# Arkion SaaS Service Level Agreement

This Arkion SaaS Service Level Agreement ("SLA") forms part of the agreement between Customer and Arkion as set out in the negotiated agreement. In the event of any conflict between the other contents of the agreement and this SLA appendix, the parts of the Agreement drawn up between the parties shall take preference over this SLA appendix. In the event this document is translated into any other languages, the English version shall be authoritative.

Last revised: 2022-05-01

## 1 Introduction

1.1 This SLA describes the levels of availability and support that Customer can expect to receive from Arkion for the duration of the Agreement.

## 2 Scope of SLA

2.1 This SLA applies only to Arkion's SaaS Services as described in the Agreement or applicable statement of work.

2.2 Arkion will rectify material issues with the Service, except where:

2.3 the issue has been caused by Customer's use of the Product in a manner that is contrary to Arkion's Training, Knowledge Base, or any other instruction issued by Arkion;

2.4 Customer has made unauthorized changes to the configuration or set-up of the affected Product;

2.5 Customer has prevented Arkion from performing maintenance on the Product;

2.6 the issue has been caused by Third Party Products; or

2.7 the issue has been caused by User(s), including by modifying part of the software or by adding, deleting, or assigning improper rights to Users.

## 3 Responsibilities

3.1 Arkion's responsibilities:

a) To ensure the relevant Product and Services are available to Customer in accordance with the Uptime guarantee;

b) respond to support requests within the timescales listed below;

c) take steps to escalate, diagnose, and resolve issues in an appropriate and timely manner, including the allocation of a sufficient number of skilled staff and the collection of necessary information; and

d) maintain clear and timely communication with customers at all times.

3.2 Customer's responsibilities:

a) use the services as intended under the Agreement;

b) notify Arkion of issues or problems in a timely manner and as thoroughly as is possible;

c) cooperate with Arkion in its efforts to escalate, diagnose, and resolve issues by providing timely and accurate responses to requests for information;

d) in case of an L1 priority, ensure the availability of a sufficient number of skilled Customer employees to cooperate with Arkion;

e) provide Arkion with access to equipment, software, and services

for the purposes of maintenance, updates, and fault prevention; and

f) maintain staff with adequate information technology knowledge to fulfil these responsibilities.

## 4 Availability

4.1 Arkion shall, to the best of its ability, strive to keep the SaaS Service (including part of a service such as module, function or application) uninterrupted, taking into account what is commercially and technically reasonable. Arkion shall maintain an organization and have a capacity with suitable, qualified and competent employees for the purpose of performing service, troubleshooting and updates in a manner that a purchaser of this type of service can reasonably expect from a professional service provider.

4.2 The SaaS Service shall be available to Users for normal use no less than 99 % Uptime each month 24 hours a day 7 days a week (the "Agreed Hours of Service"). Uptime is measured based on the monthly average of availability, rounded down to the nearest minute, and calculated as follows:

Calculation: (Agreed Hours of Service – hours of downtime / Agreed hours of service) * 100 = Percentage Uptime (as calculated by rounding to the second decimal point)

4.3 Regular working hours (CET) consists of Monday – Friday between 08.00 – 17.00 less measured time when the service is not available during Scheduled Downtime during regular working hours and for downtime that can be attributed in whole or in part to the Customer or for faults that are outside Arkion's control.

4.4 The measuring point for the Availability of the SaaS Service refers to the connection point, i.e. Arkion's production environment. Test servers or servers during implementation are disregarded.

4.5 The period of Agreed Hours of Service is measured by calendar month, with exception for:

a) planned downtime that the Customer has been notified in advance, Arkion shall use reasonable efforts to schedule planned maintenance to off-business hours;

b) inaccessibility due to circumstances beyond Arkion's reasonable control ("Force Majeure"), including without limitation, government actions, floods, fires, earthquakes, civil unrest, terrorist acts, strikes or other labour issues not related to Arkion's employees, ISP failure, hosting / server operator or denial-of-service attacks; or

c) other interruption at the request of the Customer or with the Customer's approval.

