

SCHEDULE [X]: INVENTIVE DESIGNERS SERVICE LEVEL AGREEMENT (SLA)**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this SLA:

1.1 Definitions:

24 x 7 phone support: Phone numbers are given out to all Companies that chose the Select Support plan and phones are covered 24 x 7 to guarantee that the Company can connect with an engineer directly to assist the Company with its Severity 1 issues and to more quickly understand the Company's Severity 1 issue without requiring the Company to wait for multiple ticket bounces.

Business Day: every day except Saturday, Sunday and official holidays in Belgium.

Business Hours: from 9 a.m. to 5 p.m. (Central European Time zone) on a Business Day.

Error shall mean any material verifiable and reproducible failure of the Services to conform in all material respects to features and functions as described in the Documentation (specifically excluding any non-conformity resulting from Misuse).

Excluded downtime: as defined in art. 3.1.1

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

- (a) any services provided by Inventive Designers in connection with any problem regarding the Services reasonably determined by Inventive Designers not to have been caused by an Error, but rather by a misuse or a cause outside Inventive Designers' control (including any investigational work resulting in such a determination); or
- (b) any Updates (with the exception of correction of Errors).

Production is defined as an instance of the Service actively used by the Company's business users in a production environment. It does not include development, testing or production staging systems usages of the Services.

Response Time: is the duration between the moment when a Support Request is received by Inventive Designers and the moment when a member of Inventive Designer's Support team provides an initial feedback. Upon receipt of a Support Request during Business Hours, the Support team will respond to that Request within the response time period defined in the support plan chosen by Company, which can vary depending on the region where Support Services are to be performed.

Scheduled Downtime (Scheduled Maintenance): A planned period of time when the Services may be unavailable due to maintenance activities. Companies are notified (at least seven (7) days before commencement of the operation) of Scheduled Maintenance periods if they are anticipated to be of any significant duration.

Support plan Table: the table set out in clause 3.2 which sets out the Service Levels applicable to the Agreement and the support plans that can be chosen by the Company.

Solution: either of the following outcomes:

- (a) correction of an Error; or
- (b) a Workaround (including a reversal of any changes to the Services if deemed appropriate by Inventive Designers).

Support Services: Services consisting of the support and maintenance of the Services, excluding any Out-of-scope Services

Support consists of the provision of a Solution if technically feasible.

Support Center: the online support center accessible on the following link: <https://support.inventivedesigners.com/> which is made available by Inventive Designers to Company for the submission of a Support Request.

Support Hours: the period of time when Support Services can be performed, and which may vary, depending on the support plan chosen by Company and the region where the Support Services are to be performed

Support Period: the period of time for which Company has the right to Support Services as defined on the purchase order.

Support Request: request made by Company in accordance with this SLA for Support Services.

Uptime: as defined in art. 3.1.1

1.2 Unless otherwise provided in clause 1.1, all initial capitalised terms in this SLA shall have the meaning given to them in the Agreement.

2. SUPPORT SERVICES

2.1 General

2.1.1 During the Support Period, Inventive Designers will use commercially reasonable efforts to perform remotely the Support Services during the Support Hours in accordance with the levels set forth in the Support Plans Table.

2.1.2 Company acknowledges that Inventive Designers is not obliged to provide Out-of-scope Services or any Support Services at the premises of Company.

2.2 Submitting Support Requests

2.2.1 Company may request Support Services by way of a Support Request.

2.2.2 Company shall submit any Support Request for a Support Service through the Support Center where all such Support Requests will be documented and tracked.

Company needs to create and insert a user ID (login) and a password in order to be able to access the Support Center and submit such a Support Request.

The Support Requests submitted through another channel (e.g. e-mail or otherwise) will automatically be considered of a severity level 4, unless otherwise decided by Inventive Designers.

In the Support Center the Company will have access to the knowledge base. This knowledge base contains a selection of "Frequently Asked Questions". Company shall also have access to a community forum.

2.2.3 The Support Requests shall only be submitted and subsequently handled on Company's side by technically capable people with sufficient knowledge of the

Services and Company's environment in order to be able to provide the assistance necessary to Inventive Designers to deliver a Solution to the Support Request.

