Annex 2: VirtualMetric SLA

Date: July 3, 2025

1. Introduction

This Service Level Agreement ("SLA") describes the service levels applicable to VirtualMetric Software. VirtualMetric provides two types of software delivery for different: VM Software for products and modules that Customers need to download and install and VM SaaS for products and modules that Customers use as a service.
VirtualMetric shall provide support services for VirtualMetric Software. VirtualMetric provides two levels of Support: Standard and Enterprise. The difference between these two levels is detailed below.

Customers can request support services from VirtualMetric via the VirtualMetric Support Desk.

	VirtualMetric Support Desk contact details
24/7	**M: support@virtualmetric.com**
During Business hours (9am-5pm CE(S)T)*	**T: +31 97010250647** **M: support@virtualmetric.com**
Outside of Business hours (only for P1 classified incidents)**	**T: +31 97010250647** **M: support@virtualmetric.com**

*Business hours are from 9.00 am until 5.00 pm CE(S)T from Monday up to and until Friday, excluding public holidays in the Netherlands ("Working Days").
** Outside of Service Window the VirtualMetric Support desk can only be contacted via this phone number: **+31 97010250647**.

2. Customer Responsibilities

2.1. General Responsibilities

2.1.1.   User Access and Security: The customer is responsible for managing user access to the VirtualMetric Software and ensuring appropriate security measures are in place. This includes user authentication, password management, access controls, and user training on security best practices. The customer should also be vigilant about detecting and mitigating any security vulnerabilities that may arise.

2.1.2.   Data Backup and Recovery: The Customer is responsible for implementing and managing regular data backup procedures to protect their data. This may involve setting up backup schedules, verifying the integrity of backups, and ensuring the availability of suitable backup storage. Additionally, the customer should establish procedures for data recovery in the event of system failures or data loss.

2.1.3.   Compliance and Legal Obligations: When using the VirtualMetric Software, the customer is responsible for ensuring compliance with relevant laws, regulations, and industry standards. These may include data privacy regulations, intellectual property rights, and any other legal or contractual obligations.

2.2. VM Software

2.2.1.   Installation and Configuration: The customer is responsible for the installation and configuration of the VirtualMetric Software on their own hardware infrastructure. This includes providing the necessary computing resources, such as servers and storage, as well as setting up the software according to VirtualMetric's guidelines.

2.2.2.   Hardware and Network Infrastructure: The customer is responsible for providing and maintaining the necessary hardware and network infrastructure required to support the on-premise VirtualMetric software. This may involve ensuring the availability of servers, network connectivity, data storage, and backup systems.

2.2.3.   System Updates and Patches: The customer is responsible for applying updates, patches, and upgrades to the VirtualMetric Software. This includes keeping the VirtualMetric Software up to date with the latest security fixes, bug patches, and feature enhancements provided by the vendor. The customer should also ensure compatibility between the VirtualMetric Software and any other systems or applications integrated with it.

2.2.4.   Troubleshooting and Issue Resolution: The customer is responsible for investigating and troubleshooting any issues that may arise during the operation of VM Software. This involves diagnosing problems, identifying potential causes, and working with the vendor's support team to resolve issues promptly.

3. Maintenance & support services

3.1 VirtualMetric shall provide support services and corrective maintenance services in relation to the VirtualMetric Software up and until version n-1, which shall consist of the following services (jointly "Maintenance and Support Services"):
   a.   Service desk support;
   b.   Corrective maintenance of the Software

   3.2   In relation to 3.1. VirtualMetric shall only offer maintenance and support services up and until version n-1, in case of VM Software, installed by the customer.

   3.3   Within the context of the Maintenance and Support Services:
   a.   an "Incident" is an event that deviates from the standard operation of the VirtualMetric Software, or that the VirtualMetric Software reports an error;
   b.   a "Problem" is a fault in the VirtualMetric Software, identified based on repeating incidents with similar symptoms;

   3.4   Any maintenance and support activities not covered by this SLA hall be charged on a time and material basis (e.g.
additional support, corrective maintenance when any exceptions apply, etc.) at the hourly rates for professional services.

   3.5   As a condition for VirtualMetric to meet its obligations under this SLA, Customer is required to uphold its part in the procedures described in the Agreement, among which:
   a.   Customer will provide the VirtualMetric Support Desk with all available and reasonably requested information (including, but not limited to, documentation and data) necessary to diagnose, investigate and resolve Incidents, Problems or other issues related to support requests as can reasonably be expected;
   b.   Customer will notify VirtualMetric as soon as reasonably possible of any errors, omissions or deficiencies in the VirtualMetric Software of which Customer becomes aware, but in any event within 14 (fourteen) days after becoming aware.

