

Appendix 2 - Service Level Agreement (SLA) PosPay (24/04/2017)

1. Purpose

The Service Level Agreement (SLA) regulates the Customer's access to the Service.

2. Definitions

In this SLA, the terms below shall have the following meanings:

"Outage" Refers to the number of hours and minutes per month when PayEx does not have a connection with the Customer due to faults that are attributable to PosPay Server, as defined in the Service Agreement.

"Unplanned Outage" Outage that is not planned

"Planned Outage" Outage that the Customer has been advised of in advance in accordance with this Agreement and for which no compensation is paid.

"The Service" PayEx service as it is described, where relevant, in the Agreement and its associated appendices.

"The Service's Uptime" 24 hours a day, 7 days a week, 365 days a year, minus Planned Outages.

"Actual Availability" The Service's availability per month minus any Unplanned Outage for the relevant month.

Terms that are used in the SLA shall have the meaning set out in the Framework agreement, unless otherwise specified in the SLA.

3. Monitoring and statistics

PayEx system is monitored via internal system checks. When communication between the Customer and PayEx system is interrupted due to disruption, this is recorded and PayEx logs statistics of the previous month's Outages.

4. Fault categories and PayEx response times

4.1. Emergency

The Service is not available to the Customer due to a fault attributable to PayEx system or other serious disruptions, such as the connection with a third-party supplier not working for a reason attributable to any factor on PayEx part, or that the backup system is out of service. PayEx commences troubleshooting as soon as PayEx technicians are aware of any fault or are informed by the Customer via PayEx hotline.

4.2. Disruption

PayEx service is available to the Customer, but the Customer is aware of slow response times or other disruptions attributable to a factor on PayEx part. PayEx will commence troubleshooting immediately or no later than the next working day after the Customer has informed PayEx of the disruption.

4.3. Problem

Any fault that would be an emergency as per section 4.1 or a disruption as per section 4.2, PayEx will commence work in relation to corrective measures without undue delay either as a provisional solution or via the ordinary system change process undertaken during normal office hours.

4.4. Information fault

Faults that do not affect the availability of the Service, e.g. cosmetic errors, etc. These will be dealt with in consultation with the Customer and deployed in future releases.

5. Planned Outages

PayEx will advise the Customer at least 7 working days before any Planned Outage. The contact person designated by the Customer will be informed by e-mail. The notification will contain information about the extent of the Planned Outage and between what times the Outage will occur.

PayEx plans Planned Outages when the load on the PayEx system is lowest.

6. Information channels and meeting forms

In the event of an Unplanned Outage, PayEx will inform the Customer, either by e-mail or telephone, as soon as possible after PayEx has become aware of the Unplanned Outage. If the Customer, following a reasonable internal check, discovers an Unplanned Outage, the Customer must contact PayEx support or call the hotline.

7. Limitation of liability

Outages attributable to any factor on the part of the Customer or a third party. e.g. an internet service provider (ISP) or banks, processors or other system suppliers who are not PayEx subcontractors, are not subject to compensation as per this SLA.

8. Support

The Customer has an agreement for 2nd line support with PayEx by virtue of this agreement. 2nd line support from PayEx is available to the Customer's own operating support department by e-mail or telephone on normal weekdays, Monday-Friday from 08.00 to 19.00 and normal Saturdays from 10.00 to 16.00.

1st line support (from the Customer or a 3rd party) includes the following functions:

Receipt and registration of support issues

Troubleshooting for fault limited to fault in payment terminal or API software from PayEx.

Transfer of support issue to PayEx 2nd line support must include the following information and be sent to the following e-mail address: support.pos@payex.com

Support issues to be transferred to PayEx 2nd line support must include:

1. Merchant number
2. Checkout number
3. IP address for checkout
4. Any issue number for checkout supplier
5. Date and time when fault occurred
6. Attached pppclient.log (where applicable)
7. Attached pppcomserver.log (where applicable)
8. Type of fault and fault description
9. Name of the person reporting the fault
10. E-mail address of the person reporting the fault

9. Installation and training

The Customer must offer installation and training for the Service. Installation instructions and a user manual must accompany PayEx deliveries.

PayEx must offer the Customer's personnel adequate training in one session at PayEx premises in Stockholm or Oslo and thereby provide competent further training for the Customer.

10. Warranty and repairs Hardware

During the warranty period as per section 7 of the Service Agreement, PayEx is responsible for repairing such parts or components that prove to have a manufacturing fault (see also sections 14 and 15 of the Service Agreement). The

Customer must ensure that the defective Product is sent to PayEx repair workshop. Freight and freight costs are not included in the warranty commitment and the costs for transporting a faulty unit between the Customer and PayEx are the Customer's responsibility.

Faulty units shall be sent to PayEx at the following address:
(for Customers outside of Norway)

PayEx Sverige AB

Att: POS Lager Mellangatan 16B

621 88 Visby (Sweden)

(for Customers within Norway)

PayEx Norge AS

Att: POS Logistikk Kongens gate 6

0153 Oslo (Norge)

The warranty cannot be transferred to a new owner in connection with transfer of ownership of the Product.

11. Swap pool and servicing of Hardware

Unless agreed otherwise, the standard servicing of Hardware will include a Repair Service defined as follows:

Repair Service: Hardware which are swapped out due to an unidentified fault are sent to PayEx for further analysis and repair. Hardware which are sent for repair shall be returned within 50 days of arrival at PayEx address for faulty Hardware. Repair service will be priced in the Framework Agreement Price list, and with Customer Damage as a separate price.

Customers agreeing to use the PayEx Swap service will enjoy a service defined as follows:

24 h Swap Service: PayEx will send replacement Hardware to the Customer, normally within 24 hours of receipt of a swap order during office hours (Monday-Friday). The swap service includes replacement Hardware of equivalent age and quality as the Customer's own Hardware. If the faulty Hardware is not returned to PayEx within 5 days of receipt of the swap Hardware, daily rental costs will be calculated at a price equivalent to the Repair Service. Insurance of shipment from the Customer to PayEx is the Customer's responsibility, and PayEx is likewise responsible for ensuring shipments to the Customer. The PayEx Swap Service Centre is located in Norway for non-EU countries, and in Sweden for all other countries.

Any Hardware that needs to be repaired due to Customer Damage as defined by analysis at supplier's repair center, will be invoiced to Customer for such Repair Service, since in this case the Hardware will not be covered by warranty regardless of its age. Customer Damage will for instance be related to Hardware exposed to water, foreign item inserted into the Hardware, alert eruption, and other limitations of liability defined in Service Agreement section 15.

12. Upgrading or updating PosPay Client and Payment Application

Upgrades to the PosPay Client and Payment Application must be implemented by the Customer based on planning and communicated deadlines from PayEx. PayEx will communicate such an update at least once per year. The aim is to ensure that the Customer at all times has optimal functionality, that the relevant laws and requirements are fulfilled at all times, and that any changes in the market are taken into account. Upgrades may also contain bug fixes. PosPay Client and Payment Application is upgraded by means of PayEx sending new software versions to the Customer who, in turn, is responsible for testing, approving and implementing the upgraded PosPay Client, Payment Application and Product Version in the checkout system at the sales section. Any upgrade costs in connection with this are to be borne by the Customer.