

Please carefully read the following terms and conditions before you start using PREMIS Software as a Service (SaaS).

The terms and conditions of this Software as a Service Agreement ("Agreement") govern the use of PREMIS SaaS Services ("Services") described below, by you and/or any organization you represent ("End User").

Argevide Sp. z o.o. ("Argevide") based in Gdańsk (Poland) at Jaškowa Dolina 6/3, 80-252 entered into the Register of Entrepreneurs of the National Court Register maintained by the Gdańsk-North District Court in Gdańsk, VII Commercial Division of the National Court Register at KRS NO. 0000502875, NIP (tax identification number): 9571073020, REGON (statistical number): 222062101, share capital: 100 000 PLN is willing to grant to End User access to the Services only upon the condition that End User accepts all of the terms contained in this Agreement.

By starting the use of Services and logging in to the Services in particular, End User confirms understanding of this agreement and acceptance all of its terms. If you do not accept all of the terms of this Agreement, then Argevide is unwilling to provide Services to you and you are not authorized to use the Services.

## 1 General Terms

1. Argevide will make Services listed in End User order ("Order") available to End User pursuant to this Agreement and the Order. Except as otherwise stated in this Agreement or the Order, End User has the nonexclusive, worldwide right to use the Services for the period defined in the Order ("Services Period"), unless earlier terminated in accordance with this Agreement.

2. End User can use Service administration functions to create and manage user accounts for any persons ("Authorized User") and authorize them to use the Services. There are no restrictions who is the Authorized User, they can be End User's employees, representatives, consultants, contractors, customers or any other persons.

3. The End User is authorized to use the Service within the limits specified in the Order. The Service limits may include the maximal number of active user accounts, number of concurrent users (logged in to the Service at the same time), the maximal number of projects the Authorized Users can create and operate in the Services, repository storage limits.

4. All terms and conditions of this Agreement apply for Authorized Users. End User is responsible for all actions related to use of the Services by its Authorized Users and their compliance with this Agreement.

5. A web browser is necessary to use the Services. The Services are tested for current versions of Mozilla Firefox, Google Chrome and Microsoft Edge. Cookies and JavaScript must be enabled in a web browser to use the Services.

## 2 Fees and Payment

1. The End User is obliged to pay the Service fee according to the Order and the Services price list. Once placed, the Order is noncancelable and the sums paid nonrefundable, except as provided in this Agreement or the Order. Unless otherwise agreed to in writing the End User shall make payments within thirty (30) days of the day of the invoice.

2. Failure to meet any of the End User payment obligations will be a breach of this Agreement and will allow Argevide to suspend the Service or terminate the Agreement.

3. If the End User exceeds the quantity of the Services ordered (the number of user accounts, the number of concurrent users, the number of projects or storage limits), then the End User must promptly purchase and pay fees for the excess quantity.

4. Argevide will notify the End User of the end of the Service Period at least three (3) months in advance and offer extension of the Service subscription for the subsequent Service Period.

5. Argevide may increase or decrease the Service fees at any time, unless otherwise specified in the Order. Any change in Service fees will take effect at the commencement of the next Service Period.

## 3 End User Rights and Responsibilities

1. Services enable End User to enter data and files ("Content") that are stored with the Services. End User retains all ownership and intellectual property rights to the Content.

2. End User grants Argevide the right to host, process, display and transmit the Content to provide the Services pursuant to and in accordance with this Agreement. Argevide undertakes that it will not process End User data for purposes other than providing and settling the Services.

3. End User is solely responsible for the correctness and legality of the Content. End Users may not, in particular, enter and store unlawful Content in the Services as well as use the Services for purposes that are contrary to or intended to circumvent the law.

## **4 Updates and Upgrades of the Services**

1. During the Services Period, Argevide may modify the Services to deliver fixes, patches, revisions, functional additions, modifications and enhancements ("Updates") and also to change the functionality and/or technical architecture of the Services ("Upgrades").

2. Services Updates and Upgrades will not materially reduce the level of performance, functionality, security or availability of the Services.

