

Service Level Agreement (SLA)

Version 4.0 | Appendix 4 to Master Subscription Agreement

Appendix 4 - Service Level Agreement

Version 4.0

1. Introduction

The Service Level Agreement (SLA) constitutes an integral part of the contractual framework governing the provision of Subscription Services by Simplayer to the Customer, as defined in an Order Form signed by the Customer and Simplayer.

Capitalized terms used herein shall have the meaning as set out in Simplayer's standard T&Cs, available on Simplayer's website and incorporated into the Order Form by reference.

In cases where specific SLAs are applicable to the Customer, such SLAs will be expressly detailed in the Order Form, thereby superseding or supplementing this standard SLA as appropriate. For Simplayer Expert, only the Service Levels set out in section 6 below shall apply.

2. System requirements

Simplayer's Subscription Services support the following browsers:

- Microsoft Edge (chromium based). Current version or up to 1 one main version older.
- Mozilla Firefox. Current version or up to 1 one main version older.
- Apple Safari. Current version or up to 1 one main version older.
- Google Chrome. Current version or up to 1 one main version older.

Other system requirements:

- Standard web access (https on port 443) to required domains.
- The browser must support Javascript and cookies.
- Integrations are established through APIs over SSL (port 443) or through secure ftp (sftp on port 22).

There are no specific requirements to PC or operating system.

Mobile applications support those mobile operating systems stated in the application description of the application stores of Apple and Google.

3. Guaranteed uptime

Simplayer strives to ensure that all systems are operational 24 hours a day, 365 days a year.

Simplayer commits to ensuring that the Subscription Services are operational (uptime) **99.5%** measured over the measurement period.

For agreed upon and established integrations, Simplayer commits to ensuring identical uptime on the part of the integration that is Simplayer's responsibility according to the Agreement.

A **measurement period** is a full calendar month commencing at 00:00 hours on the first day of each month and concluding at 23:59 hours on the last day of the same month.

Periods of planned outages, extraordinary outages and customer caused outages as described in section 4, is considered uptime, and consequently not as downtime and interruption of delivery.

3.1 Support response time

Simplayer commits to the following **initial response times**, measured during business hours. An initial response is defined as a manual acknowledgment from a Simplayer support representative confirming receipt of the request and providing an estimated timeframe or next steps for resolution.

- **P1** – Critical technical issue (e.g., system outage, loss of core functionality) – Within **4 hours**
- **P2** – Standard technical issue (e.g., non-critical bug, degraded performance) – Within **16 hours**
- **P3** – Administrative request (e.g., user setup, permission updates, general queries) – Within **24 hours**

Opening hours are Monday to Friday from 08:00 to 16:00 CET. During the summer period from June 20th to August 20th, opening hours are adjusted to 08:00 to 15:30 CET. Officially recognized public holidays within the jurisdiction where the Subscription Services are provided are excluded from these hours.

Support requests that require counselling, training, consulting services, or other forms of extended assistance are not included in regular support and may be purchased as Professional Services in accordance with the Agreement.

3.1.1 Support Access Control and authorized contacts

Only individuals explicitly authorized by the Customer ("Authorized Support Contacts") shall be entitled to contact Simplayer Support and receive assistance. The list of Authorized Support Contacts shall be provided to Simplayer upon signing of the Agreement and may be updated by the Customer from time to time upon written notice to Simplayer.

Simplayer reserves the right to deny support requests from individuals not included in the list of Authorized Support Contacts.

Simplayer may, at its sole discretion, allow other Users access to limited support channels (e.g., Help Center or chatbot functionality), provided that such use is subject to Simplayer's acceptable use policies and does not include direct support from Simplayer personnel.

The Customer is responsible for ensuring that Authorized Support Contacts are adequately trained and have the necessary internal authorization to act on behalf of the Customer in support-related matters.

4. Outages

4.1 Notification

Simplayer shall notify the Customer of all scheduled outages as early as possible and preferably at least one (1) month before the outage. Simplayer operates a separate notification service where the Customer can choose which operational alerts are to be received in which channel. The Customer is responsible for opting in/out of the relevant notification lists.

