SwipeGuide.

EXPERIENCE LEVEL AGREEMENT

BETWEEN

SWIPEGUIDE B.V.

AND

CUSTOMER

SwipeGuide.

PARTIES:

1.   **SWIPEGUIDE**, a private company with with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands, having its corporate seat in John M. Keynesplein 12-46, Amsterdam, The Netherlands trade register number 62.58.47.74 ("SwipeGuide");

     And

2.   **The Customer**; a company, or its legal representative with a confirmation or order with SwipeGuide for the purchase of the service or a user of a free trial version of SwipeGuide. ("**Customer**");
     The parties mentioned above hereinafter also to be referred to as the "**Parties**" and each individually as a "**Party**";

INTRODUCTION:

SwipeGuide and Customer wish to enter into this Experience Level Agreement (the "**Agreement**"). The Agreement will hereafter govern Parties' respective rights and obligations towards each other.

At SwipeGuide we understand that service interruptions impact the just-in-time delivery and user experience of instructions. That's why SwipeGuide puts great effort in delivering services with the highest standards in performance, reliability and availability. Customer should be able to fully depend on SwipeGuide for the creation and delivery of user guides and instructions. At SwipeGuide we understand that the business of Customer relies on us.

Service Level Agreements can be full of complexity and jargon. As simplifying things is one of the core values of SwipeGuide we want to challenge this. For us the experience of the Customer using SwipeGuide is critical. That is why we call this an Experience Level Agreement and explain things in real words. Of course some legal jargon is inevitable, but we try to make things a simple as we can.

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AGREEMENT:

1   INTERPRETATION

1.1   This Agreement should be read in the context of the "**SaaS Agreement**" entered into between Parties upon approval of the confirmation of order.

2   PROVISION OF SERVICES

Our service (the "Service") is offered as a "Software as a Service" (SaaS) solution. This means that the functions within the technology are fixed and cannot be amended, removed or redeveloped for individual users. Of course, excluding the content which is provided by Customer.

2.1   Availability

The availability of the software is the percentage of total possible time per month the Service is available to Customer for use. To calculate this, SwipeGuide subtracts the number of downtime minutes from the total possible minutes in a month.

SwipeGuide guarantees a 99.5% availability of its Service. Downtime is the time the service is not available to Costumer for use in a given month due to incidents. Situations that don't fall under downtime are e.g.:

- Service degradation of some parts of the SwipeGuide platform, like reduced speed of (up)loading content or sharing of guides.
- Issues related to third party apps or caused by third parties.
- Network problems external to our systems that are beyond our control.
- Scheduled downtime for platform maintenance (we will inform you as soon as necessary).
- There is a force majeure causing our services to be interrupted (e.g. forces of nature or power outages).
- Issues caused by the customer due to non-compliance with the fair use policy, as described in the SaaS Agreement.

SwipeGuide has availability monitoring in place to keep the pulse of the platform.

2.2   Release management

SwipeGuide releases improvements and new functionality to its Service on a daily basis. Our standard release window is evenings between 00:00 – 03:00 CEST. In some occasions, we might need to release outside this window. In these cases, we will inform you in advance as far as possible. For every relevant release, brief release notes will be available on www.swipeguide.com to inform you about the changes made to the platform.

2.3   Software improvements

SwipeGuide will automatically make available to Customer new versions, releases, and updates to the Service to add new features, enhance existing features, solve defects and/or errors, keep the platform up-to-date with market developments, or otherwise improve (the operation or functionality of) the Service. SwipeGuide will only support the most recent version of the Service. SwipeGuide shall make reasonable efforts to ensure that when performing such actions, the impact on Customer and its user(s) is limited.

New versions, releases, or updates will contain at least the level of functionality as set out in this Agreement and as contained in the previous version or release of the Service, and will not otherwise negatively impact the use of the Service.

