

Schedule D – Service Level Agreement (SLA)

SCHEDULE D - SERVICE LEVEL AGREEMENT

1. INTERPRETATION

This Schedule serves as Schedule D to the License Agreement between Sendsteps and Licensee. In addition, the following definitions and rules of interpretation apply in this Schedule D.

1.1 Definitions:

Add-in: The software solution that is added in Microsoft PowerPoint™ and created by Sendsteps that enables e.g. polling and Q&A during presentations of User.

Commercially Reasonable Efforts: the same degree of priority and diligence with which Sendsteps meets the support needs of its other customers.

Contact List: a current list of Sendsteps contacts and telephone numbers to enable the Licensee to escalate its Support Requests, including:

- (a) the first person to contact; and
- (b) the persons in successively more qualified or experienced positions to provide the support sought.

Downtime: is defined and measured as the actual Downtime *minus* Downtime during the Maintenance and Change Window;

Licensee Cause: any of the following causes:

- (a) any improper use, misuse or unauthorized alteration of the Service by the Licensee;
- (b) any use of the Service by the Licensee in a manner inconsistent with the then-current Documents;
- (c) the use by the Licensee of any hardware or software not provided by Sendsteps or approved by Sendsteps in the specification for use by the Licensee in connection with the Service; and/or
- (d) the use of a non-current version or release of the Service.

Incident: any failure of the Service to operate in all material respects in accordance with the specification and documents, including any failure, fault or error referred to in the Service Level Table.

Help Desk Support: any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the Service.

Higher-level Support: any higher-level support provided by an individual on the Contact List.

Maintenance and Change Window: A period of time when the service can't be used because of maintenance of the systems or changes need to be implemented.

Out-of-scope Services: either of the following services:

- (a) any services provided by Sendsteps in connection with any apparent problem regarding the Service reasonably determined by Sendsteps not to have been caused by an Incident, but rather by a Licensee Cause or a cause outside Sendsteps' control (including any investigational work resulting in such a determination); or
- (b) any Higher-level Support provided in the circumstances specified in paragraph 2.4.

Service Levels: the service level responses and response, reaction and resolution times referred to in the Service Level Table.

Service Level Table: the table set out in paragraph 5.1.

Solution: either of the following outcomes:

- (a) correction of an Incident; or

- (b) a workaround in relation to an Incident (including a reversal of any changes to the Service if deemed appropriate by Sendsteps) that is reasonably acceptable to the Licensee.

Resolution Time: the time Sendsteps takes to create a solution so the software works without any problems.

Response website: the website that audience members use to cast their vote, send in a message, play a quiz or fill in a survey.

(Sendsteps) Service: The Sendsteps service that includes the Add-in, response website and dashboard and that enables Licensee to offer polling and Q&A functionality to its audience during presentations.

Software: The Sendsteps service that includes the Add-in, response website and dashboard.

Support Hours:

- (a) Monday to Friday CET 9.00 a.m. to 5.00 p.m. excluding Bank Holidays, Christmas Day and Boxing Day, and
- (b) Monday to Friday PST 9.00 a.m. to 5.00 p.m. excluding Bank Holidays, Christmas Day and Boxing Day.

Support Period: From the date of delivery of the Service by Sendsteps to the Licensee until Licensee decides to stop using the service or is not paying Sendsteps License fees.

Support Request: request made by the Licensee in accordance with this Schedule D for support in relation to the Service, including correction of an Incident.

Support Services: maintenance of the then-current version or release of the Service, including Help Desk Support and Higher-level Support, but excluding any Out-of-scope Services.

User: User is an employee of Licensee that operates the Add-in.

2. Sendsteps Services and Support

2.1 The Services to be delivered by Sendsteps contain generally speaking:

- (a) Realization of the chosen License for Licensee
- (b) Implementation plan made together by Licensee and Sendsteps
- (c) Optional development of future requests
- (d) Access to the Sendsteps Dashboard, Add-In and other Services
- (e) A license to use the Dashboard, Add-in and receive Support.

2.2 During the Support Period Sendsteps shall perform the Support Services during the Support Hours in accordance with the Service Levels.

