

SERVICE LEVEL AGREEMENT (SLA) FOR EFFORTLESS COMPLIANCE SERVICE AND SOFTWARE SYSTEM BY COMPLIANCE PARTNERS

1. INTRODUCTION & BACKGROUND

This Service Level Agreement (SLA) is entered into between Compliance Partners, hereinafter referred to as "Service Provider," and The Customer, hereinafter referred to as "Customer," collectively referred to as the "Parties."

1.1 Description of Services

This section outlines the terms and conditions for Compliance Partners' services in connection with the Platform.

1.2 Duration of Agreement

The Annex applies from the Start Date and/or the time when the Platform is used by the Customer in production (go-live) and shall continue throughout the term of the Agreement.

1.3 Definitions

All capitalized terms and abbreviations shall have the meaning set out in the Agreement.



2. ONBOARDING PROCESS

2.1 Commencement of Onboarding

The Service Provider commits to initiating the onboarding process according to the terms outlined in Section 10 of the [General Terms & Conditions](#).

3. FOLLOW-UP PROCEDURES

3.1 Quarterly Follow-ups

The Service Provider will proactively reach out to the Customer two (2) weeks prior to each quarterly follow-up to ensure seamless communication and coordination.

3.2 Annual Follow-up

An annual comprehensive follow-up will be conducted to review the overall compliance status and address any evolving requirements. This follow-up will be scheduled at a mutually agreed-upon time.

4. SUPPORT AND MAINTENANCE

4.1 Error Rectification

During the term of the Agreement, Compliance Partners will rectify errors and defects in the Platform related to setup, design, and functionality.

4.2 Customer Support

The Customer has access to Compliance Partners' support function through Compliance Partners' support email: support@compliancepartners.com

4.3 Support Hours

Support is provided by Compliance Partners' Help Desk. Support shall be via either e-mail, telephone, or in special circumstances, an online meeting, all within normal working hours (09:00 – 16:00), Monday to Friday. Support might be limited during holidays and vacation periods.

4.4 Response Time

Compliance Partners is committed to responding to inquiries from the Customer within two regular working days. During holidays and vacation periods the response time may take longer.

4.5 Personal Support

If required, the Customer may receive support via phone or email. The Customer must provide necessary information when seeking support. Personal support may be in English or local language of the Customer at the discretion of the Service Provider.

4.6 Platform Implementation

The actual implementation of the Platform will take place via pre-agreed implementation meetings after the onboarding period.

4.7 Customer Assistance

The Customer must assist Compliance Partners with troubleshooting by recreating errors or providing relevant information.

4.8 Data Usage

Compliance Partners is allowed to use customer data for troubleshooting, analysis, and anonymized statistics.

4.9 Troubleshooting with Customer Data

If troubleshooting requires a local copy of the Customer's data, the Customer will be informed, and the data will be deleted after completion.



5. BACKUP

5.1 Daily Backups

Compliance Partners makes daily encrypted backups of the Customer's data.

5.2 Backup Storage

Encrypted backups are transferred daily to a geographically different data center and stored for specified periods.

6. SECURITY INCIDENTS

6.1 Notification

If Compliance Partners detects a security incident, the Customer must be informed within 48 hours.

6.2 Incident Resolution

Compliance Partners determines the cause of the incident from logs and restores Customer data if relevant and possible. A report is sent to the Customer within one week.

7. HOSTING PROVIDER

7.1 Third-Party Hosting

The Platform is hosted by a third-party supplier as described in the [Data Processing Agreement](#).



8. UPTIME

8.1 Uptime Guarantee

Compliance Partners guarantees an uptime of 99.95% during normal working hours.

8.2 Scheduled Service Window

Compliance Partners has a scheduled service window once a month, and downtime during this window is expected.

8.3 Emergency Service Windows

Compliance Partners may have emergency service windows, and if possible, advanced notice will be provided.

8.4 Uptime Calculation

Uptime is calculated based on actual uptime during Working Hours and deducts scheduled service window time.

9. MONITORING & REPORTING

9.1 Performance Metrics

The Service Provider will regularly monitor and measure key performance indicators to ensure compliance with the terms of this SLA.

9.2 Quarterly Reports

Quarterly reports will be provided to the Customer, detailing the onboarding progress, follow-up activities, and query response times.



10. DISPUTE RESOLUTION

This escalation procedure aims to ensure that disputes are addressed promptly and at various levels within both organizations. It is crucial for both parties to engage in good-faith efforts to resolve any issues through communication and negotiation before escalating to more formal processes. Below is the procedure description:

10.1 Initial Resolution

Any disputes or concerns arising under this SLA will be initially addressed by the respective designated contacts from both the Service Provider and the Customer.

10.2 Escalation to Account Manager

If an issue remains unresolved after the initial discussion, it will be escalated to the designated Account Manager from both parties.

10.3 Escalation to Department Heads

In the event that the issue persists, and a resolution is not reached with the Account Managers, the matter will be escalated to the respective Department Heads or senior representatives of the Service Provider and the Customer.

10.4 Executive Level Escalation

If the dispute continues unresolved, it will be further escalated to the highest executive level within both organizations. This may involve the CEO or equivalent executive officer.

11. MISCELLANEOUS

11.1 Amendment of SLA

This SLA may be amended by mutual written agreement of the Parties.



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11.2 Applicable Law

This SLA shall be governed by and construed in accordance with the laws of Denmark.

The Parties hereto have executed this Service Level Agreement as of the date the Contract has been signed.