3. Argevide shall ensure that Updates and Upgrades of the Services will not have an adverse effect on the overall performance and functionality of the Services or corrupt or otherwise have negative impact on any Content.

## **5 Support Services**

1. The Support Services shall be provided in accordance with the PREMIS SaaS Services Specification attached to this Agreement.

2. In the event that the Services or the Support Services are not provided in accordance with the Service Levels in the applicable SLA, End User shall, without prejudice to any other available remedies, be entitled to the Service Credits specified in the applicable SLA.

3. In the event that Argevide has acquired actual knowledge that an interruption or disturbance has or will occur in the provision of the Services, Argevide shall immediately notify End User of the kind of failure, interruption or disturbance, the measures taken and to be taken in order to resolve the interruption or disturbance and an estimation of the time period of interruption or disturbance and any other information which can be relevant to End User.

## **6 Change Requests and Associated Services**

1. The End User shall have the right to request changes to the Services ("Change"). In such case, the End User shall place a written Change Request to Argevide, specifying the requested change in sufficient detail and stipulating a requested effective date for the change.

2. Argevide shall promptly propose a Change Note on the basis of the Change Request, which includes an update of the Specification of the Services, the Change delivery dates and the fees for the Change.

3. The performance of a Change Request may not start and the End User will not be liable to pay any additional fees until the Change Note has been signed by an authorized representative of the End User. The changes are subject to the End User acceptance in accordance with the acceptance criteria in the Change Note.

4. As ordered by the End User from time to time, Argevide shall provide Associated Services, which may include configuration services, migration services, development services, training services and other related services. Associated Services shall be paid for by End User on a time and material basis at rates specified in Argevide Price List valid at the moment of the services purchase.

5. In case of a Change or Associated Services delay the End User shall be entitled to delay credits one (1) per cent of the Change fee per day of delay.

## **7 Security of the Services**

1. Content retained by the End User under the Services is a confidential information that will not be disclosed to third parties. In performing the Services, Argevide will comply with the Argevide security and privacy policies. Argevide is committed to making best effort to protect the Content, including End User and Authorized Users data, stored under the Services.

2. The End User is obliged not to share passwords to the Services with unauthorized persons and is solely responsible for the confidentiality of these passwords. When an initial password for the Services is provided, it shall be promptly changed by the End User.

3. Every use of the Service by means of the End User login and password will be treated as authorized use of the Service by the End User and that the End User is responsible for such use of the Services.

4. End Users may not use and will be responsible for any consequences of the use of any malicious software (including viruses, Trojan horses, spyware, malware) or devices that violate the Services Security and this Agreement. When using the Services, End User may not in any way infringe any third party's rights, including intellectual property rights.

5. Argevide makes all due care so that the Service is free from any malicious software including computer viruses. Argevide, however, does not affect the behavior of other Internet users and cannot guarantee that the use of the Internet, including the Services, will always be free of threats related to the activities of third parties and malicious software. Ensuring the security of using the Internet is the End User responsibility.

6. By using the Services, the End User can get access to external websites via links, which contain content Argevide does not control in any way. We recommend caution when switching to external sites (links), as this may involve exposure to the threats or content that you do not want to access.

7. Argevide continuously monitors the Services to facilitate its operation; to help resolve End User service requests; to detect and address threats to the Services as well as to the Content; and to detect and address illegal acts or violations of the Agreement. Argevide monitoring tools do not collect or store any of End User Content residing in the Services, except as needed for such purposes.

## 8 Personal Data Protection

1. End User entitles Argevide to process the personal data for the purposes of providing and settling the Services in accordance with this Agreement. End User is responsible for obtaining the consent of all Authorized Users to process their personal data by the Services, before granting them access to the Services.

2. Argevide processes and stores personal data in accordance with "Argevide Privacy Policy and Information on Personal Data Processing under General Data Protection Regulation (GDPR)".

3. Argevide processes the personal data entrusted by the End User who is the controller of this data within the meaning of the General Data Protection Regulation (GDPR) in accordance with "Argevide Data Processor Agreement".