In the case of the Customer's need to change agreed upon and established integrations between the system and the Customer's 3rd Party system, the Customer shall notify the Supplier as early as possible and preferably within 1 month before the date of the required change. For such requests that require work on the part of Simplayer, Simplayer will invoice the Customer for elapsed time after the current hourly rate and the work will be performed as Professional Services.

4.2 Downtime

Downtime refers to any period during which the Subscription Services are unavailable or inoperable, resulting in an inability to perform material parts of their intended functions.

Downtime is measured from the moment Simplayer is made aware of, or even reveals, an unforeseen outage and until the fault is rectified.

Any downtime on Customer's and other 3rd Party systems outside of Simplayer's control that may arise due to errors in agreed upon and established integrations are not considered downtime in this context.

4.3 Downtime reporting

At the Customer's request, Simplayer shall provide a standardized report of the last completed measurement period showing downtime and uptime.

4.4 Examples of outages

Scheduled outages

These are periods during which the system may be down for scheduled maintenance. An overview of scheduled outages is published in the notification service at least 1 month before the interruption. Scheduled outages are not considered downtime.

Extraordinary outages

These are periods during which the systems may be down for maintenance and where maintenance needs have occurred suddenly and unforeseen based on factors over which the Supplier or the Supplier's subcontractors have no control. Examples include:

- Installation of critical fixes to operating system, antivirus, firewall, and the like.
- Internet connection breaches of a national/regional nature.

Extraordinary outages shall be published through the notification service as early as possible before the interruption. Extraordinary outages are not considered downtime.

Customer caused outages

These are outages that are caused by the Customer. Examples include:

- Power failure, internet breaches and the like at the Customer or the Customer's subcontractor.
- Settings in Customer's web browser, firewall/proxy that may lead to downtime.
- Use of unsupported browsers.
- Customer-generated errors in the database (for example, where the Customer deletes critical data in the application).
- Errors occurred in, or errors that can be derived from, agreed and established integrations between the system and the Customer's 3rd Party systems, where the errors origin from the Customer's 3rd Party system or data foundation.

For Customer caused outages that requires work on the part of Simplayer, the Supplier can invoice the Customer for elapsed time at the current hourly rate and the work shall be performed as Professional Services. Customer caused outages are not considered downtime.

Unforeseen outages

These are unforeseen outages that can occur suddenly. Examples include:

- Power outages, line outages, server breakdowns and the like at Simplayer or Simplayer's subcontractors.

- Errors in the system of such a nature that the Customer cannot perform the essential functions stated in the Documentation.

Unforeseen outages should be published through the notification service if possible. Unforeseen outages are normally considered downtime.

5. Service levels applicable for Simpløyer Expert

This section is only applicable for the Simpløyer products Expert HR, Expert Lon. For the avoidance of doubt, this section does not apply for Expert Nordic Labour Law.

Support cases can at any time be submitted in writing through the support portal. Support cases can also be made to the support phone. The support phone number and current phone hours are displayed when logged into the service. The Customer may not call or email individual Simpløyer experts directly or demand to speak with a specific expert.

Simpløyer shall use reasonable efforts to respond to support cases within two business days (excluding public holidays). However, response times may vary over time depending on peak periods and the number of incoming cases. The response time is therefore for indicative purposes only and Simpløyer make no promises that cases will always be responded to within two business days.

If the Customers' use of the support services significantly affects the availability for other customers, Simpløyer may downgrade the priority of the Customers' cases or introduce reasonable restrictions on the Customers access to the support service. Such restrictions shall be proportionate and shall be communicated to the Customer.

Simpløyer may at its own discretion decide whether support inquiries are best answered in writing or by phone and will respond accordingly.

Support inquiries and responses shall be made in the local official language of the country in where the service is provided.

6. Changes in the Service Level Agreement

The Supplier may amend or change the Service Level Agreement with effect from 30 days from the notice of change. Notice will be provided via e-mail. The most recent and effective version of the Service Level Agreement will at all times be available on the Suppliers website, accessible via the Simpløyer Trust Center.