

Service Level Agreement for TwentyThreeTM

This Service Level Agreement (“Agreement” or “SLA”) is entered into between:

TwentyThree ApS
Sortedam Dossering 7E
2200 Copenhagen N
Denmark
(hereinafter “TwentyThree”)

and

The undersigned client
(hereinafter “the Client”)

This agreement extends the service-level and service availability guarantees in section 8.1 of the Master Agreement between the Parties for use of the TwentyThree product platform (“the Service”) and is valid only when duly signed by the parties of the contract.

1. Service Commitment

TwentyThree guarantees an availability time percentage of 99.5% for the Service within the span of any single calendar quarter.

Availability is calculated by subtracting from 100% the percentage of 1-minute periods during the period in which the Service has been generally unavailable to either customers, editors or administrators.

Such unavailability includes any incidental downtime, but does not cover periods in which the Service is temporarily available with limited read-only access or undergoing planned maintenance announced more than 7 days in advance.

This guarantee does not apply to any unavailability caused by factors outside of TwentyThree’s reasonable

control, including any distributed denial of service attack, any force majeure event, Internet access or related problems beyond the demarcation point of the Service.

2. Notification and Response

In the event of general unavailability, TwentyThree can be contacted at support@twentythree.net or on phone number +45 70 60 50 23. Guaranteed response time from contact to work in progress is one hour within working hours and two hours outside. Response time above these intervals is counted in the unavailability measure.

Communication and response to unavailability may happen either through phone, email or through the Service’s status page at <https://status.twentythree.com>.

3. Compensation

Should availability fall below the guaranteed level within a calendar quarter, compensation is paid out by TwentyThree to the Client as a percentage of the quarterly subscription cost calculated from the terms of the Master Agreement.

The compensation is measured as:

- Between 98.1% and 99.5% availability: 10% compensation
- Between 95.1% and 98.0% availability: 20% compensation
- Under 95.0% availability: 50% compensation

