

itm8 Sverige AB

Service Targets and Quality Objectives

Service Delivery Framework - Enterprise

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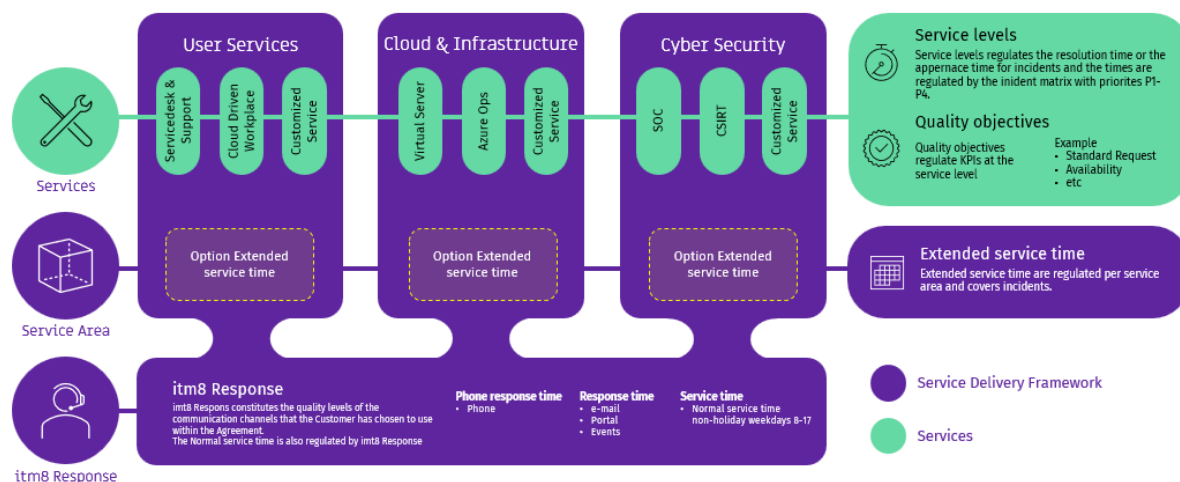
1 Purpose

This agreement appendix describes the Service levels for the included Services and regulates the terms and conditions for service levels and deviations that may be part of itm8 and the Customer's agreement.

This appendix shall be viewed only as part of the complete Regulation relating to Service Levels, Service-Specific Terms and Conditions are governed by its Service Description, and General Terms and Conditions are governed by the General Provisions.

2 Service Delivery Framework

itm8's delivery model is defined in three levels. **itm8 Response**, **Service Area** and **Services** as shown below.



2.1 itm8 Response

itm8 Response constitutes the basic quality level to the Customer regardless of the deliverable(s) that the Customer calls off from itm8.

itm8 Response regulates the quality levels in the communication channels that the Customer has chosen to use within the Agreement, as well as itm8 Response regulates the normal service time.

2.1.1 Phone response time

Phone response time means that the Customer must get in touch with and talk to a person at the Service Desk, who communicates in Swedish (or by agreement, English). The contact shall be established within the times defined below and in the specified percentage of cases.

The measurement period is per calendar month.

Communication channel	Answer time	Basis of calculations
Telephone	30 seconds	70%

2.1.2 Response time

Response time is the maximum time it may take from the time when a request reaches itm8 until the Customer becomes aware that their request has been received and registered as a case. The response shall be carried out within the times defined below and in the specified percentage point of the cases.

The measurement period is per calendar month.

Communication channel	Response time	Basis of calculations
E-mail	15 minutes	90%
APL Portal	15 minutes	90%

2.2 Service areas

A service area is a logical division of itm8's Service Catalogue. **User Services, Cloud & Infrastructure** and **Cyber Security** are three examples of service areas. The purpose of the division is to group similar services with each other and thus define service time by area.

2.3.1 Service time

The customer can call off **Normal service time** or **Extended service time** within the respective service area.

