

## **Errantis Ab SLA (Service Level Agreement)**

This document is intended for both B2B ( Business to Business) and B2C (Business to Customer) and represents our formal *Guarantee* regarding our services and quality process, as such in order to enforce our quality process regarding our offers, it is part and intended as integration of our general terms and conditions and should be intended as non-divisible and do not replace or conflict with the aforementioned GTC the final purpose of this agreement is to ensure customer satisfaction and consistent quality as per offer/advertisement.

1.	Agreement Overview.....	1
2.	Objective & Goals.....	2
3.	Stakeholders.....	2
4.	Periodic Review .....	2
5.	Service Agreement.....	3
5.1.	Service Scope.....	3
5.2.	Customer Requirements .....	3
5.3.	Service Provider Requirements.....	3
5.4.	Service Assumptions .....	3
6.	Service Management .....	4
6.1.	Service Availability .....	4
6.2.	Service Requests.....	4
7.	Termination	
8.	Limitation of liability	
9.	Insurance and indemnification	

## Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between [Errantis Ab](#) and any person, company or entity for the provisioning of information exchange required to support and sustain the product or service.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all services covered as they are mutually understood by the stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

### 1. Objective & Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of information to our customers by [Errantis Ab](#).

The goals of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

### 2. Stakeholders

The following Service Provider and Customer will be used as the basis of the Agreement and represent the stakeholders associated with this SLA:

**Service Provider(s):** Errantis Ab (“Provider”)

**Customer(s):** (“Customer”)

### 3. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

Both parts are responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

**Business Relationship Manager:** Errantis Ab  
**Review Period:** Yearly (12 months)  
**Previous Review Date:** 2018-01-01  
**Next Review Date:** 2019-01-01

#### 4. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

##### 4.1. Service Scope

The following Services are covered by this Agreement;

- *Tours and Sightseeing*
- *Restaurant and Hospitality services*
- *Meetings, Incentives, Congresses & Events (M.I.C.E)*
- *Activities and Excursions*
- *Guiding services*
- *Transport & Transfer services*

##### 4.2. Customer Requirements

Responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval no exemption allowed.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.

##### 4.3. Service Provider Requirements

Errantis AB responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer related within the spectrum of our offers and services
- Ensure quality services
- Support for the whole duration of service

##### 4.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

## 5. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

### 5.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: 08 123456
- Mobile support 24/7: ++46(0)704184574
- [Online](#) chat support
- Email support: [support@errantis.com](mailto:support@errantis.com)
- Social media platform such as [Facebook](#)

### 5.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- 0-3 hours (during business hours) for issues classified as **High** priority.
- Within 24 hours for issues classified as **Medium** priority.
- Within 3 working days for issues classified as **Low** priority.

## 7. TERMINATION

7.1 The Client shall have the right to terminate or cancel all or part of the Services contemplated by this Agreement or any request for Services on any specific task at any time by giving Errantis Ab 30 days prior written notice of its intent to so terminate or cancel. If the Client desires to cancel or terminate any or all of Errantis Ab's activities, Errantis Ab will assemble and turn over forthwith in an orderly fashion to authorized representatives of the Client the Material, Documentation, including drafts of all write-ups, notes, and other information, materials and deliverables related to the Services.

If the Client terminates this Agreement before the end of the Initial Term, or the Renewal Term, as the case may be, it shall pay Errantis Ab only for Services satisfactorily performed and not previously paid, and any justified irrevocably obligated reasonable expenses for non-cancellable commitments, up to the effective date of termination.

- 7.2 In the event that Errantis Ab or any of its employees, agents or sub-contractors violates any of the terms of this Agreement, including the Schedules or Attachments thereto, or if Errantis Ab's employees or agents fail to perform the Services to the Client's satisfaction, the Client shall have the right to provide notice to Errantis Ab that it is terminating this Agreement forthwith with no further obligation or liability other than for payment of any Services that have, to that date, been performed by Errantis Ab to the reasonable satisfaction of the Clients.
- 7.3 The Client shall incur no liability, under this Agreement or otherwise for Services not satisfactorily performed and may request the immediate replacement of any of Errantis Ab's personnel.
- 7.4 If the Client finds Errantis Ab to be uncompetitive according to general industry standards, the Client may give Errantis Ab written notice thereof. If Errantis Ab has not remedied the deficiency within 7 days of receipt of the notice, the Client may terminate this Agreement immediately on giving written notice to Errantis Ab.
- 7.5 If Errantis Ab is in material default of its obligations hereunder, the Client may terminate this Agreement if, 10 days after giving written notice of the default to Errantis Ab, the default has not been remedied or reasonable efforts have not been undertaken to remedy it.
- 7.6 If the performance of this Agreement or any obligation hereunder, except the payment of monies, is prevented, restricted or interfered with by reason of any cause beyond the reasonable control of the affected Party, the affected Party shall, upon immediate notice to the other Party, be excused from such performance to the extent of such prevention, restriction or interference, provided that the Party so affected shall use its best efforts to resume performance hereunder with the utmost dispatch whenever such causes are removed. If such performance cannot be resumed within [NUMBER] days after the date of notice by the affected Party, then the Client shall have the right to provide notice to Errantis Ab that it is terminating this Agreement forthwith with no further obligation or liability other than for payment of any Services that have, to that date, been performed by Errantis Ab to the reasonable satisfaction of the Client.
- 7.7 If either Party becomes bankrupt or insolvent or if a petition or other proceeding is filed by or against a Party for re-organization, arrangement or relief under any law relating to bankruptcy or insolvency, or if a receiver is appointed in respect of a Party's property and assets or a substantial part thereof, or if a Party makes an assignment for the benefit of creditors or if proceedings are instituted for the liquidation or winding-up of the business or assets of a Party, then such acts shall be considered a default under this Agreement. In such event, the non-defaulting Party may, at its option, terminate this Agreement upon providing notice in writing to the other Party hereto. This agreement, once such notice is given, shall be terminated forthwith with no further obligation or liability other than for payment of any Services that have, to that date, been performed by Errantis Ab to the reasonable satisfaction of the Client.

