

## Service Level Agreement

### I. SERVICES.

The customer subscribes to the services provided by GIS4Mobile. Upon mutual agreement of the parties, the afore-mentioned services may be revised at any time to add or reduce services.

### II. COVERAGE.

This Service Level Agreement mainly covers two aspects: (1) Uptime Services and (2) Control Panel.

As to the first aspect, GIS4Mobile guarantees that our services are available 100% of the time each month, except for scheduled maintenance. As part of our dedication to this optimum performance, GIS4Mobile agrees to credit 5% of the customer's monthly bill for every 60 minutes of service downtime, up to 100% of the monthly bill. Although, prices are subject to downtime at our subcontractors, this warranty covers downtime that GIS4Mobile acknowledges to have emanated from a direct cause.

As to the second aspect, GIS4Mobile warrants that its control panels are available for customized configurations and data management. Should an error that prevents fair use occur on the control panel, GIS4Mobile guarantees to resolve within 4 normal working hours reckoned from the time the problem is identified. Furthermore, GIS4Mobile guarantees to credit 10% of the customer's monthly bill for each day of control panel downtime, up to 100% of the monthly bill.

### III. ELIGIBILITY.

In order to be eligible for credit, the customer must also show that his use of GIS4Mobile or his client's experience of GIS4Mobile service was significantly influenced. The customer is encouraged to consult [info@GIS4Mobile.dk](mailto:info@GIS4Mobile.dk) within 30 days of downtime to be entitled to such credit. Provided further, the parties agree that this Service Level Agreement shall be the only legal remedy for GIS4Mobile downtime.

### IV. FEES.

The fee for GIS4Mobile's software is based on the nature, scope and extent of the services. In addition to the listed fees, customer shall pay any applicable sales, use, value-added, personal property or similar taxes, monthly recurring fees upon commencement of service, which are due upon receipt of invoice from GIS4Mobile. Fees for additional services or telecommunications bandwidth will begin upon commencement of the new or upgraded service.

### V. STANDARDS OF USE.

Customer will use the software services, and will permit the use of the aforementioned services, only in a manner that is lawful, consistent with the rights of other users and third parties, in keeping with accepted Internet etiquette, and not disruptive to the operations of the network.

Customer agrees to comply with any rules and policies posted on the web server that are generally applicable to users of a network service. Material breach of this section will cause for immediate suspension of service or termination of this agreement.

### VI. LIMITED WARRANTIES.

Except for the coverage warranties discussed in Section II herein, the warranty covers only problems that GIS4Mobile acknowledges to emanate from direct cause. The customer is not entitled to a credit if he is no longer a customer of GIS4Mobile.

GIS4Mobile does not guarantee that the operation of the software services will be uninterrupted or error-free. GIS4Mobile is not responsible for service unavailability caused by the customer's equipment, telecommunications circuits or the Internet.

Claims for breach of this warranty should be submitted in writing, including as much detail as possible concerning the circumstances of the problem.

#### VII. LIMITATION OF LIABILITY.

Customer is exclusively responsible for all financial risks associated with access to and use of the software services by Customer's clients. In no event will GIS4Mobile be liable for lost data, lost profits, or any other incidental, consequential or exemplary damages. Nothing herein shall impose upon GIS4Mobile any liability for a claim that exceeds the amount paid by the customer under this agreement during the six months prior to the claim, except in the case of GIS4Mobile's gross negligence or willful misconduct.

#### VIII. CONFIDENTIALITY.

"Confidential Information" means any and all confidential business information concerning either party that is disclosed to the other party in connection with this agreement, including all confidential information disclosed to Customer concerning GIS4Mobile's software services and including the terms of this Acceptable Use Policy.

Any confidential financial information of Customer's members to which GIS4Mobile has access as administrator will be treated as confidential information of Customer. "Confidential information" does not include information that the recipient can show:

- (a) Is public (other than through the recipient's actions);
- (b) Was rightfully disclosed to the recipient by a third party; or,
- (c) Was independently developed by the recipient, information that is not otherwise confidential will not be treated as confidential merely because it is disclosed under this agreement.

#### IX. STATUS.

The parties are independent contractors. Neither party is an agent or partner of the other, or has the right to incur any obligation on behalf of the other. Each party may use the other's name and trademarks only with the other's prior written consent (except that GIS4Mobile may use Customer's name in any listing of its customers).

Upon termination of this agreement, all use of such names and trademarks will immediately be discontinued, and each party will return to the other all promotional materials and other items bearing the other's name or trademarks that are in its possession.