Normal service time applies within itm8 Response and forms the basis for other deliverables that are agreed as part of itm8's commitment.

Extended service hours are regulated for each service area.

Service time	Scope
Normal service time	Non-holiday weekdays 08.00-17.00
Extended service time	Every day 00.00-24.00

2.3 Services

itm8's Services are an activity or function that adds value to the Customer. The services referred to and affected within the framework of this agreement appendix are only predefined Services so-called Standard Services.

Services are subject to service levels of **appearance time** or **resolution time** on Incidents.

The services may also be covered by one or more quality objectives, such as availability or provisioning time on a Standard Request. Such quality objectives are regulated for each service.

3 Classification of cases

itm8 works fundamentally with the so-called Best Practice described in the ITIL framework. Furthermore, itm8 applies the important know-how that we, over time, possess as further building blocks on the said framework. The purpose of the processes is to enable a controlled process flow for a qualitative and efficient handling of cases.

Below is an overview of the types of cases regulated in this Contract appendix.

Case Type	Process	Comment	Measurement
Incident	Incident Management	Error correction	Resolution time or appearance time
Standard Request	Request Management	Predefined orders	Provisioning time
Assistance	Request Management	General request for assistance. Not predefined.	Appearance time

3.1 Incident Management

An Incident is defined as an unplanned service interruption or deterioration of one of itm8's service deliveries. The degree and impact of the disturbance is not significant for whether it is an incident or not, but this is considered in the prioritization of the incident.

3.1.1 Incident resolution

As long as a disruption persists or the delivery of the Service is impaired, the incident continues. When the disruption has returned to normal function or when the delivery of the Service is restored, the incident is resolved, regardless of what the solution consisted of.

3.1.2 Priority

To determine which response time or resolution time should apply in the individual case, an incident needs to be assigned a priority.

The priority is weighted by weighing up impact and urgency. itm8 prioritizes incidents according to how the Customer's business is affected by the incident. Authorized purchasers within the Customer's business have the right to request itm8 to adjust the priority of an incident. However, it is the Customer who is responsible for ensuring that such adjustment is reasonable and relevant in relation to the nature of the incident. Incorrect priorities on the part of the Customer may entail financial impact and, where applicable, also contractual need for adjustment.

Level of prioritization is made according to a priority scale, see 3.1.5.

3.1.3 Impact

The table below defines the categories of **impact**.

Category	Definition
Critical	<ul style="list-style-type: none"> • Has a serious economic impact/risk and/or affects the majority of users or all users. • The outage has a very large impact on the business and/or most of the users' ability to use the necessary functions to perform their work
High	<ul style="list-style-type: none"> • Serious errors that have a significant economic impact/risk and/or affect a significant part of the users or an area. • The problem has a major impact on the business and/or the majority of users who, however, can do some of their work.
Medium	<ul style="list-style-type: none"> • Has limited financial impact/risk and/or affects the ability of individual users to perform their work. • Features for performing the duties of certain users cannot be used. However, the consequences are not mission critical.
Low	<ul style="list-style-type: none"> • Low or immaterial economic impact/risk and affects the tasks of individual users. • Conditions that entail undesirable situations when the service situation is not optimal, temporary solution exists

3.1.4 Urgency

The table below defines the categories of **urgency**.

Category	Description
Critical	<ul style="list-style-type: none"> • An immediate need. • The impact will escalate quickly. • No workaround is available. • No or reduced availability or security breaches..
High	<ul style="list-style-type: none"> • A need within hours. • The impact will escalate slowly. • No workaround is available. • Greatly reduced functionality
Medium	<ul style="list-style-type: none"> • A need within days. • The impact may escalate. • A workaround is available. • Reduced functionality.
Low	<ul style="list-style-type: none"> • A need within one/two weeks or more. • A workaround is available.