4.6 Arkion's obligations under this section only apply when the Customer has fulfilled all its obligations under this Agreement.

4.7 Arkion shall notify the Customer in a reasonable time before planned maintenance of the Application and take reasonable actions to minimize the downtime.

## 5 Performance Credit

5.1 No performance credit will be due to Users where the Percentage Uptime is equal to 99%.

5.2 The Customer is entitled to a reasonable reduction in fees for the Services during the period to which the reduced Service Level applies.

5.3 The uptime of the Arkion services should be 99 % or more in any quarter and it is measured at the outbound internet access point. Measurement of availability is provided by Arkion.

5.4 The Availability is calculated for each 5-minute interval as the percentage of Requests processed by Arkion that do not fail with Errors. If you did not make any Requests in a given 5-minute interval, that interval is assumed to be 100% available.

5.5 If this Agreed Hours of Service is not met, the Customer may request a reduction of the fees according to the following table:

Quarterly uptime percentage:

| Quarterly Uptime Percentage | Service Credit Percentage |
|---|---|
| Below 99% but over 97,00% | 10% reduction of fee |
| Below 97.0% but over 90,0% | 25% reduction of fee |
| Below 90,0%: | 50% reduction of fee |

5.6 Any reduction is made by offsetting the licence fee for the following quarter.

5.7 In the event that the Availability of the Service is less than 50% during a 30-day period, the Customer has the right to terminate the agreement, without the right to compensation.

5.8 Arkion's responsibilities in this section apply when: (i) Arkion is made aware of the defect in the Application by the Customer within thirty (30) days from the discovery of the defect, or from when the Customer should have discovered the defect; and (ii) the Customer provides Arkion with information that is necessary to analyse the defect.

5.9 This section sets out Arkion's sole responsibility in terms of downtime or unavailability of the SaaS Service.

## 6 Support Service Levels

6.1 Arkion shall provide Users with support as per the then current terms available on our website.

6.2 The Arkion Support Team is available to assist you with incidents, questions and technical issues. Support will be provided in the English or Swedish language.

6.3 Reports of Errors shall include information about which web browser the User is using and the Error that the User has experienced. Furthermore, the Customer shall cooperate with Arkion and provide all reasonable assistance necessary for Arkion to diagnose, reproduce and assess the Error.

6.4 Classification of Errors:

6.4.1 The actual level of the priority of incidents is done by the support team of Arkion:

| Categorisation | Response Time | Resolution Time |
|---|---|---|
| Critical Support Issue | 1-4 hours during Business Days | 90% resolved within 8 hours during Business Days |
| Serious Defect | 1-8 hours during Business Days | 90% resolved within 2 Business Days |

| | | |
|---|---|---|
| Standard support | 2 Business Days | 90% resolved within 3 Business Days |

6.5 Support provided under this SLA does not give or imply any guarantee or representation that Arkion will help the Customer to achieve any specific result which is not technically or economically motivated.

6.6 Arkion cannot be held responsible for downtime that can be attributed in whole or in part to the Customer or for faults that are beyond Arkion's control.

6.7 If the Customer reports an Error and it is found that the problem is not attributable to an Error in the SaaS Service, Arkion may charge a fee for reasonable time spent on the report as per Arkion's current price list for professional services.

## 7 Backup Management

7.1 Arkion performs full backup of the complete database storing all metadata for the customer including missions, users, chat logs, marked defects with comments and object detections, every 24 hour. Backups are available up to thirty (30) days back, unless deleted according to the terms of the Data Processing Addendum.

7.2 Arkion performs a full backup of images and sensor data the same day as the data has been uploaded on the server. For extra reliability, the sensor data is also replicated to the Customer's preferred cloud storage solution.

7.3 In the (unlikely) event of damage or outage at Arkion's hosting locations, Arkion will restore Customer's data from the most recent backup. Customer's request, a backup or a part of a backup can be restored within 48 hours for a fee negotiated in the Agreement or charged on a time and material basis.

