

## SERVICE LEVEL AGREEMENT (SERVICE LEVEL AGREEMENT)

Version 3.2 - 08/10/2021

This Service Level Agreement (SLA) establishes the terms and conditions under which Consultores Canarios de Informática, S.A. (NORAY) will provide the service to the Client according to adequate quality levels. (NORAY) will provide the service to the Client in accordance with adequate levels of quality.

This SLA shall be in force for the duration of the contractual relationship between NORAY and the Customer.

This SLA is linked to the maintenance contract signed between NORAY and the Customer for installation, training, configuration, customization and maintenance services of the application or product offered by NORAY.

Within the maintenance service of NORAY's applications or products and depending on the type of contract subscribed by the Client, we will have one of the following two options:

- **Normal maintenance contract:** includes customer service with technical support for the product from Monday to Friday (excluding holidays) in the cities of Las Palmas de Gran Canaria and Santa Cruz de Tenerife from 8:00 to 18:00 hours during the months of October to June, and from 8:00 to 15:00 hours during the months of July to September, as well as upgrades to new versions and certain training services:

a) Upgrading to new versions:

Updating to new versions, through the automatic download and installation process. The process is automatic and/or performed by the client itself. It includes documentation on the content of the upgrade, and when applicable, instructions for installation, configuration of new features and use of the new features included in the new version. In the case of Noray Htl, it also includes the BREP of Microsoft Dynamics NAV.

It does not include individualized training, adaptation of specifics, or configuration of new functionalities.

It does not include the installation of the update by Noray personnel, except in cases where it is not possible to provide an automatic or customer-performable procedure.

b) Technical support

Access to support service by telephone, email, customer portal, remote connection or other telematics means, for questions related to the use of the applications:

- Consultations and specific doubts.
- Resolution of incidents, such as error messages or operation different from expected.
- Consultations on how to install, reinstall or configure applications due to changes in the customer's equipment (but not the performance of these services).

The customer must provide the necessary means for remote access to its equipment, in accordance with Noray's instructions.

The following services are not included in the support, but can be provided by separate billing:

- Installation or reinstallation of applications on the customer's equipment.
- Configuration of the applications due to changes in the client's equipment.
- Modification of document formats, reports and definable lists.
- Individualized training.
- Support for start-up, both initial and after initial start-up.
- Consulting and training on functionality, both initially existing and coming in new versions.
- Configuration for connection to devices
- Customer infrastructure issues
- Specific developments: data collection, programming, installation, testing and training
- Consulting and analysis
- Previous studies
- Discontinued version support
- Personalized attention in our offices (by appointment)

c) Training

- Access to training materials made available to customers through the customer portal or other means.
- Attendance to webinars (seminars and online courses).

It does not include individualized training (training provided for a particular client), which can be contracted separately by the client.

- **24x7 maintenance contract:** includes the services described in the normal maintenance contract, plus a special service for the attention of critical incidents outside the hours of the normal maintenance contract, 24 hours a day, every day of the year. This contract will only be available for certain applications offered by NORAY, and in any case, the assistance is limited to critical incidents or incidents that affect the continuity of the Customer's operations, and which are:

- Hotel solution (Noray Hotel or Noray Htl) daily closing process, including Noray Htl POS functionality or Noray POS solution.
- Noray POS solution or Noray Htl POS functionality sales process
- Document printing process: Invoices of stay, Rentals and POS Tickets.
- Consultations on how to install, reinstall or configure the hotel solution due to changes in the customer's equipment (servers, PCs, devices, printers, operating systems and other elements of the customer's infrastructure). In the event that the customer requires Noray to install, reinstall or configure due to changes in the customer's equipment, these services will be billed on an hourly basis, at the extended hours rate/hour.
- Blocking of hotel solutions or those related to POS.
- Blocking of Noray Htl's "TTOO and OTAS Reservation Download" functionality.
- Incidents in the guest check-in or check-out process that prevent this function from being performed.

The 24x7 emergency service will not be provided for incidents due to lack of user training.

NORAY undertakes to attend to the incidents reported by the Customer with a response time not exceeding: 24 hours for those with low priority; 12 hours for normal priority and 4 hours for those with high priority, during working hours, proceeding to evaluate the type of incidence according to its priority and classify it as high, medium or low. The incident resolution time will depend on the complexity and criticality of the incident, remembering that:

- **Critical incidents** will be those that imply the total stoppage of the service, that affect the continuity of the Customer's operations or that may compromise the security of the same.
- **Normal incidents** will be those that do not imply the total stoppage of the service or that do not compromise the security of the service in any of its parameters.

Customer service and technical support will be provided to the Customer by means of the telephone numbers provided for each of our offices (generic and commercial: 902 440 053, Gran Canaria: 928 371 571, Tenerife: 922 243 636 and Madrid: 917 340 285), by e-mail to [soporte@noray.com](mailto:soporte@noray.com), customer portal, remote connection or other telematics means. Incidents may be resolved by means of a telephone call with technical assistance between NORAY and the Customer or by remote access connection to the Customer's system after authorization and introduction of the password provided by the Customer.

When the contract signed with NORAY does not include the purchase of licenses, but only the subscription (license for the use of the applications for a specific period of time), it is called Subscription Contract. This type of contract includes, in relation to the service provided, the same benefits as the Maintenance Contract, in addition to, as indicated above, the license for the use of the contracted application for a specific period of time. The price is established by periods (generally annual) for each application.

For applications offered in SaaS (Software as a Service) mode - henceforth referred to as Cloud - the following features are also included:

- Version update by Noray
- Hosting in Cloud servers managed by Microsoft (Azure)
- Necessary third party licenses (NAV, SQL Server)
- Service monitoring
- Backup copies

The application currently offered in Cloud is Noray Htl (Cloud mode), as well as the following functionalities of Noray Htl:

- Connection with Channel Managers
- Download TTOO and OTAS reservations
- Online booking engine

For 24x7 Subscription Contracts; the services provided will be the same as in maintenance contracts, with the exception of those derived from the contracting of the service itself.  
24x7.

### **LIABILITY LIMITED TO THE CLIENT**

According to Law 11/2021, of July 9, on measures to prevent and combat tax fraud, transposing Council Directive (EU) 2016/1164, of July 12, 2016 in its thirteenth article. Amendment of Law 58/2003, of December 17, General Tax Law in its article 29 section j.

*j) The obligation, on the part of producers, commercial labors and users, that the computer or electronic systems and programs that support the accounting, invoicing or management processes of those who carry out economic activities, guarantee the integrity, conservation, accessibility, legibility, traceability and inalterability of the records, without interpolations, omissions or alterations of which there is no due notation in the systems themselves. Regulations may establish technical specifications to be met by such systems and programs, as well as the obligation for them to be duly certified and use standard formats for their legibility."*

Therefore, it IS THE CUSTOMER'S RESPONSIBILITY to check that backups are being done normally. The software provider companies cannot check that they are done with the necessary periodicity (it is checked when they are configured the first time), since they do not have continuous access to the data. It is the customer's responsibility and they can request it from their hardware supplier.

### **NORAY recommends the following basic rules to its Customers**

- Have a backup plan.
- That the backups are performed automatically (preferably).
- That the copies are made every day. It is interesting to maintain separate copies of several days in order to have "several options" at the time of resorting to them after a loss.
- Periodically check that they are being made: check the folder where the copies are stored, check that the dates of the copy files are up to date and check that the sizes of these files are of more or less similar sizes or are growing.

Periodically duplicate the copies to an external support (USB disk, cloud storage, etc.). With this we will avoid losing the information in case of having an accident in our offices and losing all the hardware (copies included).