



# Experience Level Agreement (XLA)

THIS XLA IS AN ATTACHMENT TO THE SOFTWARE AS A SERVICE AGREEMENT BETWEEN SWIPEGUIDE AND CUSTOMER ("SAAS AGREEMENT"). CAPITALIZED / DEFINED TERMS IN THIS XLA WILL HAVE THE MEANING SET FORTH IN THE SAAS AGREEMENT.

## 1. EXPERIENCE LEVEL COMMITMENT

- 1.1. During the Term of the Agreement, as defined in the SaaS Agreement, and with respect to the Licensed Software SwipeGuide shall ensure that the Licensed Software will be provided in accordance with the Service Levels as set out in this Schedule.
- 1.2. SwipeGuide shall not be liable for any failure to meet the Service Levels where such failure results from, without limitation:
  - 1.2.1. Any breach by Licensee of the terms and condition of this Agreement;
  - 1.2.2. Any failure of Licensee or its end user to maintain an adequate connection to the internet or other such form of connectivity which Licensee's products require in order to access the Licensed Software;
  - 1.2.3. Any failure or malfunction of Customer's products which is not attributable to the Licensed Software;
  - 1.2.4. Any failure or malfunction caused by components, factors, systems or products not directly sourced and provided by SwipeGuide; or
  - 1.2.5. Any failure or malfunction outside SwipeGuide's reasonable control.

## 2. AVAILABILITY

- 2.1. The availability of the software is the percentage of total possible time per month the Service is available to Customer for use. To calculate this, SwipeGuide subtracts the number of downtime minutes from the total possible minutes in a month.
- 2.2. SwipeGuide guarantees a 99.9% availability of its Service. Downtime is the time the service is not available to Customer for use in a given month due to incidents. Situations that don't fall under downtime are e.g.:
  - Service degradation of some parts of the SwipeGuide platform, like reduced speed of (up)loading content or sharing of guides.
  - Issues related to third party apps or caused by third parties.
  - Network problems external to our systems that are beyond our control.
  - Scheduled downtime for platform maintenance (we will inform you as soon as necessary).
  - There is a force majeure causing our services to be interrupted (e.g. forces of nature or power outages).
  - Issues caused by the customer due to non-compliance with the fair use policy, as described in the SaaS Agreement.
  - Deployment issues related to SwipeGuide Native Apps published outside of the standard Apple App Store and Google Play.
- 2.3. SwipeGuide has availability monitoring in place to keep the pulse of the platform. Customer can check the availability via the portal: [status.swipeguide.com](https://status.swipeguide.com)

## 3. RELEASE MANAGEMENT

- 3.1. SwipeGuide releases improvements and new functionalities to its Software on a daily basis without scheduled downtime. Our standard release window for incidental platform maintenance with scheduled downtime is between 00:00 – 03:00 CEST. On some occasions, we might need to release outside this window with scheduled downtime. In these cases, we will inform you in advance as far as



possible. Releases of the SwipeGuide Native Apps will be done through the Apple App Store & Google Play. For releases of the native SwipeGuide apps through other stores separate agreements will be made.

#### **4. SOFTWARE IMPROVEMENTS**

- 4.1. SwipeGuide will automatically make available to Customer new versions, releases, and updates to the Service to add new features, enhance existing features, solve defects and/or errors, keep the platform up-to-date with market developments, or otherwise improve (the operation or functionality of) the Service. SwipeGuide will only support the most recent version of the Service. SwipeGuide shall make reasonable efforts to ensure that when performing such actions, the impact on Customer and its user(s) is limited.
- 4.2. New versions, releases, or updates will contain at least the level of functionality as set out in this Agreement and as contained in the previous version or release of the Service, and will not otherwise negatively impact the use of the Service.
- 4.3. For the SwipeGuide Native Apps the most recent version is available through the Apple App Store & Google Play. For releases of the SwipeGuide Native Apps through other stores separate agreements will be made.

#### **5. INCIDENT MANAGEMENT**

- 5.1. Every day SwipeGuide will do its best to avoid incidents to happen on the platform. When an incident might happen, we have a solid procedure in place. SwipeGuide handles incidents according to the following process.
- 5.2. Users with a SwipeGuide User Account can report an incident through the chat in the platform or via [support@swipeguide.com](mailto:support@swipeguide.com). SwipeGuide needs to know at least the time of the incident, the name of the user, the steps taken getting to the incident and the possible error message. It helps to add a screenshot to illustrate the incident when relevant and communicate the system and browser used.
- 5.3. SwipeGuide Support confirms receipt and reproduces the incident.
- 5.4. SwipeGuide Support classifies the issue:
  - Priority 1 = SwipeGuide is not available to end-users (picked up within 1 hour).
  - Priority 2 = Service degradation meaning part of the functionality is not or in a limited way available.
  - Priority 3 = an issue that only affects one or few users.
- 5.5. SwipeGuide Support confirms receipt and reproduces the incident.
- 5.6. Incident will be recovered by the SwipeGuide team. SwipeGuide support will inform the reporting user on the status of the incident recovery through chat and/or e-mail.
- 5.7. Reporting user tests the solution. The user tests if the incident is solved and reports back an OK to SwipeGuide support.
- 5.8. SwipeGuide Support closes the incident. Incidents will be closed, root-cause analysis will be done and the incident is logged for reporting to Customer.

#### **6. SECURITY**



- 6.1. Security is important to SwipeGuide. Although SwipeGuide doesn't process personalized end-user data SwipeGuide aims to deliver a secure platform to its users. SwipeGuide does this through manual and automated testing before releasing new software. SwipeGuide has an authentication process in place for editor and admin users of the platform. Also, we provide the software through a secure SSL connection. SwipeGuide has a processor agreement that covers all legal aspects of handling user data. Besides this SwipeGuide performs periodical security check-ups that assesses all aspects of the platform (both technical and logical).

## **7. CUSTOMER SERVICE**

- 7.1. The main customer care channel is the chat function on the SwipeGuide website and in the application. In case Customer experiences an issue, a message can be left in the chat function and we will pick it up immediately. No additional costs will be charged. Alternatively, a message can be sent to [support@swipeguide.com](mailto:support@swipeguide.com)