2.3 As part of the Support Services, Sendsteps shall:

- (a) provide Help Desk Support by means of the telephone number and e-mail address that can be found in this Agreement in Article 5;
- (b) commit appropriate resources to the provision of Higher-Level Support;
- (c) where Help Desk Support is not provided within the relevant Service Level response time and the Licensee escalates its Support Request to an individual of appropriate qualification or experience on the Contact List, provide Higher-Level Support;
- (d) use Commercially Reasonable Efforts to correct all Incidents notified under paragraph 4.3(a); and
- (e) provide technical support for the Service in accordance with the Service Levels.

2.4 Any Higher-level Support requested by the Licensee and provided by an individual whose qualification or experience is greater than that reasonably necessary to resolve the relevant Support

Request shall be deemed an Out-of-scope Service, provided that an appropriately qualified or experienced individual was available at the time when the Higher-level Support was sought.

2.5 Sendsteps may reasonably determine that any services are Out-of-scope Services. If Sendsteps makes any such determination, it shall promptly notify the Licensee of that determination.

2.6 The Licensee acknowledges that Sendsteps is not obliged to provide Out-of-scope Services.

2.7 The maintenance window shall always be communicated with Licensee and will be performed in the weekend. When a longer maintenance window is needed or a maintenance window is needed on a different day/another time, this will be planned in mutual agreement.

2.8 Sendsteps will have a monthly release cycle. If needed an additional release moment, this will be planned in mutual agreement.

3. Fees

3.1 The provision of Support Services on a remote, off-site basis (such as over the telephone or by email) within the Support Period shall be included in the license fees.

3.2 The provision of Support Services outside the Support Period or at the Licensee Site or the provision of Out-of-scope Services shall be charged for at applicable time and materials rates to be agreed in good faith between Sendsteps and the Licensee at the relevant time.

4. Submitting Support Requests and Access

4.1 The Licensee may request Support Services by way of a Support Request.

4.2 Each Support Request shall include a description of the problem and the start time of the incident.

4.3 The Licensee shall provide Sendsteps with:

- (a) prompt notice of any Incidents; and
- (b) such output and other data, documents, information, assistance and (subject to compliance with all Licensee's security and encryption requirements notified to Sendsteps in writing) remote access to the software, as are reasonably necessary to assist Sendsteps to reproduce operating conditions similar to those present when the Licensee detected the relevant Incident and to respond to the relevant Support Request.

4.4 All Support Services shall generally be provided from Sendsteps' offices.

4.5 The Licensee acknowledges that (only in unique situations), to properly assess and resolve Support Requests, it may be necessary to permit Sendsteps access to the premises of Licensee and the Licensee's files, equipment and personnel.

4.6 The Licensee shall provide such access promptly, provided that Sendsteps complies with all the Licensee's security requirements and other policies and procedures relating to contractors entering and working on the Licensee Site notified to Sendsteps.

4.7 When there is an issue raised by Licensee than Supplier shall;

- (a) Promptly perform a root-cause analysis to identify the cause of such failure;
- (b) Promptly correct such failure and to begin meeting the service levels;
- (c) Provide Licensee with a report detailing the cause of, and procedure for correcting, such failure;
- (d) Provide Licensee with reasonable evidence that such failure, if within the scope of the Services, will not reoccur;
- (e) Provide to Licensee an action plan setting out the steps proposed to be taken by Sendsteps to remedy such failure; and

- (f) Arrange all such additional resources as are reasonably necessary to correct such failure as early as practicable thereafter and at no additional charge to Licensee.

4.8 If an Incident, after Supplier's best effort, cannot be reproduced, then the correction time will be suspended until the same Incident occurs again or the Incident is reproduced.

5. Service Levels

5.1 The Service Levels as described below are divided in 3 categories:

- (a) The response time means that Sendsteps will give a response of receipt to Licensee after receipt of the notification of an incident.
- (b) The reaction time means the time within Sendsteps will start with resolving after receipt of notification on an Incident.
- (c) The resolution time means the time within a solution to resolve the Incident must be realized.