- 2.2.4 The Support Requests shall only be submitted in English or Dutch. Inventive Designers is entitled not to consider nor to respond to Support Requests submitted in any other language.
- 2.2.5 Each Support Request shall include a clear and precise description of the question or the problem, and/or the start time of the incident, as the case may be.
- 2.2.6 Once Company has submitted a Support Request in the Support Center, Company will receive a confirmation of the receipt thereof by Inventive Designers. Such confirmation by Inventive Designers may not be deemed to constitute a confirmation of the validity of such Service Request, or an acceptance by Inventive Designers to respond to such Support Request and/or perform the requested service(s).
- 2.2.7 Company shall provide Inventive Designers, at its own cost, with:
 - 2.2.7.1 prompt notice of any Errors; and
 - 2.2.7.2 such output and other data, documents, information, assistance and (subject to compliance with all Company's security and encryption requirements as may have been notified in advance and in writing to Inventive Designers) remote access to Company system, as are reasonably necessary to assist Inventive Designers to reproduce operating conditions similar to those present when Company detected the relevant Error and to respond to or resolve the relevant Support Request.
- 2.2.8 All Support Services shall be provided remotely and through the means of Inventive Designers' choice.
- 2.2.9 Inventive Designers may reasonably determine that any services requested through a Support Request are Out-of-scope Services. If Inventive Designers makes any such determination, it will inform Company of that determination. If Company confirms its request to see such Out-of-scope Services performed by Inventive Designers, such Out-of-scope Services will be charged in accordance with clause 2.3.2.
- 2.2.10 Inventive Designers is not responsible for correcting any Errors not reproducible by Inventive Designers on an unmodified Service. If Inventive Designers is unable to reproduce any Errors, then, upon Company's specific request, Inventive Designers will use commercially reasonable efforts to diagnose and remedy the Errors at Company's site, provided Company pays Inventive Designers all applicable additional charges, costs and expenses in accordance with art. 2.3.2 of this SLA.

2.3 Fees

- 2.3.1 The fees for the provision of Support Services within the Support Period are included in the Charges for the associated and chosen support plan as determined in the Agreement.
- 2.3.2 The provision of Support Services outside the Support Period or at Company's premises or the provision of Out-of-scope Services shall be charged for at Inventive Designers' standard time and materials rates, without prejudice to the payment by Company of any other costs and expenses incurred by Inventive Designers in the framework of such provision, such as but not limited to travel-related expenses.

3. SERVICE LEVELS

3.1 Services Availability

3.1.1 Inventive Designers will use commercially reasonable efforts to ensure that the Services are available for use by Company [ninety-nine per cent] [99%] of the time during each calendar month of the Support Period ("**Uptime**"). Are excluded from the calculation of the availability of the Services ("**Excluded Downtime**"), the regularly Scheduled Maintenance of the Services as communicated in advance to Company, as well as the unavailability of the Services due to a Force Majeure, unavailability due to unscheduled maintenance and/or unavailability due to Misuse. Further, any downtime due to connections to third parties or utilities or downtime due to events outside our control will also be excluded from any such calculation.

$$\text{Uptime} = (\text{Total Minutes} - \text{Downtime}) \div (\text{Total Minutes} - \text{Excluded Downtime}) \times 100$$

No service credits or other damages, compensations are due to Company, in case the Uptime is not reached by Inventive Designers.

Inventive Designers, in its sole discretion, may take the Service down for unscheduled maintenance and, in that event, will attempt to notify Company in advance. Such unscheduled maintenance will be counted against the Uptime guarantee.

3.2 Severity Levels and Support Plans

3.2.1 Standard Support is automatically provided with the standard support plan. At additional charge, Inventive Designers can also offer additional support services (as set forth below). The available support plans are described hereafter. If Company has selected a support plan, Inventive Designers will provide support services in accordance with the support plan selected, provided that all applicable fees have been paid in full by the Company.

3.2.2 Inventive Designers will prioritise all valid Support Requests based on its reasonable assessment of the severity level of the incident/problem reported and will inform Company of such prioritisation.

