

Indhold

1. GapSolutions Service Level Agreement.....	2
1.1 Service Level Agreement.....	2
2. General service commitment.....	2
2.1 Uptime	2
3. Service Credits.....	2
3.1 Calculation of service credits	2
4. Credit Claims and Payment Procedures.....	3
4.1 Submitting a Credit Claim	3
4.2 How to Submit a Credit Claim	3
4.3 Handling of the Credit Claim.....	3
4.4 Compensation	3
5. GapSolutions SLA Exclusions.....	3
5.1 Terms of Exclusion	3
6. Service Credit Calculation	4
6.1 Calculation Method.....	4
7. Methodology	4
7.1 Monitoring	4
8. Definitions	4

1. GapSolutions Service Level Agreement

1.1 Service Level Agreement

This Service Level Agreement (SLA) describes the service level that a customer can expect from GapSolutions in relation to the services listed below:

- The GDPR-Portal
- E-learning
- The whistleblower application

2. General service commitment

2.1 Uptime

GapSolutions will use commercially reasonable efforts to make the Included Services available with a Monthly Uptime Percentage of at least 99.99% for each billable month (Service Commitment). In the event any of the Included Services do not meet the Service Commitment, you will be eligible to receive a Service Credit as described in section 3 of this SLA.

3. Service Credits

3.1 Calculation of service credits

Service Credits are calculated as a percentage of the total charges paid by the customer for the individual Included Service for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.99% but equal to or greater than 99.0%	10%
Less than 99.0% but equal to or greater than 95.0%	30%
Less than 95.0%	100%

Uptime is calculated by measuring if the server is responding with a status code 200 request (meaning that the server is responding as intended) every five minutes. If the server responds with any other code, then the five-minute interval is recorded as downtime. The total uptime is calculated as the percent of uptime out of the total available time in each month.

GapSolutions will apply any Service Credits only against future payments for the applicable Included Service otherwise due from the Customer. Service Credits will not entitle the Customer to any refund or other payment from GapSolutions.

4. Credit Claims and Payment Procedures

4.1 Submitting a Credit Claim

In the unfortunate event the Included Services does not meet the Service Commitment, the customer must contact and inform GapSolutions within 30 days of the incident, to be eligible for compensation.

4.2 How to Submit a Credit Claim

To submit a credit claim, the customer must contact GapSolutions either via mail or telephone. Inform GapSolutions of the VAT number or other identification number and a description of the Incident.

Mail: kontakt@GapSolutions.dk

Telephone: (+45) 8844 0808

The claim must contain reasonable details regarding the Incident, for GapSolutions to handle it. Such as a detailed description of the Incident, the duration of the Incident, the URL(s) affected, and any attempts made by Customer to resolve the Incident.

4.3 Handling of the Credit Claim

The Credit Claim will be handled by GapSolutions as fast as possible. The Customer will be notified within 72 hours whether they are eligible for the credit claim or not.

4.4 Compensation

If the Customers Credit Claim is valid and accepted by GapSolutions, it will be compensated for in the Customers next invoice. In the case where no future invoice is sent to the Customer, then GapSolutions will refund the amount to the Customer within one week.

5. GapSolutions SLA Exclusions

5.1 Terms of Exclusion

The Service Commitment and Hourly Commitment do not apply to any unavailability, suspension or termination of an Included Service, or any other Included Service performance issues:

- (i) Caused by factors outside of GapSolutions's reasonable control, including any force majeure event, internet access or related problems beyond the boundaries of the applicable Included Services.
- (ii) That result from any actions or inactions of the Customer or any third party.
- (iii) That result from the Customer's equipment, software or other technology and/or third-party equipment, software or other technology (other than third party equipment within GapSolutions's direct control).
- (iv) Arising from our suspension or termination of the Customer's right to use the applicable Included Service in accordance with the Agreement.

6. Service Credit Calculation

6.1 Calculation Method

For any and each Outage Period during a monthly billing period the Company will provide as a Service Credit an amount calculated as follows: $\text{Service Credit} = (\text{Outage Period minutes} * \text{Affected Customer Ratio}) \div \text{Scheduled Availability minutes}$.

7. Methodology

7.1 Monitoring

GapSolutions is not responsible for comprehensive monitoring of Customer Content, services or hardware; this responsibility lies with Customer. GapSolutions will review data on a Customer's reported Outage Periods in case of an Incident, and GapSolutions will monitor the uptime of the Included Services.

8. Definitions

Included Services – The Included Services are the GDPR-Portal, the whistleblower application and E-learning.

Monthly Uptime Percentage – is calculated by subtracting from 100% the percentage of minutes during the month in which any of the Included Services, as applicable, was in the state of Unavailability. Monthly Uptime Percentage measurements exclude Unavailability resulting directly or indirectly from any GapSolutions SLA Exclusion.

Service Commitment – GapSolutions promise to its Customers that their services will be available at least 99.99% of the minutes in the given month.

Service Credit - A Service Credit also mentioned as a Credit Claim in this document, is a monetary credit, calculated as set forth above, that we may credit back to an eligible customer.

Unavailability - "Unavailable" and "Unavailability" means that the service (GDPR-Portal and or E-learning) has no external access.

Outage Periods – Periods of time where the GDPR-portal or E-Learning services are not accessible for the customer.

Customer Content – Files and data uploaded and or put in to the GDPR-Portal by the Customer.