4. When processing personal data on behalf of the controller, Argevide shall follow the instructions stipulated by the controller at any given time. Argevide provides the controller with functions within the Services to manage personal data.

5. The scope of the entrusted personal data is limited to the following data related to Authorized Users:

- first name and last name,
- e-mail address,
- phone number,
- organization name and address.

6. Argevide shall take technical and organizational measures appropriate to the security risk of the Services in order to protect the Services, in particular measures to prevent unauthorized access and modification of personal data. Argevide shall fulfil the requirements for security measures stipulated in the General Data Protection Regulation (GDPR) to protect entrusted personal data.

7. The End User acknowledges that it has been informed of the right to access the personal data, as well as to correct and delete them, and to withdraw his/her consent to the processing of her/his personal data.

8. Argevide agrees to provide all information necessary to demonstrate compliance with the obligations to protect security of the entrusted data and enables the administrator or auditor authorized by the administrator to conduct audits and inspections.

9. In case Argevide receives information about an End User's violation of the Agreement terms and conditions or applicable laws, Argevide may process the personal data provided by the End User to the extent necessary to establish liability.

10. Upon termination of the use of Services, Argevide may process the personal data necessary for the settlement of the Services, soliciting payment claims for use of the Services and clarifying the circumstances of unauthorized use of the Services.

11. In addition to any other available remedies, Argevide shall be liable for the material or non-material damages caused by Argevide processing which infringes the Data Protection Legislation.

12. This clause 8 "Personal Data Protection" is intended to constitute and shall be interpreted as a written data processing agreement between the End User and Argevide pursuant to applicable Data Protection Legislation.

## 9 Intellectual Property Rights

1. The Services and software used to provide the Services are protected by international intellectual property laws and treaties. All rights are reserved.

2. End User will not, and will not allow any Authorized User or other third party to:

- a) reverse engineer, decompile, disassemble, decipher, decrypt, or otherwise seek to discover or obtain the source code or non-public Services interfaces, except to the extent expressly permitted by applicable law despite this prohibition (and then only upon advance notice to Argevide) and on the condition that End User strictly respects applicable law, including the extent to which it allows to undertake such actions;
- b) modify, adapt or create derivative works of the Services;
- c) remove or obscure any proprietary or other notices of Argevide or any third party contained in the Services;
- d) defeat, nor attempt to defeat, any security measures built into the Services;
- e) breach the law applicable for the use of the Services, including the relevant restrictions imposed by copyright and intellectual property protection acts.

## 10 Service restrictions

1. Argevide is entitled to suspend the provision of the Services, upon prior notice to the End User within a period of not less than 14 days, in the event of:

- a) breaching of any of the provisions of the Agreement,
- b) using the Services in a manner violating any applicable law,
- c) any payment late for more than 30 days.

2. The End User is not entitled to claim a refund for such period of suspension of the Services.

3. In the event that the End User fails to cease the breach or remedy the consequences within 30 days of the suspension of the Services, Argevide has the right to terminate the Agreement with immediate effect.

4. Argevide reserves the right to arrange technical breaks in the provision of the Services to carry out necessary maintenance and upgrades. Argevide will ensure that technical breaks will be reasonably short and that they are outside the hours of 8:00 - 18:00 on weekdays, unless otherwise specified in the Order Argevide shall inform the End User about the planned technical breaks 12 hours in advance.

## 11 Warranties

1. Argevide hereby warrants that it has full capacity and authority to enter into this Agreement and that nothing in

this Agreement will conflict with any other agreement executed or accepted by the Argevide.

2. Argevide warrants to the End Users that Argevide and its licensors are the sole holder of any and all Intellectual Property Rights in the Services and that Argevide has the right and authority to grant the rights and licenses granted under this Agreement.

3. Argevide warrants that all the End User Data will be stored by Argevide and that such the End User Data will not be corrupted or changed in any manner, other than such format changes to the End User Data that are stated in the Service Specification or otherwise have been approved in writing by the End User. Argevide further warrants that the End User Data can be extracted from the Services in the agreed format or if such format has not been agreed in a format reasonably requested by the End User, at any time when requested by the End User.

