

SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement describes and sets forth maintenance and support services provided by Opendatasoft to Customer in connection with the Services (“**Support**”).

Opendatasoft makes available the Support as described below for Customer’s use of the Services.

1. Definitions

Capitalized terms not defined herein shall have the meaning set forth in the Terms of Services:

“**Anomaly**” means any repetitive and reproducible default or failure in the access and/or use of all or part the Opendatasoft Services;

“**Business Days**” shall mean every day from 9:00 am to 6:00 pm (Paris hours), except Saturday, Sunday, public holidays in France and Opendatasoft’s exceptional closing days.

“**Concurrent Requests**” means the number of HTTP requests for access to dynamic content processed simultaneously by the Opendatasoft Solution for a given domain and its sub-domains.

“**Hosting Infrastructure**” means all the cloud and/or physical data center facility, system and network monitoring, Opendatasoft equipment, and other physical infrastructure used by Opendatasoft to provide the Services.

“**Upgrades**” means technical upgrades of the Services, if and when available, that Opendatasoft generally releases from time to time to Customer without additional fees. Upgrades may include new features or functionality to the Services.

2. Access and Availability

Opendatasoft Services are accessible 24 hours a day, 7 days a week, except during planned, or unplanned in case of emergency, downtime or maintenance in the event of *force majeure* or an event beyond the control of Opendatasoft and subject to any breakdowns and interventions necessary for the proper functioning of the Services. The Customer is hereby notified of the technical risks inherent to the Internet and the interruptions to access that may result.

Opendatasoft shall use its best efforts to ensure the availability of the Opendatasoft Services, as described herein. In this regard, Opendatasoft will use its best efforts to guarantee a monthly availability of 99.9% of end-user’s data points of access to Opendatasoft’s Services (dataset catalog, pages, and search APIs). Availability is defined as the capacity of Opendatasoft to serve the requests of the Users on an already integrated set of data. It therefore does not take into account the possible cases of exceeding the quotas (including the guaranteed number of Concurrent Requests) or of poorly or partially integrated data.

The monthly availability is the ratio of the number of minutes the Service has been available, by the total number of minutes in the considered month. The Service is considered unavailable when Opendatasoft’s external monitoring probes fail for a full consecutive minute, as checked from several different locations on the internet.

However, Opendatasoft shall not be held responsible for any disruptions, interruptions and/or anomalies that are not of its own making and that affect transmissions via the Internet network and more generally via the communication network, regardless of the extent and duration thereof, as well as for any downtime resulting of emergency maintenance required in order to ensure the security of the platform or its data. Finally, if the Customer exceeds the guaranteed number of concurrent Requests, Opendatasoft will use its best efforts to ensure the continuity of the Opendatasoft Services but shall not be held responsible for any disruptions, interruptions and/or Anomalies.

3. Upgrades and Maintenance

As part of Support, Opendatasoft will make available to Customer all Upgrades applicable to the Services purchased by Customer as and when such Upgrades are made generally available by Opendatasoft. Customer is reminded that it has no right to maintain previous versions. All Updates, corrections and evolutions of the Services are expressly subjected to the Agreement.

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Opendatasoft may need to carry out maintenance operations on all or part of its Services, for the improvement and installation of new features, for auditing the proper functioning of the Services, or in case of malfunction or threat of malfunction.

Maintenance and Upgrades may result in temporary unavailability or interruption of all or part of the Services.

Except in case of emergency, Opendatasoft will inform Customer, by any means and at least 15 days in advance, of the occurrence of the evolutionary maintenance operations that are expected to have a significant impact on the availability of the Services (beyond our standard SLA).

In such cases, Opendatasoft shall not be liable to the Customer for any compensation or damages whatsoever.

4. Technical Support

Support is provided at no additional cost to Customer during Business Days and hours by e-mail to: support@opendatasoft.com.

Support is provided in French or English.

Customer contacts accessing Support must be registered with Opendatasoft in order for Opendatasoft to verify authorized representatives for communications and notices.

When notifying, Customer shall describe the incident and its effects and provide Opendatasoft with any available information sufficient to enable Opendatasoft to identify and reproduce the Anomaly.

Opendatasoft will designate the level of severity of the Anomaly pursuant to the criteria below:

- “Blocking Anomaly”: any operating anomaly that makes it impossible to use all or part of the Opendatasoft Services;
- “Semi-blocking Anomaly”: any operating anomaly that prevent normal use of all or part of the Opendatasoft Services;
- “Non-blocking Anomaly”: any operating anomaly that does not prevent normal use of the Opendatasoft Services.

Upon receipt of a Support request, and subject to the providing by Customer of the above required information, Opendatasoft will make its best efforts to respond within the following timeframes:

- Blocking Anomaly: 4 hours (Business Days) as from Customer’s notification by e-mail;
- Semi-blocking Anomaly: 8 hours (Business Days) as from Customer’s notification by e-mail;
- Non-blocking Anomaly: No later than 5 Business Days as from Customer’s notification by e-mail.

Customer will update Opendatasoft as additional information becomes available, and in particular provide Opendatasoft with:

- Information which clearly and specifically identifies the Anomaly experienced;
- Information in order for Opendatasoft to reproduce the Anomaly;
- Screenshot and error messages;
- Network information: Source IP address, public IP address, trace route and ping information
- Log Files (client side)
- Contact information

If Customer fails to notify Opendatasoft or if its notification is insufficiently documented to allow Opendatasoft to identify or reproduce the Anomaly, Opendatasoft shall not be held responsible. The same applies in case of:

- failure to comply with the deadlines for correction following an Anomaly that has not been notified as described above or that has been notified in an insufficient manner (insufficiently documented);
- misuse of server resources;
- anomalies with an origin external to Opendatasoft;
- failure of electronic communications networks;

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- refusal by the Customer to cooperate with Opendatasoft in resolving incidents and in particular to answer questions and requests for information
- use of the Services in a manner that does not comply with their purpose or the Documentation;
- unauthorized modification of the Service by the Customer or by a third party;
- failure of the Customer to fulfil its obligations;
- implementation of any software or operating system that is not compatible with the Services;
- voluntary acts of damage, malice, sabotage;
- deterioration due to force majeure or misuse of the Services.

Further, Opendatasoft may request to share a computer display via a screen sharing technology to troubleshoot and resolve certain problems.

Any remote access by Opendatasoft to Customer's systems is always subject to Customer's consent, in Customer's sole discretion, and conducted in accordance with Customer's security policies and procedures.