The most important Service Level is the resolution time. The response and reaction time are defined to give Licensee the understanding that the notification has been received by Sendsteps and that it has started to resolve the Incident. These resolution times apply to incidents in which only Sendsteps and Licensee are involved. For incidents that have more stakeholders, the described service levels will not apply.

5.2 Sendsteps shall:

- (a) prioritize all Support Requests based on its reasonable assessment of the severity level of the problem reported; and
- (b) respond to all Support Requests in accordance with the responses and response times specified in the table set out below:

SEVERITY LEVELS AND RESPONSE TIMES

Priority	Description	Value	Norm	Service Level
P2	Response Time:	Acknowledge Incident receipt	< 15 minutes	95%
	Reaction Time	Start with activities	< 60 minutes	95%
	Resolution Time:	Make continuous correction efforts until the Incident is fixed or, via a work around, can be reduced to a severity 3 Incident	< 4 hour	90%
			< 8 hours	100%
P3	Response Time:	Acknowledge Incident receipt	< 3 hours	90%
	Reaction Time	Start with activities	< 8 hours	90%
	Resolution Time:	Use reasonable efforts to work on the Incident until the Incident is fixed or a workaround is available.	< 2 days	90%
			< 4 days	100%
		When the Incident is fixed by a workaround, a permanent solution must be available or the Incident must be reduced to a Severity 4 Incident in mutual agreement	< 1 month	100%
P4	Response Time:	Acknowledge such Incidents as soon as reasonably practicable after receipt of Licensee's Incident notification.	< 1 day	100%
	Resolution Time:	Aggregate such problems and schedule for corrective action in future versions of software.	Future release to be determined in mutual agreement	100%

Note: Escalation in accordance with provisions in "Escalation procedures" section below.

P1 is specific for Licensee and means that Licensee as whole is down due to e.g. Network outage.

Severity 1 does not apply for the Services delivered by Sendsteps.

P2 is a failure in the Service which causes a down situation or so substantially impairs the performance of the Service as a whole, any major components of the Service or any core functions of the Service, as to effectively render them unusable, and for which there is no available workaround. "Core functions" means any function of the Service that a typical user of the Service would reasonably deem to be of critical importance.

P3 is an Incident that impairs the use or operation of the Service in production, or a portion thereof in some way, but does not effectively render the Service or such portion unusable as a whole P3 Incidents either have available workarounds, or affect portions of the Service that a typical user of the

Service would not deem to be a core function of the Service.

P4 is an Incident that causes inconvenience with normal operation of the Service.

Late intervention

In case Sendsteps does not meet the Resolution Time as specified above, Sendsteps shall owe Licensee a payment based upon the monthly License fee of exceeding the maximum Intervention and Resolution Time according to the table below:

Priority Level	Resolution Time
P2	10%*
P3	5%*
P4	2,5%*

* of the monthly License fee that Licensee pays Sendsteps.

Frequency of severe P2, P3 and P4 Incidents

If the number of Incidents during a calendar month exceeds 20, then Sendsteps shall owe Licensee the following additional payment per calendar month: 7,5% of the monthly License fee that Licensee pays Sendsteps.

5.3 Determine severity levels

To determine the severity level of an incident and prevent discussion when an incident occurs, an over-view is made with all core functions which in case of incidents are standard P2 incidents.

In general, an incident will be of severity level P2 when multiple users are affected or the Incident may have financial impact for Licensee.

Service	Description
Logon	It is not possible to logon in the Add-in, Dashboard or Message Filter
Messages	It is not possible for a Licensee or User to receive votes and other messages
Download	It is not possible to download the add-in
Show results	It is not possible to show results in Dashboard of User
Send messages	It is not possible for audience members to send TXT messages to long/short-code
Response site	It is not possible for audience members to cast vote and free form messages

When an incident is not marked as a P2 Incident in the table above, the Severity Level will become 3 or 4 (in mutual agreement). In case Licensee wants to increase the Severity Level (to e.g. 2 or 3), only

authorized employees at Licensee are authorized to propose this increase to Sendsteps. Only Sendsteps employees mentioned below are authorized to accept or not accept this request(s). At disagreement about the Severity Level of an Incident between both parties then the escalation path will be followed as described below.