4. Argevide warrants that the Services (including Updates and Upgrades) do not and will not contain any program code, programming instruction or set of instructions that have been constructed with the ability to damage, interfere with, disable, adversely affect any software or otherwise negatively impact the operation or business of the End User. Argevide further warrants to secure that any and all of the facilities, equipment and/or data centers (inclusive of the processes for providing the Services) used to provide the Services adhere to the adequate industry standards, including anti-virus programs, firewalls and other security measures relating to the facilities, equipment and/or data centers are kept up to date and in place. This obligation shall include but not be limited to use adequate measures to identify, screen, and prevent the Services from any virus, trojan horse, worms, file infectors, boot sector infectors or other data gathering or collecting software or devices.

## 12 Limitation of Liability

1. With the exception set out in Section 8.11, each Party's maximum aggregate liability under the Agreement shall be limited to the amount of the annual fee paid and payable under the Agreement.

2. With the exceptions set out in Section 8.11, neither Party shall be liable for any indirect, incidental or consequential damages including but not limited to loss of profits, loss of goodwill or missed opportunities.

## 13 Force Majeure

1. Each Party shall be relieved from liability for a failure or delay of performance if caused by reason of any circumstance beyond the reasonable control of such Party, including but not limited to war, civil war, hostility, or sabotage, act of God, telecommunication outage that is not caused by the obligated Party, government restrictions or other similar circumstances ("Force Majeure Event"). Both Parties will use reasonable efforts to mitigate the effect of Force Majeure Event.

2. If the Event of Force Majeure relates to a subcontractor, Argevide shall only be relieved from its obligations hereunder if such subcontractor is prevented to perform its undertakings as a result of any of the aforementioned circumstances and provided that Argevide has made best efforts to find a substitute subcontractor.

3. If Argevide is prevented from performing its obligations under the Agreement due to a Force Majeure Event for more than one (1) month, the End User shall be entitled to, at its discretion, terminate the Agreement upon written notice to Argevide. Neither Party shall have any liability to the other in respect of the termination of a Service Agreement or the Agreement as a result of a Force Majeure Event. This Section shall, however, not release Argevide from its duty to implement a disaster recovery plan or business continuity plan.

## 14 Disaster Recovery

1. In the event of a disaster, Argevide shall immediately start acting according to its Disaster Recovery Plan and shall promptly inform End User about the event, consequences and the status of recovery actions.

2. Argevide guarantees secure external daily backups which enable recovery of the Services in the event of local disaster and loss of data.

## 15 Information

1. Each Party shall inform the other Party of all matters of importance to the Parties' performance under the Agreement, including particular risks that exist or which could arise in conjunction with the performance of the Services. In all communication, the Parties shall express themselves with such clarity and with such means as are required in order to ensure a correct performance in all respects.

2. Argevide shall without undue delay inform the End User if there is an unacceptable risk that Argevide cannot fulfill its obligations and shall take all reasonable actions to lower such risk to an acceptable level.

## 16 Term and Termination

1. Service specified in this Agreement is delivered to the End User from the date of placing the Order for 12 months (the "Service Period"), unless specified otherwise in the Order. Services terminate at the end of the Service Period unless End User extends the Service subscription for the subsequent Service Period.

2. End User shall have the right to terminate the Agreement, in whole or in part, for convenience upon at least three (3) months prior written notice to Argevide.

3. Argevide shall have the right to terminate the Services upon 30-day notice if End User fails to pay any correct and undisputed invoice in accordance with the terms and conditions herein and provided that End User has received a written reminder with a cure period of thirty (30) days; or End User enters into liquidation, bankruptcy or other procedure due to its inability to pay its debts.

4. Each Party has the right to terminate the Agreement if the other Party is in material breach of this Agreement and such breach has not been cured within thirty (30) days from Party notice of said breach.

