

SERVICE LEVEL AGREEMENT (SLA) FOR MERCURA'S SOFTWARE

24. februar 2021

1. Definitions

This Service Level Agreement (SLA) describes the services delivered by Mercura for its Configure, Price, Quote (CPQ) solution.

The SLA outlines the expected performance, availability, and support services associated with the CPQ solution in order to ensure customer satisfaction and operational efficiency.

2. Scope of Services

Mercura will provide the following services for the CPQ solution:

- **System Availability:** Ensuring that the CPQ solution is available for use as specified in this Agreement.
- **Support and Maintenance:** Technical support, regular maintenance, and updates of the CPQ solution.
- **Incident Management:** Response to and resolution of issues affecting the performance or availability of the CPQ solution.
- **Customization and Integration Support:** Assistance with integration of the CPQ solution into the Customer's existing systems, including ERP systems.
- **Training and Documentation:** Provision of training sessions and documentation to assist users in effectively using the CPQ solution.

3. Service Availability

Mercura guarantees that the CPQ solution will be available and operational at least **90% of the time** during the following hours:

- **Business Hours:** Monday to Friday, 08:00 – 16:00
- **After-Hours Support:** Available by agreement in the event of critical issues

Exceptions:

- Scheduled maintenance (with a minimum of 48 hours' notice)
- Force majeure events (natural disasters, terrorism, etc.)
- Issues arising from third-party integrations or systems not managed by Mercura

4. Performance Metrics

Mercura will monitor the following key performance indicators to ensure that the CPQ solution meets the agreed service levels:

- **System Uptime:** 90% during business hours

- **Incident Response Time:**
 - Critical issues: Initial response within 1 hour
 - Major issues: Initial response within 4 hours
 - Minor issues: Initial response within 8 hours
- **Data Accuracy:** Ensuring that pricing and product configuration data delivered through the CPQ solution are accurate and consistent with the Customer's ERP system

5. Support Services

Mercura provides the following support services for the CPQ solution:

- **Helpdesk Support:** Available during business hours via telephone, email, the Feedback module in the Config Panel, and Microsoft Teams chat
- **Technical Support:** Access to technical experts for troubleshooting and resolution of complex issues
- **Maintenance Services:** Regular updates, bug fixes, and performance improvements

Support Levels:

- **Critical Issues:** Issues causing complete system downtime or major business disruption
- **Major Issues:** Issues affecting significant functionality or causing partial system downtime
- **Minor Issues:** Issues causing minimal disruption or affecting non-essential functionality

6. Customer Responsibilities

To ensure effective delivery of services, the Customer agrees to:

- Provide accurate and timely information required for support. This should preferably be delivered through the Feedback module in the Config Panel using screen recordings created with tools such as jam.dev
- Maintain their own infrastructure in accordance with the standards required for the CPQ solution
- Inform Mercura of any changes to their ERP or related systems that may affect the CPQ solution
- Follow recommended best practices for system usage and data management

7. Review and Amendments

This SLA will be reviewed annually or as required to ensure that it remains relevant and aligned with business needs.

Any amendments to this SLA shall be mutually agreed upon and documented in writing.

8. Governing Law and Jurisdiction

Any dispute or claim arising out of or in connection with these terms and the Licensee's use of the software shall be brought before the courts of Aarhus as the agreed venue.

Such disputes shall be governed by and construed in accordance with the laws of Denmark.