SERVICE LEVEL AGREEMENT (SLA)

Terms And Conditions

With the Service Quality Commitment of (SQC) to its EDICOMNet Communications Platform, ASP/EDI and Continuous Replenishment (CRP) clients, EDICOM undertakes to comply with three fundamental variables that guarantee service quality: availability, maximum incident resolution time and version updating.

EDICOMNet, ASP EDI and CRP Service Availability

The EDICOMNet, ASP EDI and CRP service must be available 24 hours a day, 7 days a week. Availability is taken to mean the ability to access the service on demand, regardless of the speed or rate at which it is subsequently provided.

In no case may this availability be less than 99.5% in prime time (Monday to Saturday from 08 am to 02+am) and 99% the rest of the time, measured over a monthly period. EDICOM reserves up to a maximum of 8 hours monthly outside the primary Monday to Friday schedule and at minimum activity time to carry out maintenance tasks, system backups, etc. This time will be excluded from the service level calculations.

Availability is calculated monthly as the average running time of the service, discounting, where indicated, the system management times,

\[
\text{Service availability in prime time (monthly)} = \frac{\sum_{i=1}^{n} [T_{osp}]}{n \times T_{osm}}
\]

- \( T_{osp} \): Total daily service running time in prime time, considered in minutes
- \( T_{osm} \): Maximum daily service running time in prime time, considered in minutes
- \( n \): Days of month

If cases of faulty operation of the systems running the Services, EDICOM will inform the Client as soon as reasonably possible about the problem and the time anticipated for normal service to resume. EDICOM will provide the Client with user attention centre resources and will do everything possible to solve the problem in the shortest possible time.

In the event of disasters, a complete disaster recovery plan will be partially or totally invoked if interruption of the service is expected to last more than 20 minutes. EDICOM will keep the plan updated in line with the company’s best practices.
Service Provision Conditions

- The incidents resolution service includes maintenance and management of incidents in all the Software elements provided by EDICOM involved in the service provision: Network software, Translator software, Mappers, Communications Programs, specific developments or CRP, as well as any other software from third parties for which the client has expressly contracted maintenance (Databases, etc.).

- EDICOM offers the possibility of remote equipment management (Telemaintenance) at no additional charge, as long as the client enables the appropriate accesses and permits.

- When a problem is detected that affects the smooth running of the application, either by the client or in the course of the supervision procedures as part of the Service Management, an incident report will be opened and, as of that point, the actions anticipated to deal with it will be taken.

90% of incidences will be solved before the maximum response times described before.

Customer Attention Centre Availability

EDICOM has three service levels in terms of availability and resolution times, provided to clients in line with their specific needs.

Customer care centre availability is understood as the operating time period in which the service is provided to the clients according to the contracted modality and during which the response and resolution times are computed.

Response time is taken to mean the period of time that elapses as of the client transmitting an incident to us until it begins to be dealt with by a qualified technician.

<table>
<thead>
<tr>
<th>SERVICE LEVEL</th>
<th>Availability</th>
<th>Maximum response time</th>
</tr>
</thead>
<tbody>
<tr>
<td>STANDARD Maintenance Service</td>
<td>Provided in habitual schedule from 9:00 to 14:00 and from 15:00 to 18:00 h. on working days.</td>
<td>30 MINUTES</td>
</tr>
<tr>
<td>PREFERENTIAL Maintenance Service</td>
<td>Provided in habitual schedule from 9:00 to 14:00 and from 15:00 to 18:00 h. on working days.</td>
<td>15 MINUTES</td>
</tr>
<tr>
<td>HIGH AVAILABILITY Maintenance Service</td>
<td>Provided 24 hours a day, 7 days a week (every day of the year).</td>
<td>15 MINUTES</td>
</tr>
</tbody>
</table>
Incident Resolution Time and Quality Commitment

There are three types of incident depending on the solution type:

1.- Those incidents where after analysis it is concluded that the solution can only be provided by Edicom, typically: software anomalies, configuration errors or programming of the mappings, at all times taking as reference what was tried and tested when putting it into production and stops working or does not always work as expected under the same working conditions. An incident deriving from previously unforeseen data sets, changes in the management system or extension to new partners would not be understood as an anomaly.

2.- Those incidents where it is determined that resolution is conditional to the client carrying out or putting into practice the indications from the support service.

3.- Those incidents where the origin it is difficult to determine and so active cooperation of the client is required to specify and resolve it.

Incident resolution time is defined as the time elapsed from when the client communicates an incident to the support area and the moment that it is resolved.

The average maximum Time set for the Resolution of Incidents is 6 hours.

The Service Quality commitment is based on the percentage of incidents resolved in the month in less than 6 hours.

The target monthly Service Quality value is set at 90%.

We understand that an incident is resolved when EDICOM takes the appropriate measures to solve the problem, or transmits to the client the precise instructions for the solution, the problem finally being solved.

If any incidents of malfunction, or which result in delay of resolution of an incident, are derived from causes other than the EDICOM service or products, EDICOM will report the causes to the client for their resolution (for example, causes imputable to the client or third parties involved, Value Added Networks (VANs), setting up gateways, etc.), said time being excluded from the calculation period for statistical purposes.

The client is obliged to allow access to their facilities to the personnel designated by EDICOM for the resolution of incidents when so required. Any delay in issuing said permission remains outside of the availability calculation. Interruptions in Service due to causes beyond our control (force majeure), such as natural disasters, are excluded.

Should the service in the Resolution of incidents fail to comply with the commitment acquired for whatever reason, the client will automatically be entitled to discounts in the next invoice based on the deviation percentage and in direct proportion to their invoicing; said discounts may even amount to the total of the corresponding monthly quota.

The client may ask for a report of the incidents occurring during operations at any time, resolution time, incident type, response times, statistics, etc.

This report is the information base whereby EDICOM proposes enhancements to the clients’ systems and a fundamental element in the evaluation of the service.
Version Updating

- EDICOM undertakes to upgrade products in line with the current EAN.UCC norm in any of its XML/EDIFACT standards at all times, especially those relating to syntactic and semantic specifications.

- When the products are intended to operate by EANCOM rules, all the messages published by said organisation will be updated free of charge at the client’s request. Loading or support of new messages does not affect the creation of new maps, which will be the responsibility of the client.

- EDICOM will provide the new product versions developed at any time and which are equivalent to or replace installed products at no extra cost.

- The client undertakes to update their installation with the new versions provided by the Technical Service at all times. EDICOM will cease to offer support to obsolete versions 6 months after having put a new one into circulation.

Security

- EDICOM undertakes to maintain the logical and physical safety measures necessary to guarantee the appropriate provision of the service in their facilities, and to be aligned with the current security standards in force at all times, such as ISO 27001.

Data Backup and Retrieval

- EDICOM makes daily, weekly, monthly and annual copies of all the data of the services rendered. Daily copies are overwritten weekly, the weekly copies are overwritten monthly, the monthly copies are overwritten annually and the annual copies are kept for a minimum of 10 years.

- EDICOM complies with security measures in accordance with current legislation personal data protection as specified in the security document and all backups are encrypted.

- Users may retrieve their data from a backup copy in line with the security policy described above and under the commercial conditions agreed at all times.