5. Upon termination of this Agreement, the following sections of this Agreement will survive: "7. Security of the Services", "8. Personal Data Protection", "9. Intellectual Property Rights", "17. Exit Services", "18. Export", "22. Governing Law", "23. Severability."

## 17 Exit Services

1. Following the termination or expiration of the Agreement, Argevide shall, upon End User's request, assist End User and any of its third party service providers, with transferring and migration of any End User data, to End User or to any third party appointed by End User ("Exit services"). Exit Services shall be provided for a period not longer than six (6) months from the expiration or termination of the Agreement.

2. Unless the fees for the Exit Services under this Section has been agreed in the Exit Plan or otherwise in writing by the Parties, Argevide assistance under this Section, shall be paid for by End User on a time and material basis at commercially reasonable rates or if rates for work

performed on a time and material basis have been previously agreed upon, at such previously agreed rates.

## 18 Export

1. The Services may be subject to export laws and regulations. End User will comply with all domestic and international export laws and regulations that apply to the Services.

2. End User may access the Services without regard to geographic location and may transfer the Content across geographic locations. End User is solely responsible for the authorization and management of Authorized Users accounts, as well as export control and geographic transfer of the Content.

## 19 Agreement Amendments

1. Argevide reserves the right to amend the Agreement or the Price List. The content of each proposed change will be communicated to the End User at least one month in advance.

2. End User, not later than on the effective date of the amendment, may notify Argevide of the termination of the Services with the effective date of the amendment due to non-acceptance. Termination is effective if it is sent to e-mail address [office@argevide.com](mailto:office@argevide.com) and confirmed by Argevide. Argevide shall not unreasonably withhold or delay the confirmation.

3. Failure to provide a termination notice within the stated period will result in acceptance of the amendment.

## 20 Professional use

1. End User hereby declares that the Agreement is concluded for purposes directly connected with End User's economic or professional activity.

## 21 Disputes

1. In the event of a dispute, the Parties shall make good faith efforts to solve the dispute by amicable means. In the event that a dispute cannot be resolved within thirty (30) days from either Parties' notification to the other Party of the existence of a dispute, either Party may refer the dispute to arbitration under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber.

2. The language to be used in the proceedings shall be English (unless otherwise agreed by the disputing Parties).

3. All statements made and documents provided or exchanged in connection with the arbitration procedure shall be used solely for the purpose of those proceedings and shall be treated as Confidential Information. Neither Party may disclose the existence or content of the dispute or claim nor the results of any arbitration award to any third party, except with the written consent of the other Party or pursuant to a requirement by law or a court order.

## 22 Governing Law

1. The Agreement will be governed by and interpreted in accordance with the laws of Poland unless agreed otherwise. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

2. Any dispute, controversy or claim arising out of or relating to this Agreement and not resolved by the Parties will be settled by the courts in Gdańsk, Poland, unless agreed otherwise, and each party expressly consents to the exclusive personal jurisdiction and venue of such courts.

## 23 Severability

In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of any of the remaining provisions shall not in any way be affected or impaired.



[www.argevide.com](http://www.argevide.com)

## Attachment 1. PREMIS SaaS Services Specification

This attachment describes PREMIS SaaS services and options available under “Argevide PREMIS SaaS Agreement”. The following sections of this document apply depending on the PREMIS SaaS license type specified in the Agreement or the Purchase Order:

PREMIS SaaS license type	Section 1 PREMIS SaaS	Section 2 PREMIS SaaS Server	Section 3 SLA
PREMIS SaaS	applies	N/A	N/A
PREMIS SaaS Server	applies	applies	N/A
PREMIS SaaS Server SLA	applies	applies	applies

Argevide delivers PREMIS SaaS Services and other Services within the parameters described below as specified in the End User purchase order or in the agreement between End User and Argevide.