ESCALATION PROCEDURES

Priority code	Contact type	Name of Sendsteps contact	Contact email address	Working days before Escalation to next level
P2	Primary	Pieter van den Houten	priority@sendsteps.com	1 day
	Secondary	Mike Coumans	mike.coumans@sendsteps.com	2 days
P3/P4	Primary	Pieter van den Houten	Pieter.vandenhouten@sendsteps.com	2 days
	Secondary	Robert Daverschot	robert.daverschot@sendsteps.com	3 days

5.4 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times and the applicable fees to be paid to Sendsteps for such support.

5.5 Sendsteps shall give the Licensee regular updates of the nature and status of its efforts to correct any Incident.

6. Other Remedies

If a Solution is not provided within the relevant Service Level response time, the Licensee may escalate the Support Request to the parties' respective relationship managers identified below and then to their respective senior management identified below:

Relationship role	General Role Manager at Sendsteps	Email address
Customer Success Mngr for NGC	Sr. Account Manager	pieter.vandenhouten@sendsteps.com
Implementation Mngr NGC	Sr. Communication Manager	robert.daverschot@sendsteps.com
License Manager	Sr. License Manager HQ	thijs.beumer@sendsteps.com
Sales Mngr NGC	President Sendsteps USA	steven.blom@sendsteps.com
Executive management	CEO Sendsteps HQ	mike.coumans@sendsteps.com

Telephone number	Sendsteps Office	Region
+1 (310) 510-6488	Sendsteps USA	North America
+55 (31) 3657-0181	Sendsteps Brazil	South America
+31 20 716 3656	Sendsteps the Netherlands HQ	Europe / Asia
+44 203 514 6752	Sendsteps UK	United Kingdom, Ireland, NZ, Australia

7. Communications

In addition to the mechanisms for giving notice, the parties may communicate in respect of any matter referred to in this Appendix D by e-mail (unless specified otherwise).

8. Hosted Solutions & Services

Sendsteps uses Rackspace resources for hosting solutions on the cloud for customers to access and use as required. There are many secure providers we can use depending on customer requirements, security levels, access control and user levels.

8.1 Performance attributes defined and documented?

Sendsteps uses Rackspace data storage for our services and solutions. Full uptime and performance descriptions are available depending on the customer requirements and the chosen hosting solution. This is all included within the stated solution costs.

8.2 Backup & Data Recovery

As part of the contract to supply our services, Sendsteps will manage the whole solution including the hosted server providing the Licensee with the levels of access it requires.

9. Provisioning/De-provisioning Statement

Many of the solutions and products we offer are templates where we the need to tailor according to the customer requirements. This means we can offer off-the-shelf products but tailored to the customer with branding, specific content and a variety of user access. This is all documented within the contract agreement and the time to develop bespoke product is determined by the level of detail we have from the customer.

Estimated times for provision of products:

Type of License	Standard / Off the shelf	Customized / Bespoke
Basic	1 day	N/A
Branded	3 weeks	N/A
Corporate	4 weeks	6-8 weeks
Enterprise	5 weeks	7-9 weeks*
Classified	N/A	10-12 weeks*

** this depends greatly on the requirements of Licensee*

10. Service Roadmap & Upgrades

Sendsteps products and solutions are continually being extended and updates depending on customer requirements, new features, improvement of functionality, speed etc.

In many instances including we are able to open new modules to existing clients as they come available. The Licensee will simply be able to access the new functionality as it is (most of the time) included in their current offering. Functionality that already exist can be sold on a License basis whereas bespoke development for specific customer demands will be charged at developer rates.

11. Governance and Meeting

11.1 The following responsibilities are important to be managed in cooperation between Licensee and Sendsteps and are subject of the several meetings as described below.

