

# MAESTRO SOFTWARE AGREEMENT

## SERVICE LEVEL AGREEMENT (SLA)

Rev. 10.05.2023

The SLA specifies the service level for downloadable Software and Software as a service from Maestro Soft.

The SLA applies during the Agreement period for the latest version of the Software to all Customers who have signed the Customer Agreement, accepted the relevant terms for the Software purchased, and paid the agreed remuneration, unless otherwise agreed in the Customer Agreement.

Downloadable Software means Software that the Customer can download from Maestro Soft's Website and is used without Maestro Soft overseeing the installation and operation of the Software.

Software as a service means Software that is delivered as an ongoing service over the Internet. This applies to Maestro Soft's Software as a service, as well as lookup and transfer service and other online service such as downloadable Software and Software as a service used.

Otherwise see definitions in the Terms and Conditions part A and provisions on priority and conflict in point D 12.

### MEASUREMENT AND REPORTING

Maestro Soft shall ensure monitoring and measurement of response time in the agreed period for error correction for Software, and availability of Software as a service.

For Critical Errors, the Customer shall, on request, receive reports showing the time for error correction and the launch of a new version where the error has been corrected. On request, the Customer will also receive reports showing uptime for Software as a service.

### ERROR CORRECTION

#### Notification of errors

##### Contact information:

E-mail: support@maestro.no

Tlf: + 47 02575

Critical errors must always be reported both by e-mail and by phone from 08:00 – 16:00 during weekdays, or in an agreed period for a higher serve level, with a notification that there is a Critical error.

All other errors must be reported by e-mail with a description of the error situation so that it can be reproduced by Maestro Soft, and with an indication of how critical the error is for the Customer. The report should be made by the Customer's named registered contact persons for notification of deviations/error situations.

All error messages are registered and categorized by Maestro Soft. If the Customer has reported something as incorrect, and Maestro Soft believes that it is payable consultancy assistance, Maestro Soft shall clarify this as early as possible and inform the Customer. Maestro Soft must also inform the Customer if Maestro Soft disagrees with the Customer's categorization or there is a need for further information or documentation about the fault, including remote control.

### **Categorization, response time and error correction work**

Errors in the Software are categorized according to severity, with corresponding response time and further handling.

<b>Level</b>	<b>Description</b>	<b>Response time weekdays 08-16</b>
<b>Critical errors</b>	Errors that cause the Software to stop, that data is lost or critical functions which are central to a large number of Users stop working and there is no work-around.	Within 2 hours
<b>Serious errors</b>	Errors which mean that Users cannot perform important tasks in the Program, and it is resource intensive to work around the error.	Within 4 hours
<b>Less serious errors</b>	Errors which mean that certain functions in the Program do not work or give incorrect results. Other errors in the Program affecting one or more users.	Within 24 hours

Response time means that Maestro Soft, within the specified time, has registered and categorized reported errors, and notified the Customer of this. The response time starts to run from the received e-mail with information as described under point 2.1, paragraph four.

In the case of Critical errors, error correction starts immediately after the error has been categorized, and Maestro Soft will work continuously to correct the error on weekdays in the period between 08.00 - to 20:00. and Saturdays between 08.00-16.00, or until the error is downgraded. In the case of critical errors, Maestro Soft will continuously report status and estimated error correction time to the Customer.

All other errors are corrected on weekdays within the period 08:00 – 16:00, where the significance of the error for the Customers and plans for new versions are considered.

The requirements regarding response time and error correction do not apply if the error has not been reported as specified, the error cannot be reproduced, or the Customer's relevant contact person is not available to provide further information and assistance. For more information regarding error correction not covered by the response time requirements, see section 2.4.

### **New version/update after error correction**

Error correction is made available in new versions of the Program.

Maestro Soft will consider the release of a new version depending on the severity of the error and the assumed importance for Customers. All updates that are expected to cause downtime will normally be carried out outside weekdays at 8-20. New versions that contain the correction of critical errors will normally be made available within one day after the error has been corrected. The Customer will be notified of new versions by e-mail to the contact persons that the Customer has specified.

For Software as a service, making a new version available means that the Users use the new version without further ado. For downloadable Software, the Customer must download and install a new version himself. In both cases, it is important that the Customer carries out the necessary testing to ensure compatibility between the Software and other software/equipment that the Customer uses, cf. Terms and Conditions section B.3.3.

**Errors in other than the Software**

Maestro Soft's responsibility for errors caused by the Customer's systems and APIs is not covered by the requirements for error correction beyond identifying and reporting the error. If the Customer wants Maestro Soft to assist beyond this, including reporting and following up with one of the Customer's other suppliers, this will be payable as consultancy assistance. Maestro Soft is not entitled to invoice the Customer if such information is not provided.

Error correction of errors in lookup and transfer/sharing services, PaaS services and other online services that the Software as a Service uses or integrations between the Program and these services or the Customer's accounting systems, share systems, property systems etc. are limited to identifying and reporting the error and following up towards these as well as correcting errors in the Program's API. Such error correction also requires that the suppliers of these systems/online services and possibly operating partners etc. cooperate and give Maestro Soft the necessary feedback and support.

**AVAILABILITY**

The following accessibility requirements apply to Software as a Service:

Time period	Uptime
Availability weekdays from 08:00 – 16:00	99,50%

Availability is measured according to the following formula with two decimals per month:

$$\frac{(Maximum\ uptime - Downtime)}{(Maximum\ uptime)} * 100 \%$$

Availability is measured with deductions for planned and notified updates due to new versions.

The requirements for accessibility do not apply to the following types of services/subcontractors/collaborators:

- Lookup and transfer/sharing services and other online services that Software as a Service uses (for example Altinn, Brønnøysundregistrene or the Norwegian Tax Administration).
- Integrations with the Customer's systems and APIs (for example accounting systems, property systems etc.).
- Identification services (for example BankID and message services via SMS).
- PaaS services (such as Web services, operating systems, networking, storage and operations from Amazon.com).

If the downtime is due to downtime or a fault with one of these services/parties, Maestro Soft's responsibility is limited to identifying and reporting the fault and following up on them. For more information regarding errors in other than Software, see section 2.4.

## **COMPENSATION FOR BREACH OF THE AGREED SERVICE LEVEL**

In the event of a breach of the agreed response time and error correction (applies both to Downloadable Software and Software as a service) or availability requirements (applies only to Software as a service), the Customer may make a written, justified claim for proportionate compensation representing the reduced value of the Software.

The compensation is set based on the significance of the error for the Customer. The total compensation amount cannot exceed 50% of the remuneration paid for the relevant Software in the relevant month.

Any granted compensation will be deducted at the next invoicing period.

## **CHANGES**

The Software and the Documentation will be further developed over time with the launch of new versions. Programvaren og dokumentasjon vil videreutvikles over tid med lansering av nye versjoner.

This may involve changing functionality and user interface, changing online services, technology, subcontractors/collaborators and other changes, and there may also be new ones. Maestro Soft will also be to change integration partners and partners. Some of these changes may affect integrations with the Customer's accounting systems, share systems, property systems, etc. Changes that are believed to affect the Customer will be notified.

We reserve the right to change this SLA with the same notice period as specified in the Terms and Condition section D.6.1 and D.6.2.