



# SERVICE LEVEL AGREEMENT (SLA)

## ECOCHARTING

v2023.1

### 1. Definitions

1.1 **The following terms written with a capital letter have the meaning stated below.**

Maintenance	Performing activities on hardware and software to restore or ensure the future availability of Online Software as much as possible, or to implement adjustments or improvements in the Online Software.
Incident	A problem in the Software reported by the Customer that requires a solution.
Response Time	The time between the reporting of an Incident and the first response from Ecocharting.
Resolution Time	The time between the reporting of an Incident and the resolution of the Incident.
SLA	This Service Level Agreement between Ecocharting and the Customer.

1.2 Terms written with a capital letter have the meanings assigned to them in Article 1.1 of this SLA of Ecocharting.

### 2. Scope

- 2.1. This SLA applies in addition to the Agreement and the general terms and conditions of Ecocharting. The duration of the SLA is always equal to the duration of the Software License
- 2.2. Ecocharting is entitled at all times to modify this SLA. Changes will be announced via [www.ecocharting.com](http://www.ecocharting.com) and/or by email.



### 3. Availability and Maintenance

- 3.1. The starting point is that Online Software is continuously available for use by the Customer. Ecocharting aims for an availability of 99.5% per calendar month.
- 3.2. For the provision of Online Software, Ecocharting uses separate data centers managed by different hosting parties.
- 3.3. Ecocharting is entitled to take the Online Software out of service or limit its use, to the extent necessary for Maintenance. Planned Maintenance normally takes place between 00:00 and 06:00 hours. Ecocharting will announce unplanned Maintenance in advance as far as reasonably possible.
- 3.4. The time during which Online Software is not available due to Maintenance does not reduce the availability as referred to in Article 3.1.

### 4. Support

- 4.1 During the term of the Agreement, Ecocharting will provide support to the Customer in using the software. This support includes:
  - a) Providing online information about the operation of the software, including an online help system, digital manuals, and instructional videos.
  - b) On request (and for a fee), Ecocharting also provides support in:
    - i) Training and education in the use of the Software.
    - ii) Setup and implementation of the Software.
    - iii) Building customer-specific modifications in the Software.

### 5. Helpdesk

- 5.1. If the online information is not (yet) sufficiently available at the time of concluding or during the execution of the Agreement, the Customer can use the Helpdesk. This consists of:
  - a) Support by email.
- 5.2. For providing support that requires more time than 20 minutes, an appointment with a consultant can be scheduled.

Ecocharting has the right, after consultation with the Customer, to limit the availability of the helpdesk to certain employees (key users) or functional groups of the Customer.



## 6. Incidents

- 6.1 Ecocharting distinguishes four levels of Incidents:
- a) Level 1 (Urgent): An Incident of such a nature that critical business processes are hindered.
  - b) Level 2 (High): An Incident of such a nature that non-critical business processes do not function or do not function fully.
  - c) Level 3 (Normal): Functional questions regarding the operation of the software.
  - d) Level 4 (Low): Wishes and functional questions that do not disturb business processes.
- 6.2 The Customer must report level 1 Incidents to the helpdesk as soon as possible.
- 6.3 The Response Times for Incidents of level 1 is restricted to one business day. For levels 2, a Response Time of two business days applies. For levels 3 and 4, a maximum of five business days applies.
- 6.4 Ecocharting will detect and correct disturbing errors and defects in the Software as soon as possible and without cost to the Customer.
- 6.5 The Customer will provide Ecocharting with the cooperation required to resolve the Incident, including giving access to the Customer's data and allowing Ecocharting to make the necessary changes.