Planning & Control responsibilities

- (a) Project calendar and planning
- (b) Change and release planning; the release calendar
- (c) Discuss on architecture requirements
- (d) Audit planning
- (e) Compliancy and appropriate procedures.
- (f) Escalation path with Licensee management to obtain closure of issues identified
- (g) Driving the service levels and quality of IT service and processes
- (h) Security and Business continuity
- (i) Technical & Strategical improvements

IT Operations responsibility

- (a) Incidents
- (b) Approval of changes and releases
- (c) Maintenance planning (application version upgrades)
- (d) Testing, test coordination
- (e) Coordination of the functional office at Licensee

11.2 The objective is to have an understanding at the highest management level of the continuous efforts to maintain and/or improve the service delivery and to develop a mutual view on strategic developments based on agreed evaluation criteria.

Contract meeting

The Contract (Evaluation) Process contains the following topics:

- (a) Yearly Contract Evaluation Meeting
- (b) A yearly Contract Evaluation Meeting will be held once a year by the stakeholders of the contract between Sendsteps and Licensee by (senior) project management of Licensee and senior account and sales management of Sendsteps.
- (c) (Bi-)Yearly Strategic Meeting. The full scope of the Services will be discussed including but not limited to:
 - a. Vision
 - b. Strategy
 - c. Functional roadmap
 - d. Technical roadmap
 - e. Architecture

Tactical Meeting

The objective is to manage and monitor the day-to-day cooperation between Sendsteps and Licensee. It covers the regular service delivery by Sendsteps and the changes in this service delivery caused by

e.g. projects, changes and improvements of the service when necessary. The responsible functionaries of both parties will participate with mandate to make decision (cost impacting) on a tactical level.

Operational Meeting

In the operational meeting between operational responsible management (including third parties), topics as Incidents and Changes, will be discussed.

Project Meeting

In this meeting the running projects are monitored and are remotely and on a weekly basis.

Security & Compliance Meeting

In this meeting follow up on findings, security findings and compliance issues will be discussed.

12. Access to the Services

Sendsteps will provide secure access to Licensee for accessing and use their services.

The services are divided into three categories:

- (a) Access to the dashboard
- (b) Access to the PowerPoint™ Add-in
- (c) Response website

13. Availability

Access to the Services above will be available 24/7 excluding Maintenance- and Change windows.

In case the Service does not meet the Availability under this clause, Sendsteps shall owe Licensee the following service credit:

98% - 99.70%: 10% Discount on one month's fees

90% - 97.99%: 20% Discount on one month's fees

< 89.99%: 50% Discount on one month's fees

The Availability % shall be calculated as follows:

$$\text{Availability} = \frac{(\text{Uptime} - \text{Downtime})}{\text{Uptime}} * 100 \%$$

Whereas:

- (a) Downtime is defined and measured as the actual Downtime *minus* Downtime during the Maintenance Window;
- (b) Uptime is defined as the time the Service is fully operational in accordance with the Agreement;

14. General

14.1 Monitoring

Sendsteps is responsible for monitoring and the availability of the three services.

14.2 Responsibilities

Licensee is responsible for authentication and management of employees and their accounts.
 Licensee is responsible for authentication of the Licensee systems that are allowed to access the Services of Sendsteps.

14.3. Business Continuity

The test will be executed in cooperation with Sendsteps, Licensee and third parties (e.g. hosting, security, load test etc.).

The following agreement for the test is applicable:

Activity	Description
Frequency	On request minimal 1 time a year, a test can be executed.
Planning	In cooperation between both parties an appropriate day/time will be determined
Preparation	In cooperation between both parties, the scope of the Calamity Test will be determined and test preparation will take place
Service Level	The test for the defined scope must be 100% successful. Only minor issues which could be solved by a workaround within the defined time period are acceptable.

In relationship to the Services, Licensee can request to perform a vulnerability test on the Platform.

15. Service Level Agreement Exclusions

A Service Level in this SLA and any applicable payment scheme set out in this SLA do not apply, if not meeting that particular Service Level is solely caused for the duration of the applicable reporting period, by one or more of the following events:

- (a) a failure of Licensee to meet an agreed written obligation under the Agreement, including providing the support required to deliver the Services;
- (b) force majeure, as mentioned in General Conditions;
- (c) any decreased Availability or scheduled downtime due to maintenance of the service.