

“Medium Fault”: any minor fault in the functioning, enabling of access and use of the Service, with all its applications and/or features, even if they (access and use of the Service) have to be carried out via a bypass procedure.

“Low Fault”: any Fault that does not belong in the above Critical or Semi-critical categories.

“Service”: means the Kolsquare solution that is hosted on the servers and/or cloud that Service Provider designates and that Client may execute remotely; Service offers various features, including, but not limited to, search engine via content or filters, categorisation of profiles, campaign management and reporting.

“Ticket”: the folder, indexed by a unique identification number, created by the Zendesk management tool when the Client indicates the existence of a Fault to Support, and in which each intervention by Support is recorded until the Fault is fixed and/or the folder is closed.

2. Client Support

The Service Provider offers client Support for the Service, by (i) responding to requests for information and assistance from the Client Administrator in relation to the use of the Service, it being understood that the Client Administrator alone may contact Support, and (ii) fixing Faults in relation to use of the Service that could not be solved by the Client Administrator, in spite of their best efforts.

The Service Provider reserves the right to invoice the Client for any request for intervention by Support relating to basic level support (such as a fault linked to bad configuration by the Client or the Client's technical environment, for example) that the Client Administrator did not seek to resolve on his own before contacting Support.

2.1 Access to Support

The Client Administrator may access Support by creating a Ticket, accessible from the Kolsquare platform through the "contact support" button or directly writing to support@kolsquare.com .

Tickets are then available and managed in our internal ticketing tool.

Before opening any Ticket or contacting Account Managers, an initial stage of diagnostics and analysis is to be carried out by the Client Administrator, particularly including:

Obtaining all useful information from users concerned about the incident encountered and its reproducibility,

Searching the FAQ database to check that the solution is not already available,

An attempt to reproduce the incident,

Checking the local network (firewall, proxy, etc.), – which the Service Provider has no means of control.

2.2 Opening Hours

Support level 1: – English / French language : Weekdays 9am to 6:00pm (CEST)

2.3 How Support Works

Each time that a Ticket is opened, a folder is immediately created with a specific ticket number and information provided by the Client Administrator about the incident. As such, the Client Administrator is to communicate all information in their possession, such as system messages, copies of error messages, and documentation linked to the Fault in question.

Support's objective is to restore a normal service operation as quickly as possible and to minimize the impact on business operations, thus ensuring that the best possible levels of service quality and availability are maintained.

Classification of Faults into one or other of the three categories above (Critical, Medium and Low Faults) will be definitive after qualification by Support.

If a solution to a Critical or Medium Fault is implemented by Support, the Fault will be downgraded to a Fault of the next critical category and the time limit for fixing the Fault will be that associated with the new classification.

A ticket will be closed and the Client is informed when: (a) the Fault is resolved; (b) no response is received from the Client Administrator to a request from Support for additional information required in order to fix the Fault; or, (c) written confirmation from Client regarding closure of an unresolved ticket.

Notice will be sent to the Client Administrator via the Ticket, or by contact through the Technical Account Managers Team, if applicable.

2.4 Support Teams

Support: first level of support when creating a Ticket via the website.

The team is based in France UTC +01:00 (winter time), UTC +02:00 (summer time)
Two languages are supported by the team: – English – French

Technical Teams: Operational (Ops) and Development teams

Technical teams are exclusively contacted by Kolsquare Support.

The Ops team is in charge of the Kolsquare hosting platform and is involved in the Support process when there is an issue with the Kolsquare hosting platform (server issue, database issue, network issue…).