## 8. LIMITATION OF LIABILITY

- 8.1 Errantis Ab, in providing Services pursuant to this Agreement, shall not be responsible or liable for any acts, errors, omissions, delays, missed connections, accidents, losses, injuries, deaths, property damage, or any indirect or consequential damages resulting therefrom, which may be the result of action, inaction, default or insolvency of any airline, hotel, car supplier, other third party goods or service suppliers except in the case of negligence or misconduct by Errantis Ab. Errantis Ab does not give any representation or warranty with respect to any aspect of any third party supplier's services. In the event of a supplier's default with respect to all or any part of such supplier's services, The Client's sole recourse shall be with the supplier, and shall be subject to said supplier's own terms and conditions.
- 8.2 In no event and under no circumstances shall either Party be liable for any indirect, incidental, consequential or special damages, including, without limitation, loss of revenue or loss of profits, for any reason whatsoever arising under this Agreement, whether arising out of breach of warranty, breach of condition, breach of contract, tort, civil liability or otherwise.
- 8.3 In all events, Errantis Ab's absolute liability under, or in any way related to this agreement, whether arising out of breach of warranty, breach of condition, breach of contract, tort or otherwise, shall be limited to the money value of the fees earned by Errantis Ab under this Agreement.
- 8.4 Errantis Ab's liability for negligence, breach of this Agreement or any other claim in damages and losses shall not exceed the total amount owed to the Client by Errantis Ab under this Agreement at the time of the breach.

## 9. INSURANCE AND INDEMNIFICATION

- 9.1.1 During the term of this Agreement, Errantis Ab shall procure and maintain comprehensive general liability insurance, which shall include blanket broad form contractual liability coverage, with limits of not less than 100.000 Sek (onehundrethousandsswedishcrowns) all also procure and maintain worker's compensation insurance in accordance with relevant provincial/state statutory limits, employer's liability insurance with a limit of not less than 50.000 Sek (fiftythousandsswedishcrowns) per occurrence

Automobile & ground transports liability insurance covering all owned, hired and non-owned automobile equipment with limits of not less than [onemilionswedishcrowns] ([1.000.000 Sek]) per occurrence for bodily injury, death and property damage, combined single limit, professional liability insurance (errors & omissions) with a limit of not less than [threehundredthousandsscswedishcrowns] ([300.00 Sek]) annual aggregate and excess liability

- 9.1.2 Umbrella insurance with a limit of not less than 500000Sek (Fivehundredthousandswedishcrowns) annual aggregate. Errantis Ab shall, at the Client's request, provide Italia DMC Srl with certificate(s) of insurance evidencing any such coverage described in this Subsection. The Client shall require all of Errantis Ab's subcontractors retained in connection with this Agreement, if any, to provide the aforementioned coverage as well as any other coverage the Client may consider necessary.
- 9.3 The Client will indemnify, defend and hold harmless Errantis Ab and its affiliates, and their employees, directors, officers, agents and contractors, against and from any losses, claims, proceedings or investigations arising out of or in connection with a breach of this Agreement by Errantis Ab, including, without limitation, attorney fees, amounts paid in settlement of claims, proceedings or investigations, except to the extent that such claim is due to the negligence or willful misconduct of Errantis Ab.
- 9.4 Errantis Ab shall be solely responsible for any personal injury or property damage or loss suffered by it or its employees or agents in the course of carrying out any duties under this Agreement. The Client shall not obtain any workers' compensation or insurance concerning Errantis Ab or any of its employees or Associated Staff. Errantis Ab shall comply with workers' compensation laws and where applicable shall provide the Client with a certificate of workers' compensation insurance.
- 9.5 Without restricting the generality of anything contained herein, Errantis Ab warrants that its Associated Staff and those of its sub-contractors and any other parties over which it may exercise control, will, in the performance of the Services described herein, strictly adhere to all applicable federal, provincial, municipal and local law and regulations including, but not necessarily limited to, those pertaining to the environment and health and safety as well as to Errantis Ab's internal rules and policies. In the event of any breach of this warranty, the Client will indemnify, defend and hold harmless Errantis Ab and its affiliates, and their employees, directors, officers, agents and contractors, from any claims, losses, damages, awards, judgments or prejudices (including attorney fees), which may be sustained as a result of any such breach.

For Errantis AB  
Ceo David Zaza

Date 2018/01/01

Signature \_\_\_\_\_