### 1 PREMIS SaaS Services

#### 1.1 Limitations

1. PREMIS SaaS license shall be granted within one or more limits from listed below:
  - a) maximum number of authorized users defined as active user accounts in PREMIS (PREMIS SaaS standard license),
  - b) maximum number of concurrent users defined as logged in to PREMIS at the same time (PREMIS SaaS floating license),
  - c) maximum number of projects.
2. Data storage for any PREMIS SaaS license is limited to 1GB per one user (authorized or concurrent) unless specified otherwise.

#### 1.2 Functionality

PREMIS SaaS features include:

- management of evidence-based arguments,
- management of the supporting evidence,
- argument assessment and visualization,
- argument templates and modules,
- management of user roles and permissions,
- argument change control and status reporting,
- XML export/import.

#### 1.3 Technical requirements

1. Client web browser: up to date version of Google Chrome, Microsoft Edge or Mozilla Firefox,.
2. Cookies and JavaScript must be enabled in a web browser.

#### 1.4 Hosting services

1. PREMIS server located in Tier III data center, certified for PCI DSS, ISO 9001 and ISO 27001.

#### 1.5 Access to the Services

**Connection Point:** <https://services.argevide.com/>

**Service Window:** Argevide planned PREMIS SaaS services maintenance windows may occur once a month at night time (22:00 – 24:00 CET) with one business day notice, unless otherwise explicitly agreed.

#### 1.6 Support services

1. Help desk contact: [support@argevide.com](mailto:support@argevide.com)
2. Support language: English and Polish
3. Response time: 1 business day (8:00 – 16:00 CET)
4. No service level guaranties

## 2 PREMIS SaaS Server Services

PREMIS SaaS Server Services extend PREMIS SaaS Services (Section 1) with the features described below.

### 2.1 Parameters

1. Connection Point: agreed with End User, will take the form: `https://(EndUserName).onargevide.com/`

### 2.2 Hosting services

2. PREMIS server located in Tier III data center, certified for PCI DSS, ISO 9001 and ISO 27001
3. PREMIS SaaS Services provided on a dedicated virtual server (static IP)
4. Customer data stored on separate logical volumes

### 2.3 Integration

1. User authentication options:
  - a) Active Directory Federation Services (ADFS) using WS Federation protocol,
  - b) Azure AD (B2C) using OpenID protocol.
2. SharePoint integration supported
3. Atlassian Jira and Confluence integration supported
4. Integration with End User's systems supported through PREMIS API (JSON RESTful web services)

### 2.4 Security

PREMIS SaaS Server services extend the security guaranties with the following:

1. End User data separation from data of other customers (separate virtual server, separate logical volumes on secure disk array, separate backup volumes).
2. Option for data encryption of all PREMIS SaaS Services data volumes (standard solution assures backup encryption)
3. Auditable PREMIS server logs maintained for at least 18 months, available for up to 12 months after termination of the Agreement
4. Two-factor authentication for all administrative access to PREMIS SaaS server
5. Data center information security management system certified for PCI DSS and ISO 27001

### 2.5 Support services

The services described in section 1.6 are extended with:

1. Two (2) man-days of technical support for PREMIS integration, e.g. with SharePoint, Jira and Confluence
2. Up to two (2) hours per quarter (3 months) of online consultation and support services

## 3 Service Level Agreement (SLA)

Service Level Agreement (SLA) extends PREMIS SaaS services with service level guaranties.

### 3.1 Definitions

**Business Day** shall mean any working day (Monday to Friday) except public holidays listed below, unless otherwise explicitly agreed.

Public holidays: Epiphany (January 6), Labour Day (May 1), Constitution Day (May 3), Easter Sunday and Monday, Ascension Day (9th Thursday after Easter), Assumption (August 15), All Saints Day (November 1), Independence Day (November 11), Christmas (December 25-26).

**Business Hours** shall mean hours 8:00 – 17:00 CET (Central European Time), unless otherwise explicitly agreed.

**Connection Point** is an internet address of the Services provided by Argevide. The Connection Point is specified in the Specification of the Services.

**Core functions** mean the following PREMIS functions:

1. Create user account
2. Manage user permissions
3. Create and open a project
4. Add and modify argument element
5. Perform assessment of an element in a project

**Downtime** refers to the number of minutes during the Measure Period when the Services are not available at the Connection Point(s).