## 8 Modification of the terms

8.1 This SLA may be updated at Arkion's discretion, but only after providing thirty (30) days' notice, after which it shall be effective ("SLA Effective Date"). If Customer objects to any such changes, the Customer can contact the Account Manager. Continued use of the SaaS Service following the SLA Effective Date of any update shall indicate Customer's acknowledgement of such update and agreement to be bound by the updated SLA. When Arkion changes this SLA, the "Updated" date below will be changed to reflect the publication date of the most recent version.

## 9 Definitions

9.1 "*Actual Uptime*", means the total minutes in the reporting month that the Services were actually available to the Customer for normal use.

9.2 "*Agreed Hours of Service*" means the total minutes in the reporting month less the total minutes represented.

9.3 "*Availability*" is calculated for each 5-minute interval as the percentage of Requests processed by Arkion that do not fail with Errors. If you did not make any Requests in a given 5-minute interval, that interval is assumed to be 100% available.

9.4 "*Business Days*", means 08:00 to 17:00, local time (CET) any day except any Saturday, any Sunday, any day which is a national legal holiday in Sweden or any day on which banking institutions in Sweden are authorized or required by law or other governmental action to close.

9.5 "*Degraded Performance*" means a lower quality of service as described in this SLA (e.g. temporarily broken or temporarily unavailable functionality).

9.6 "*Downtime*" means the period of time during which the Product is wholly unavailable to Customer, including *maintenance* occurring outside of Maintenance Hours for which less than 24 hours' notice was provided to affected Customers. However, Downtime shall not include:

a) Scheduled Maintenance;

b) Degraded Performance;

c) factors outside of Arkion's control, including any Force Majeure (as defined in Terms of Service) events;

d) failures of the internet;

e) acts or omissions of Customer and its Users; and

f) enforcement of state or government regulations, law, ordinances or decisions.

9.7 "*Error*" is any Request that returns a 500 or 503 error code .

9.8 "*Incident*" means Operational occurrence that is not part of the standard operation of the system and degrades the level of operational service.

9.9 "*Maintenance Downtime*", means the total minutes in the reporting month during which Arkion shall maintain the Services, as notified at least 48 hours in advance to the Customer.

9.10 "*Monthly Uptime Percentage*" is calculated as the average of the Availability for all 5-minute intervals in a monthly billing cycle. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Arkion SLA Exclusion.

9.11 "*Emergency Downtime*" means the total minutes in the reporting month during which the Services shall be unavailable in order to resolve a critical issue.

9.12 "*Preventive maintenance*" means the performance of work on the infrastructure, installed software, and/or the configuration to prevent malfunctions or to adapt their functionality

9.13 "*Resolution Time*" means the time that elapses from the Response Time until the alert is resolved.

9.14 "*Response Time*" means a measures of the time that elapses between the receiving of an alert and the time of commencing work on the issue.

9.15 "*Scheduled Downtime*" means planned outages, either suspending service in full or in part, which Arkion will endeavour to announce at least 5 days in advance, and in any case will announce no later than 24 hours in advance, which will not exceed a reasonable period of time for the maintenance required and which, where possible, shall take place during Maintenance Hours.

9.16 "*Service level*" means that the service should be available every day, every hour of the day. The availability of all parts and functions of the service shall be at least [99,9% calculated per calendar month. Exceptions can be made by agreement between Client and Supplier

9.17 "*SLA Effective Date*" means the Start Date stated in the Agreement or applicable Statement of Work and the date this SLA enters into force

9.18 "*Uptime*" means time calculated in accordance with this SLA

9.19 "*SaaS Service*" means the Arkion web based software offered as a subscription service under the Parties Agreement.

© 2024 Arkion Solutions AB. All rights reserved.

Distribution and/or software of this document or parts thereof in any form is only permitted with the written permission of Arkion Solutions AB. Technical data contained herein is provided for informational use only and are not legally binding. This Agreement is subject to change, technical or otherwise.