3.2.3 There are four (4) possible severity levels and three (3) escalation levels.

Severity level	Definition	Characteristics
S1	Critical Business Impact: The Production use of the supported Services is stopped or so severely impacted that Company cannot reasonably continue work. The Company experiences a complete loss of service. The operation is mission critical to the business and the situation is an emergency. Performance issues are not Severity 1 incidents.	<ol style="list-style-type: none"> 1. System hangs or Services completely unreachable 2. Critical functionality not available 3. Data loss or data corruption 4. Large number of Users blocked from work 5. Impact is escalating quickly
S2	Significant Business Impact:	<ol style="list-style-type: none"> 1. Significant performance degradation

	The Company experiences a severe loss of Services. Important features are unavailable with no acceptable Workaround; however, operations can continue in a restricted fashion.	<ol style="list-style-type: none"> 2. Important functionality not available 3. Small number of Users blocked from work 4. Impact is escalating
S3	<p>Normal Business Impact:</p> <p>The Company experiences a minor loss of Services. The impact is an inconvenience, which may require a Workaround to restore functionality.</p>	<ol style="list-style-type: none"> 1. Some system functions not available 2. Minor performance degradation 3. Small number of Users impacted 4. Impact is not escalating
S4	<p>No (Minimal) Business Impact:</p> <p>The Company requests information or documentation clarification regarding any of the Services but there is no impact on its business operation. The Company experiences no loss of Services. The result does not impede the operation of a system.</p>	<ol style="list-style-type: none"> 1. Incorrect product behaviour without impact 2. Product question

Escalation levels	Definition
Firstline	All Support Requests enter Inventive Designer's support system at this initial level. If the support employee cannot resolve the issue, it is escalated to Backline, or directly to a higher level, wherever appropriate.
Backline	The technicians at this level are more experienced with Inventive Designer's products and the entire scope of applications with which Inventive Designer's products connect. If they cannot resolve the issue, it will be escalated to Development.
Development	The engineers at this level are part of our Development team. This group performs product fixes but does not have direct contact with Inventive Designer's customers. The ownership stays with the Backline Support Technician.

3.2.4 Inventive Designers will use commercially reasonable efforts to resolve the Support Requests in accordance with the assigned severity level and the timeframes specified below.

Inventive Designers may not be able to provide answers to or resolve some Support Requests from the Company. No promises, warranties, guarantees, or assurances of any kind are made in relation thereto.

	Support Plans Table		
	Standard	Premium	Select
Online knowledge base	✔	✔	✔
Company Web Access	✔	✔	✔

Support Request			✔ Business Hours	✔ Business Hours unless S1 = 24/7
Phone support		-	✔ S1 and S2	✔ 24/7 S1 and S2
SLA				
Severity 1	ART	Commercially reasonable effort	4 hours	2 hours
	PRW	Business Hours	Business Hours	24 x 7
Severity 2	ART	Commercially reasonable effort	Commercially reasonable effort	Commercially reasonable effort
	PRW	Business Hours	Business Hours	Business hours
Severity 3	ART	Commercially reasonable effort	Commercially reasonable effort	Commercially reasonable effort
	PRW	Business Hours	Business Hours	Business Hours
Severity 4	ART	Commercially reasonable effort	Commercially reasonable effort	Commercially reasonable effort
	PRW	Business Hours	Business Hours	Business Hours

- ART = approximate response time in Business Hours after report of such problem by the Company is received by Inventive Designers or Inventive Designers' detection of such problem, whichever is earlier
- PRW = problem resolution window in Business Hours to resolve or provide the Company with an acceptable Workaround for the applicable Level problem.

- 3.2.5 We shall have no obligation to support with respect to or in the case of:
- altered or damaged Services;
 - problems caused by third party systems and providers or Services not provided by us;
 - problems with the Service caused by Subscriber's negligence, abuse or misapplication, or unauthorized use of Service other than as specified in our user manual or other causes beyond our control.
- 3.2.6 We shall have no liability for any changes in your hardware or software systems that may be necessary to use the Services due to a Workaround or maintenance.

3.3 Reports

Inventive Designers will try to give Company regular updates of the nature and status of its efforts to correct any Error and, upon a specific written request from Company, a limited report as to achievement of the Service Levels and the availability of the Services during a period of maximum [two] (2) months preceding such request.