3   INCIDENT MANAGEMENT

Every day SwipeGuide will do its best to avoid incidents to happen on the platform. When an incident might happen, we have a solid procedure in place. SwipeGuide handles incidents according to the following process:

1. Users with a SwipeGuide User Account can report an incident through the chat in the platform or via support@swipeguide.com. SwipeGuide needs to know at least the time of the incident, the name of the user, the steps taken getting to the incident and the possible error message. It helps to add a screenshot to illustrate the incident when relevant and communicate the system and browser used.
2. SwipeGuide Support confirms receipt and reproduces the incident.
3. SwipeGuide Support classifies the issue.
    ▪ Priority 1 = SwipeGuide is not available to end-users (picked up within 1 hour).
    ▪ Priority 2 = Service degradation meaning part of the functionality is not or in a limited way available.
    ▪ Priority 3 = an issue that only affects one or few users.
4. Incident will be recovered by the SwipeGuide team. SwipeGuide support will inform the reporting user on the status of the incident recovery through chat and/or e-mail.
5. Reporting user tests the solution. The user tests if the incident is solved and reports back an OK to SwipeGuide support.
6. SwipeGuide Support closes the incident. Incident will be closed, root-cause analysis will be done and the incident is logged for reporting to Customer.

4   SECURITY

Security is important to SwipeGuide. Although SwipeGuide doesn't process personalized end-user data SwipeGuide aims to deliver a secure platform to its users. SwipeGuide does this through manual and automated testing before releasing new software. SwipeGuide has an authentication process in place for editor and admin users of the platform. Also, we provide the software through a secure SSL connection. SwipeGuide has a processor agreement that covers all legal aspects of handling user data. Besides this SwipeGuide performs periodical security check-ups that assesses all aspects of the platform (both technical and logical).

5   CUSTOMER SERVICE

The main customer care channel is the chat function on the SwipeGuide website and in the application. In case Customer experiences an issue, a message can be left in the chat function and we will pick it up immediately. No additional costs will be charged. Alternatively, a message can be sent to support@swipeguide.com.

6   DURATION

This Agreement shall continue for the same term as the SaaS Agreement and shall terminate at the same time the SaaS Agreement terminates.

7   OWNERSHIP

The ownership and liability for the Platform, its related technology and its functionality lie with SwipeGuide. Ownership and liability for the content on the Platform lies with Customer.

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8   LIABILITY

If our Service unfortunately does not perform in accordance with this Agreement, Customer is obliged to issue a bona fide formal complaint to SwipeGuide, the Parties will endeavour to find a reasonable solution in order to resolve the issue. If, despite the bona fide efforts of the Parties to resolve the issue, Customer remains unsatisfied with the performance of SwipeGuide under this Agreement, Customer may use the Platform free of charge for a period of time. The extend of this period of time will be determined in proper consultation between the Parties.

9   MISCELLANEOUS

9.1   In the event of inconsistency between the terms of this Agreement and the SaaS Agreement, the terms of the SaaS Agreement shall have precedence over the terms agreed to in this Agreement.

9.2   This Agreement may only be amended by mutual agreement between Parties in writing.

9.3   If any provision of this Agreement shall be held by any court of competent jurisdiction to be invalid or unenforceable, (i) the invalidity or unenforceability of such provision shall have no effect upon and shall not impair the validity and enforceability of any other provision of this Agreement, and (ii) Parties shall reach agreement on the replacement of the invalid and/or unenforceable provision by a valid and enforceable provision that complies – as much as possible – with the objectives of the Parties as expressed in this Agreement.

9.4   This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assignees.

9.5   No Party hereto may assign this Agreement or any part hereof without the prior written consent of the other Party hereto. Subject to the foregoing, this Agreement shall endure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, as applicable.

10   GOVERNING LAW AND JURISDICTION

10.1   This Agreement shall only be governed by and construed in accordance with the laws of the Netherlands.

10.2   All disputes arising out of or in connection with this Agreement, including disputes concerning the existence and validity thereof, shall be exclusively submitted to the competent court in Amsterdam.

SWIPEGUIDE B.V.

A.W.G. Schneyder

Proud Founder / CEO