3.6 VirtualMetric shall charge Customer separately for support, corrective maintenance and other services performed in relation to the VirtualMetric Services in case of:

    a. Incidents, Problems or other issues that result from a Customer's use of the VirtualMetric Software in breach of the Agreement or any applicable laws or regulations;

    b. modifications made to the VirtualMetric Software by any party other than VirtualMetric;

    c. wilful intent or gross negligence by a Customer;

    d. requests for Customer-specific modifications that are implemented in the VirtualMetric Software (e.g. configurations, Customer-specific interfaces, etc.); and

    e. any issues that arise as a result of difficulties with Customer's web browsers and mobile devices to operate the VirtualMetric Software in the Customer environment.

3.7 Any such services will be charged by VirtualMetric on a time and material basis at the applicable hourly rates for professional services.

4. Availability VM Saas

VirtualMetric guarantees **99.9%** uptime for all SaaS modules. Uptime is calculated on a monthly basis, excluding scheduled maintenance and force majeure events.

5. Support & Corrective maintenance

5.1 T**he VirtualMetric Support Desk**. VirtualMetric has set up a central service desk to provide support to Customer.

    a. The VirtualMetric Support Desk can be contacted by Customer 24 hours a day, 7 days a week, using the VirtualMetric Support Desk email and phone numbers above.

    b. Customer shall report all Incidents via email to the VirtualMetric Support Desk. Where Incidents likely qualify as P1 Incidents (as defined below), they must also be reported by phone.

5.2 **Support Process**:

    a. When an Incident is reported to the VirtualMetric Support Desk it will be allocated a ticket number ("Ticket") and a level of priority (allocated e.g. P1-P4) by VirtualMetric.

    b. Completed Tickets are recorded as closed by the VirtualMetric Support Desk. However if Customer does not agree - i.e. it believes the Incident is unresolved and therefore still open -, the Ticket can be reactivated provided this is done within 5 days of it being deemed closed by the VirtualMetric Support Desk. While this action allocates a new Ticket number it is automatically associated with the original Ticket and any correspondence regarding the new Ticket contains all communications relevant to the original number.

    c. Where resolving the Ticket requires corrective maintenance in VirtualMetric's opinion, such maintenance will be carried out within a timeslot in order to limit the impact as much as possible, on the basis VirtualMetric's availability ("Maintenance Window").

VirtualMetric aims to resolve 99,95% of Tickets concerning Incidents that have been allocated a P3 or P4 level of priority (as defined below) within the target resolution time (as specified below). VirtualMetric aims to resolve 95% of the Tickets concerning Incidents that have been allocated a P1 and P2 level of priority (as defined below) within the target resolution time (as specified below). A solution may consist of a workaround or a permanent solution.

5.3 **Ticket prioritization**

    Any Incidents affecting the VirtualMetric Services will be allocated a P1, P2, P3 or P4 classification by VirtualMetric:

Classification	Description
P1	Critical defect. Customer is unable to use the VirtualMetric Software.
P2	Substantial defect. An essential functionality of the VirtualMetric Software is unusable. Although Customer is still able to use the VirtualMetric Software, use thereof is severely restricted by the Incident.
P3	Minor defect. Although Customer is able to use the VirtualMetric Software, the available functionalities are restricted. This restriction does not seriously or drastically affect the operation of the VirtualMetric Software.
P4	Customer questions. Any issue regarding the VirtualMetric Software where the Customer's Helpdesk has queries or needs advice.

The classification determines the priority and level of response and resolution allocated to the Incident, based on the Support Level that has been purchased.

5.4 **Ticket response time**

The targeted response time is the time between the moment of reporting an Incident to VirtualMetric by the Partner or Customer and the moment that VirtualMetric responds to Partner or Customer.

	Targeted Response Time	
Classification	Standard Support	Enterprise Support
P1	4 business hours	1 hour
P2	8 business hours	2 hours
P3	16 business hours	4 hours
P4	24 business hours	8 hours

6. Problem management

VirtualMetric aims to proactively prevent and mitigate recurring Incidents in order to minimize the business impact of Incidents and to prevent the reoccurrence of Incidents.

If repeating Incidents with similar symptoms are reported via the VirtualMetric Support Desk email and VirtualMetric believes that these repeating Incidents may be caused by a Problem, then the VirtualMetric Support Desk will allocate a Problem Ticket Number to such Incident(s), i.e. in addition to the Incident Ticket Number.

7. Technical documentation

For detailed guidance on the initial setup, configuration, and troubleshooting of VirtualMetric products, please refer to our online technical documentation.

If you are using the VirtualMetric Software (VM Software), visit https://docs.virtualmetric.com/ for step-by-step installation instructions, system configuration options, and solutions to common issues.

For users of the VirtualMetric Software as a Service (VM SaaS) platform, please consult https://virtualmetricdocs.pages.dev/ to learn more about account setup, cloud-specific configurations, and troubleshooting best practices.

These resources are regularly updated to provide the most accurate and up-to-date information to ensure a smooth experience with VirtualMetric products.