3.1.5 Prioritization

The table below presents priorities based on **impact** (3.1.3) and **urgency** (3.1.4). The result of the weighting can then be determined to the priority levels, P1- P4.

		Impact			
		Critical	High	Medium	Low
Urgency	Critical	P1	P1	P2	P3
	High	P1	P2	P3	P3
	Medium	P2	P3	P3	P4
	Low	P3	P3	P4	P4

3.2 Request Management

Request Management handles the call-offs, orders and help requests that itm8 performs for its customers. Management can include everything from change projects to smaller requests for assistance to a digital call-off from a predefined service catalogue. Requests are handled within the framework of one of the two defined case types below.

3.2.1 Standard Requests

Standard Request are predefined orders that are made digitally via the APL portal. Standard Request can be covered by a service level in time so-called provisioning time.

This is the preferred method for orders as approval flows are defined, expectations are clear and real efficiency can be achieved. The customer is kept informed via the APL portal and via email throughout the entire term of the order.

itm8 defines Standard Requests linked to our service delivery. These are primarily aimed at the Customer's IT purchasers and mainly concern infrastructural orders.

The customer can define their own service catalogue with orders that are aimed at their own business's employees. Recurring orders in your own service catalogue can include onboarding, workplace, permissions, and peripherals. For this type of order, an agreed provisioning period shall be established.

3.2.2 Assistance

This case type is a general request for assistance that does not fall within the scope of Standard Request or Incident.

4 Service Levels

Service level is measured for incidents such as either resolution time or appearance time. The nature of the service determines which of the two measurement methods is applied. The appearance time or resolution time that applies to an individual incident depends on its priority and is regulated in section 3.1.1.

4.1 Resolution time

An Incident that is remediated within the specified resolution time shall be considered as a service level met. The calculation basis column regulates the percentage of incidents where the resolution time is to be achieved during the measurement period.

The measurement period is each calendar month.

Priority	Resolution time	Basis of calculation
P1	4 hours	100%
P2	8 hours	100%
P3	24 hours	80%
P4	48 hours	80%

4.2 Appearance time

The table regulates appearance times for services where the resolution time is not applicable. An incident that is handled within the specified appearance time shall be considered as a fulfilled service level. The calculation basis column regulates the percentage of the specified time to be achieved during the measurement period.

The measurement period is each calendar month.

Priority	Appearance time normal service time	Basis of calculation
P1	1 hour	100%
P2	2 hours	100%
P3	8 hours	80%
P4	18 hours	80%

4.3 Delimitations

- itm8's liability does not extend to errors caused by the Customer's incorrect use of the delivered service, function, or product.
- itm8 cannot be held responsible for errors caused by viruses or other attacks that have occurred. However, itm8 will, without undue delay, work to restore the Customer's operating environment.
- itm8 can also not be held responsible for things that are beyond itm8's control and that itm8 cannot directly influence.
- The above stated Service Levels refer to work that can or should be able to be carried out remotely by itm8, i.e. if a product or a defect must be remedied from a place other than in itm8's facilities (includes itm8 Datacenters), such promise of resolution time shall be deleted. A separate agreement may be made to ensure that such promise is valid.

5 Quality objectives

Measured key figures that are not covered by the service level are referred to as quality objectives. An example of quality objective is response time and telephone response time. Other examples include a service's provisioning time as a result of a Standard Request or also a service's availability. The concept of quality objectives includes all key figures that cannot be attributed to the concept of Service Level.

5.1 Provisioning time

Provisioning time is the time frame within which itm8 should resolve a Standard Request. The provisioning time is calculated from the time a Standard Request is received by itm8 until it is performed by itm8. The provisioning time is regulated per service in the service description or in an agreement between the customer and itm8.

5.2 Availability

Availability of a service means that the service is available and delivers promised and agreed functionality and / or performance during Service time. Availability is measured under Service time and is reported as the percentage point in relation to the service time that a service is considered available.

itm8 reports availability according to the calculation criteria in section 5.2.1 if nothing else is defined in the individual service's description. Availability levels are regulated per service.