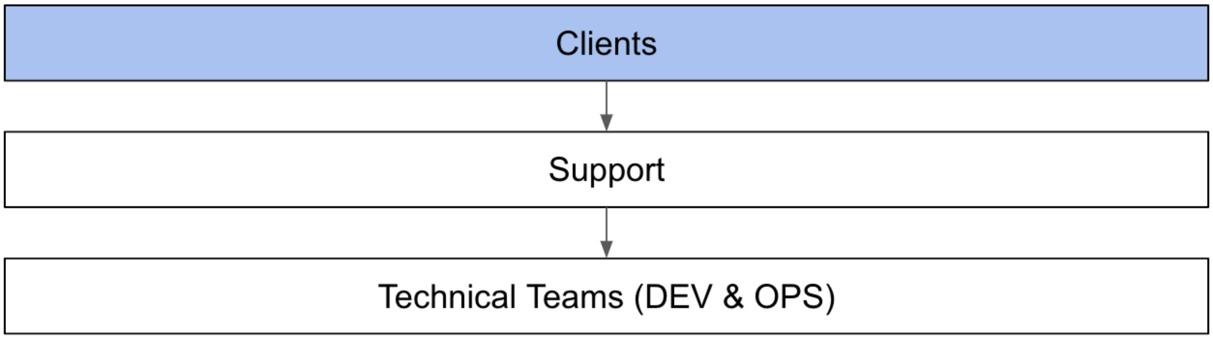
Ops team is based in 2 countries, in 1 time zone: France / Madagascar UTC +01:00 (winter time), UTC +02:00 (summer time)

Development teams are in charge of the development of the Kolsquare applications and services running on the Kolsquare hosting platform and are involved in the Support process when there is an issue with Kolsquare applications.

Development teams are based in 2 countries, in 1 time zone: – France / Madagascar UTC +01:00 (winter time), UTC +02:00 (summer time)

2.5 Support Process

The following describes how a Client can contact Kolsquare, and how the Kolsquare teams interact to treat Client requests.



3. Service Performance

3.1 Service Availability

The Service Provider will make every effort to enable access and use of the Service under the best possible technical conditions. However, the correct functioning of the internet in its entirety cannot be guaranteed and that losses of connection may be due to failures by technical intermediaries (i.e. all third party service providers beyond the control of the Service Provider, but whose service contributes, directly or indirectly, to delivery of the Service).

In the event of an unexpected interruption to the Service, the Service Provider will take every possible measure to discover the cause and restore the Service in the shortest possible time.

All unexpected interruptions of service will be notified via a specific popup page on our platform.

The Service availability rate is calculated as follows, and excludes planned maintenance periods, external network or technical intermediaries failures, or the case of force majeure:

Application Availability [%] = (Application Uptime) / (System Uptime) × 100

3.2 Planned maintenance periods

Technical maintenance is defined as maintenance relating to the technical environment (hardware, operating systems, and networks) hosting the Service.

The Service Provider agrees to take all possible measures in order to limit any inconvenience to the Client. In general, during maintenance periods, access and use of the Service may be temporarily suspended or degraded.

For all planned maintenance or improvements that may impact access to the Service, the Account Managers Teams will notify the Client with 7 days prior notice. In the event of an emergency or critical maintenance operation, the Service Provider reserves the right to intervene without prior notice.

4. SUMMARY

The Service Provider agrees to make every commercially reasonable effort to ensure the availability of the Kolsquare platform.

The response time following the opening of a ticket corresponds to the time elapsed between opening of the ticket on Zendesk and its handling by Support.

The Service provider will make every effort to respect the time limits set out in the table below.

Indicator	Measurement period	Target values	Tolerance or reliability index
Availability of the platform	Monthly	User access	98%
Response time Critical Fault	Monthly	4 hours	98%
Response time Medium Fault	Monthly	6 hours	98%
Response time Low Fault	Monthly	10 hours	98%

This time limit is only guaranteed under the following cumulative conditions:

Excluding Client error

Excluding planned maintenance periods.

5. CREDITS

In case of non-respect by the Service Provider of one of the indicators stated in this SLA, in a proportion which exceeds the tolerance (example given below), may request from the Service Provider credits for each concerned indicator, equivalent to 5% of the price paid by the Client for the use of the Service during the outstanding month when the non-respect has been noticed.

Client must request it within the three (3) following months after the outstanding month when the non-respect of one or several indicator(s) have, or would have, been recorded. The credit can be executed, by compensation with the outstanding bills or through a credit note.

The maximum amount of credits paid for one month ‘M’ of Service is fixed to 15% (fifteen percent) of the paid price by the Client for the access and the use of Service during that month ‘M’.

Obtaining credits fully discharges the Service Provider from any further recourse, indemnities being the unique claim Client may demand in case of non-respect of one or several indicators.

Example : During month ‘M’, 5% of the Critical Faults have been handled in more than 2 hours ; 2% tolerance being exceeded, Client can demand from the Service Provider to obtain credits equal to 5% of the price paid during the month ‘M’ ; the demand must be done at least in the month ‘M+3’ to be valid.