

UbliBot standard Service level Agreement

UbliBot is a brand of LEFT Technology BV

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THE STANDARD SLA IS APPLICABLE TO EDITION BUSINESS AND BUSINESS+ ONLY

1. Services Service Level Agreement (SLA)

1.1. The Articles below apply to the provision of service and support of the UbliBot basic services.

2. Definitions

2.1. Response time: the time that elapses between the receipt of a notification and the time within which UbliBot provides the Support.

2.2. Service Hours: UbliBot uses the following usual office hours (08.30-17.00 CET) for clients within the CET region from Monday to Friday. Dutch public holidays are excluded.

2.3. Special Service Hours: All hours in a day outside the Service Hours.

2.3. Support: Providing general assistance on the telephone, e-mail or ticket.

2.4. Report: A Report in the Category A, B, C or D, separately or jointly.

2.5. Category A notification: The Service is completely inaccessible due to a defect on the part of UbliBot or the Service has come to a halt altogether. It is not possible to work with the system normally, nor with any adjustment or program redirection.

2.6. Category B notification: A problem that causes a serious application error, which may jeopardize the progress of an essential processing period, but does not stop the entire Service. If not via any modification or program diversion, a large part of the Service can still be used.

2.7. Category C notification: A non-material problem in the Service that requires an immediate response from UbliBot.

2.8. Category D notification: All questions and requests for information about the use or implementation of the Service.

Response times

3.1 Support is available for all Reporting Categories during Service Hours, with the following Response Times for all Categories: Category A: 2 hours, Category B: 4 hours, Category C: 1 business day and Category D: 3 business days.

3.2. With the exception of implementation services, Support takes remote place because the Service is offered from a central location, via a generic and uniform version. If on-site assistance is desired, an appointment can be made separately in mutual consultation at the then applicable consultancy rate for the Client.

3.3. The Client will allow UbliBot the necessary access to the environment (tenant and data) of the Client, and allow the necessary change to be made if this is required for resolving the Report.

3.4. The customer will arrange for at least 1 contact person, who is well aware of the Service and who can be addressed as the main contact person or deputy main contact person or who can be relieved.

Making a Report

4.1. Reports to UbliBot can only be made by the Administrator who acts as a contact person to UbliBot.

4.2. Other Users are not allowed to report to UbliBot.

4.3. Category A and B reports can be made by telephone, e-mail or via ticket.

4.4. Category C and D reports can only be made by e-mail or ticket.

4.5. UbliBot is not liable for the malfunctioning of the messages, the operation of the general telecom services, such as provided by a telecom company or the correct functioning of the telecom equipment of the Customer.

Accessibility

5.1. UbliBot guarantees the accessibility of the system that is related to the Service. The accessibility calculation is based on qualified incidents that have been reported to UbliBot as such by the Administrator. If it is not possible for the Users to reach the system via the Internet, the Owner and / or Administrator must state this.

5.2. UbliBot guarantees a minimum of 99.95% up-time on average per month of Service.

5.3. UbliBot is free to determine which person will address the Customer or to attempt to resolve the Report. The customer cannot stipulate a specific person when speaking or serving.

Internet access and performance

6.1. UbliBot guarantees the data regarding uptime (availability), as stated in this Service Level Agreement.

6.2. UbliBot guarantees operation of the Services according to the “best effort” principle.

Reliability and safety

7.1. In the case UbliBot is a processing service with a maximum of 96 hours of storage, the customer cannot request the replacement of a backup copy. The customer simply has to resubmit his data.

7.2. The UbliBot Service is offered via servers and data centers. The location (s) where the servers are running are adequately protected through a service agreement with the Data Center supplier (s) of UbliBot. This includes the physical protection of the property and the protection of access by an unauthorized person.

7.3. The hardware support, fire protection, power failure and Internet access protection, firewall, security, data protection and data backup are directly the responsibility of UbliBot.

Procedure in the event of failure or non-compliance with obligations

8.1. The overall liability of UbliBot is completely excluded.

8.2. If UbliBot demonstrably fails to meet its obligations, as stated in this Service Level Agreement, the Customer must inform UbliBot of this. In that case, UbliBot has three (3) days to return the service to the level at least equal to the level as stated in this Service Level Agreement, or the level for the stated shortcoming.

8.3. If UbliBot cannot implement this correction in time, the Client must give UbliBot written notice of default. UbliBot then has seven (7) days to return the service to the level at least equal to the level as stated in this Service Level Agreement, or the level for the first reported shortcoming.

8.4. In all cases, the Customer may immediately terminate the Agreement and Article 12.1 from the General Terms and Conditions may come into effect.