5.2.1 Calculation of availability

This section regulates the definition of availability as well as calculation and deviation.

Availability is measured and calculated as follows:

$$\text{Availability (\%)} = 100 \times (\text{St} - \text{Pt} - \text{Et}) / (\text{St} - \text{Pt})$$

St = Agreed Service Time

Pt = Planned time for interruption

Et = Unplanned outages

From Availability, **planned time for interruptions** ("Pt") is deducted, which includes time when itm8 carries out pre-agreed and planned maintenance ("Service window") and with the Customer other pre-agreed time for maintenance measures. Service windows shall be located during times that have minimal impact on the Customer's other operational activities, at the agreed time.

Unplanned interruptions ("Et") refer to time from reported Service Error to Remedied Error. With timing of reported Error meant:

1. When an automatic alert is received
2. When the Customer report an Incident and
3. From itm8's discovery.

The parties agree that itm8 is not responsible for deviations from the Service Levels due to:

- Interruptions or disruptions at the Customer that are not included in itm8's services under the Agreement, such as errors in the Customer's application, equipment, property network, power supply in the Customer's premises or Errors caused by Users.
- Downtime or disruption of cloud provider that can be designated as a public cloud provider (e.g. Microsoft Azure). The terms of service levels and availability can be read at the relevant cloud provider.
- Equipment placed at the Customer by itm8 where itm8 has not been granted access.
- Errors that have been caused by third-party suppliers hired by the Customer.
- Errors in hardware or software that itm8 is not responsible for or that have different service time than what is regulated here.
- Errors caused by itm8, at the Customer's express request, taking measures that involve itm8 overriding its normal procedures and procedures.

6 Deviations and penalty fees

In the event of deviation from a Service Level, the Customer is entitled to a penalty payment in accordance with what is stated in this agreement appendix. Reporting of Service Levels and penalties is done monthly unless otherwise stated in this appendix. It should be clarified that unless otherwise agreed, it is Itm8's routines, processes and management that form the basis for both measurement and reporting of case / service levels as well as the determination of any penalties.

Regardless of the degree of achieved Service Level, itm8 shall always work to resolve all cases without undue delay.

6.1 Penalty fees

If itm8 complies with committed commitments within agreed Service Levels, itm8 shall primarily pay a penalty payment to the Customer.

Deviations from agreed service levels that depend on the Customer or otherwise are regulated in the Agreement as a delimitation does not entitle you to a penalty payment.

6.2 Deviations of Service Levels

6.2.1 Deviation from basis of calculations - P1 and P2

In the event of an exceeded Resolution Time or Appearance Time for an incident with priority P1 or P2, the Customer shall be entitled to compensation (penalty) from Itm8. The compensation represents one (1) % of the established monthly fee per hour started in addition to the agreed Resolution Time or Appearance Time.

CALCULATION EXAMPLE RESOLUTION TIME

If an incident with priority P1 required 6 hours and 20 minutes to remedy, a penalty of SEK 9,000 shall be paid based on the established monthly fee amounting to SEK 300,000 ($\text{SEK } 300,000 * 0.01 * 3 \text{ h} = \text{SEK } 9,000$).

CALCULATION EXAMPLE APPEARANCE TIME

If an incident with priority P1 required 2 hours to appear, a penalty of SEK 3,000 shall be paid based on the established monthly fee amounting to SEK 300,000 ($\text{SEK } 300,000 * 0.01 * 1 \text{ h} = \text{SEK } 3,000$).

Penalty fees for repeated incidents

If more than one (3) incidents of priority 1 (P1) occur within the same calendar month for the same service, and the incidents are of the same nature, a fine of 5% of the established monthly fee shall be paid. A fine is payable regardless of whether the incidents have been rectified within the promised action time or not.

