



# fractal

## Service Level Agreement

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Security and New Technologies Area

**Approved**

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**Change Log**

Date	Originator of Change	Version	Description of Change
25 Sep 2017	Creation	1	Document creation
11 Jul 2018	Update	1.1	Document update
11 Oct 2019	Update	1.2	Document update
29 Oct 2020	Update	1.3	Plan Update
23 Sep 2021	Update	1.4	Support Update
12 Dec 2022	Update	1.5	Plan Update and Hosting
12 Jul 2023	Update	1.6	Document update
30 Aug 2023	Update	1.7	Document update
April 4, 2024	Update	1.8	Support Schedule Update

This document is supplemental to the terms and conditions set forth in the service agreement with Fracttal. These terms are subject to change at Fracttal's discretion and will be updated on an ongoing basis.

## 1. DESCRIPTION OF THE SERVICE

The service provided by Fracttal for Asset and Maintenance Management will be provided in a SaaS model of 24/7 operation, under the service level agreements described below.

## 2. SERVICE LEVELS

**Automatic Upgrades:** Automatic service updates are performed on an ongoing basis based on enhancements provided to the service, which do not interrupt availability, however, the application will notify that it has been updated and the web browser must be refreshed to apply the changes.

**Planned service interruptions:** On very rare occasions it is necessary to perform scheduled maintenance that will cause a service interruption, in which case a notice will be communicated via email and through messages in the system at least forty-eight (48) hours in advance for Planned Service Interruptions that do not include automatic updates and that take place between 02:00 and 06:00 hours (-3 UTC), in which case a notice will be communicated via email and through messages in the system at least forty-eight (48) hours in advance for Planned Service Interruptions that do not include automatic updates and that take place between 02:00 and 06:00 hours (-3 UTC), in which case a notice will be communicated via email and through messages in the system. (-3 UTC), at least seventy-two (72) hours' notice will be provided for planned service interruptions occurring outside this timeframe.

**Unplanned Service Interruptions:** In highly unlikely cases where the service interruption exceeds fifteen (15) minutes, Fracttal will give as much advance notice as possible of the unplanned service interruption, including critical or emergency problems.

**Force Majeure:** In cases of interruption due to force majeure events, understood as those circumstances that cannot be foreseen or avoided and that are beyond our reasonable control or that of our critical suppliers, such as floods, earthquakes, volcanic activity, lightning, tidal waves, natural disasters in general, acts of war and civil disobedience, and others, Fracttal will give prompt notice to the customer to detail the reasons for the force majeure and the progress on the restitution of the service.

**Service Uptime:** Outside of planned service interruptions, automatic upgrades and force majeure events, the hosted service will have an availability of ninety-nine point ninety-five percent (99.95%) on the Starter and Pro plan, and ninety-nine point ninety-nine percent (99.99%) on the Enterprise plans, on an annual billing cycle.

### 3. SUPPORT SCHEME

#### 3.1 Contact and support hours

Customers have access to a support scheme via e-mail and online chat, which will be answered from Monday to Friday, 5:00 to 23:59 hours (-3 UTC). You can reach out by writing to support@fracttal.com or through the online chat provided within the application. The support scopes according to the contracted plans are available on the web page <https://www.fracttal.com/en/pricing>.

#### 3.2 Technical response times

Fracttal will provide a technical response to service requests received from the customer. The time allotted for the delivery of technical responses will be measured from the time of receipt of the corresponding Service Request by Fracttal during support hours. Upon receipt of the Service Request, it will be assigned a "Severity" which is a measure of the severity of the situation. The technical response time will depend on the severity as described in the following table:

Severity	Definition	Action	Reply
1	A vital function or feature of the Service is not operational and stops the process until it is resolved.	A solution or correction will be provided as appropriate	Two (2) Hours, if this time is exceeded, timely communication is generated with users to indicate the work being performed and provide dates for resolution.
2	It is a relevant error that occurs in a not very critical functionality or that has another way to do it, that affects or is annoying, but allows to continue the operation and may or may not alter the execution times.	A solution or correction will be provided as appropriate.	Two (2) business days
3	It is an affectation that allows to continue the operation, it is a specific action that does not execute, it can be done in another way, or the impact is less and gives time to	A solution or correction will be provided as appropriate.	Five (5) working days

	execute other actions of greater severity.		
4	It is a feature that does not affect functionality, but it is desirable to have it.	It is presented to a product committee where it is determined whether or not to add it to the roadmap.	May or may not be implemented

In the event Fractal does not provide a solution or correction within the allotted technical response time for a Severity 1, 2 or 3 Service Request, it will continue to work to correct the error 7/24 for a Severity 1 or during business hours for a Severity 2 or 3 improvement opportunity. Fractal will provide updates to the Customer when appropriate for the Severity of the service request. Fractal will work to resolve service requests on a "best efforts" basis at all times.

### 3.3 Escalation Process

To resolve customer service requests as quickly as possible, Fractal will use a three-tiered process based on the severity of the issue. Escalation in the technical support chain is Fractal's responsibility and will be initiated only when the service request has NOT been resolved within the above technical response time. The escalation process is described in the following matrix:

Escalation	Responsible	Escalation times according to Severity		
		Severity 1	Severity 2	Severity 3

Level 1	Customer Support Analyst	15 minutes	2 hours	4 hours
Level 2	Customer Support Specialist	15 minutes	4 hours	8 hours
Level 3	Development Team	1.5 hours	10 hours	28 hours

#### 4. EXCEPTIONS

Fractal will not be responsible for correcting a Service Request arising from any of the following:

- Problems resulting from any modifications to the Service made by any party other than Fractal.
- Improper use of the Service.

The technical response time for Severity 1 and 2 Service Requests as set forth in the preceding section will be extended by the duration of any delay in time to fix problems attributable to any act or omission of Customer or any of its employees, agents or subcontractors.

Fractal will also charge Customer, at its sole discretion, for the time required to resolve problems as a result of Customer's actions, which rates will be determined by Fractal and communicated to Customer for acceptance prior to work being performed.

#### 5. HOSTING AND DATA

Fractal and its cloud service provider back up data on a periodic basis, as set forth in our Security and Backup Policy.

#### 6. ASSOCIATED DOCUMENTS

They can be consulted with your Sales representative.

## 7. RESPONSIBLE FOR THE DOCUMENT

Head of Security and New Technologies Area.