**Incident** shall mean any defect, disruption, interruption or any other malfunction of the Services, including but not limited to any non-compliances with the Specification of the Services.

**Measurement Period** shall mean the period during which the Service Level is being measured. The Measurement Period is 3 calendar months, counting Business Hours, unless otherwise explicitly agreed.

**MPSF** shall mean the Measurement Period Services Fee, that is the part of PREMIS SaaS services fee due for the Measurement Period.

### 3.2 Scope

1. Service Level Agreement described in this attachment applies to the Services specified in "Argevide PREMIS SaaS Agreement" and covers availability guaranties (Section 3.4) and incidents resolution (Section 3.5).



2. This SLA does not apply:

- a) to servers, software and services not listed in “Argevide PREMIS SaaS Agreement”;
- b) when End User has made unauthorized changes to the configuration or setup of the Services;
- c) when End User has prevented Argevide from performing required maintenance and update tasks;
- d) in circumstances that could be reasonably said to be beyond Argevide control (force majeure);
- e) if End User is in breach of its Agreement with Argevide for any reason (e.g. late payment of fees).

**3.3 Change management**

1. Argevide delivers PREMIS SaaS Services updates and upgrades in accordance with Section “Updates and Upgrades of the Services” of the Agreement.

2. For each upgrade Argevide will provide End User with access to a test environment for testing new features. End User will have the right to report problems with new features and request fixing them before the upgrade of PREMIS SaaS Services.

**3.4 Availability**

Argevide guarantees that Services will be available for a certain percentage of time (“Availability”).

The guaranteed **availability** (“GA”) is 99%.

The permitted downtime shall be calculated in accordance with the following formula:

$$PD = MP * ( 100\% - GA ) / 100\%$$

where MP = Measurement Period (in minutes).

If the actual Downtime for the Measurement Period is above the permitted downtime (PD) specified above, a penalty will be applied in the form of a Credit for End User. This means the following Services Period fee payable by End User will be reduced by the amount of Credits awarded to End User.

The level of penalty will be calculated depending on the number of started hours above the permitted downtime.

**Credits** for each started downtime hour above the limit: 1% of the Measurement Period Services Fee (MPSF).

**3.5 Incident resolution**

Argevide provides access for End User to the incident management system (“IMS”) to report and monitor incident resolution.

When the client raises a support incident in IMS, Argevide promises to respond and resolve it in a timely fashion.

An Incident shall be classified in accordance with the below Severity Level classifications.

Severity Level	Description
<b>Critical Incident</b>	A Critical Incident occurs when the Services, or any core functions therein, cannot be used or are seriously affected.
<b>Serious Incident</b>	A Serious Incident occurs when certain functions in the Services, or part thereof, is affected, disabled or otherwise not fully in compliance with the agreed specifications.
<b>Minor Incidents</b>	Minor Incidents are Incidents which have no significant effect on the functionality or usability of the Services.

Argevide shall confirm and resolve incidents in the Services reported by End User, in accordance with the Service Levels specified below. The time frames set out in the below tables will be calculated from the issuance of a Incident Report to Argevide Helpdesk.

Required service level for incident resolution:

	Confirmation Time	Resolution Time
<b>Critical</b>	4 business hours	2 business days
<b>Serious</b>	1 business day	5 business days
<b>Minor</b>	1 business day	next release

If the actual Confirmation Time or Resolution Time is above the permitted limits specified above, a penalty will be applied in the form of a Credit for End User. This means the following Services Period fee payable by End User will be reduced by the amount of Credits awarded to End User. The Credits will be calculated as a percentage of MPSF (Measurement Period Services Fee).

	Confirmation Time	Resolution Time
<b>Critical</b>	1% MPSF per each started business hour above limit	1% MPSF per each started business day above limit
<b>Serious</b>	1% MPSF per each started business day above limit	1% MPSF per each started business day above limit
<b>Minor</b>	N/A	N/A



www.argevide.com