A penalty payment shall be paid for each additional incident that meets the above criteria during the same calendar month.

Periodic penalty payments are without prejudice to the parties' other obligations under this Agreement, including, but not limited to, measures to prevent further incidents.

6.2.2 Deviation from basis of calculations – P3 and P4

For Incidents with priority P3 or P4, penalties are calculated as follows. The deviation is calculated on the total number of incidents during the measurement period. Penalties apply only if the total number of Incidents with priority P3 and P4 exceeds twenty (20) in the current month.

The penalty is calculated on the established monthly fee.

Deviation from basis of calculations	Penalty payment as % of fixed monthly fee
	P3 and P4
<3 percentage point	0,5%
<5 percentage point	1%
<10 percentage point	2%
<20 percentage point	4%
<50 percentage point	6%
Over 50 percentage point	8%

CALCULATION EXAMPLES

In one month, the number of incidents with priority P3 and P4 together has amounted to 40 pcs (100%). If 11 of these (27.5%) required a longer resolution time or appearance time than agreed, itm8's fulfillment rate is 72.5% ($100 - 27.5 = 72.5$). The deviation from the calculation basis of 80% will then be 7.5 percentage points ($80 - 72.5 = 7.5$) and a penalty of 2% will be paid in accordance with the table above. If the established monthly fee amounts to SEK 300,000, this corresponds to SEK 6000 ($\text{SEK } 300,000 * 0.02 = \text{SEK } 6,000$).

6.2.3 Definition of established monthly fee

The total monthly fee is calculated as the sum of all charges for Service(s) provided during the current month. The current month means the total fee that was most recently invoiced.

Service is not covered by products (hardware and software), ongoing consultant billing or equivalent.

6.3 Penalty ceiling

The total amount of the penalty payment may not exceed 10% of the monthly fee (the "Maximum Penalty Ceiling").

7 Responsibilities of the parties

7.1 itm8

It is itm8's obligation to work to meet agreed requirements regarding its own regulations and routines, processes, functions, and quality to achieve Service Levels and Quality Objectives as agreed.

In the event of deviation from a Service Level and/or Quality Objective, itm8 shall as soon as possible take measures to re-maintain the Service Level and/or the Quality Objective. Furthermore, itm8 shall report what has caused the deviation and report a plan for measures to ensure that Service Level and / or Quality Objective are maintained in the future. The measures reported in the plan that are incumbent on itm8, shall be implemented by itm8 at no cost to the Customer provided that the measures relate to itm8's standardized Service.

7.2 The Customer

The Customer shall appoint and notify itm8 which persons are covered by the right to order with the Customer. The right to order refers to, for example, ordering a new or decommissioning server, ordering workplaces, permissions, and the like.

The customer shall appoint operational contact who shall act as principal responsible for itm8's operating organization.

The Customer is responsible for appointing persons and/or functions who shall have the opportunity to report errors to the Itm8 Service Desk.

If the Customer classifies an incident, the Customer is also responsible for ensuring that such classification is in accordance with the nature, scope of the incident and can be approved in the definitions of the different levels, see section 3.1.

For itm8 to be able to maintain a high level of service and in some cases also be able to fulfill this agreement, the Customer is responsible for ensuring that there are valid support agreements for customer-owned systems and applications covered by the agreement. Should such an agreement / agreement be missing, it is the responsibility of the Customer to inform itm8 thereof.

7.3 Other

If the Agreement is covered by the itm8 service catalogue (standard service) and the nature of the incident can be approved by the agreed Service, no charge will be made for the work at the time of appearance. However, should the appearance take place outside the agreed service time for the service, the work will be charged according to the agreement.

The appearance presupposes that there is a functioning communication to the affected function and / or system. Furthermore, the appearance assumes that itm8, from the Customer, has obtained functioning access information to such systems, functions, or applications in the affected environment. In cases where itm8 is the application, system, and/or function owner, itm8 is responsible for such access information.