



Service Level Agreement

Last Updated: 2024-02-01

1. Introduction

During the Term and subject to Customer accepting an Order Form incorporating the applicable [Nitro's Terms of Service](#) ("**Terms of Service**"), Customer is entitled to: (a) access to Nitro's [Support Center](#) via Nitro's website; and (b) Support in accordance with the applicable Support Model and subject to this Service Level Agreement ("**Service Level Agreement**" or **SLA**").

2. Definitions

The following capitalized terms have the following meanings whenever used in this SLA.

"Completed Incident Report" means a report completed by Customer, including the minimum required information as outlined in this SLA, and submitted via the web ticketing system located at <https://www.gonitro.com/support>, and received by Nitro;

"Customer Fault" means an incident caused by, relating to or arising as a result of (i) Customer's or its User's negligent, improper use, misapplication, abuse or misuse of the Services, (ii) use of the Services by Customer or its Users in a manner that is not permitted or inconsistent with the Documentation, (iii) any modification or addition to the Services or the configuration of the Services that is performed without prior written consent of Nitro, (iv) the use of incorrect data or incorrect integration, (v) the failure of any hardware and/or any software not provided by Nitro, (vi) the incorrect installation of a New Version or any maintenance, update, fix, improvement, or other modification or alteration of the Services (vii) any use by Customer or its Users of any third-party products or services that Nitro has not provided, or caused to be provided, to Customer (viii) any use of a version of the Services listed in Nitro's Sunset Policy;

"Emergency Downtime" means downtime as determined by Nitro at its sole discretion to be required for emergency maintenance or assessment;

"Incident" means a malfunction of the Service to operate in all material respects in accordance with the Documentation which can be reproduced by Nitro and excludes any such malfunctions related to a Customer Fault;

"Out of Scope Support Requests" means any customer support requests related caused by, relating to or arising as a result of (i) professional services offered by Nitro or third parties, or (ii) on Customer Faults;

"Response Time" means the estimated time (dependent on the relevant Support Model) between a Completed Incident Report being submitted by Customer until Nitro's written acknowledgement of receipt of the Completed Incident Report by Nitro including confirmation by Nitro that the information provided is sufficient for Nitro to understand and investigate the reported Incident;

"Scheduled Maintenance" means time that is scheduled by Nitro for maintenance;



“**Supported Versions**” means the most recent major New Version and the previous major New Version (N-1) of the Service;

“**Support Model**” means the support model corresponding to the Services used by the Customer.

“**Uptime**” means the Cloud Services are available for access and use by Customer and its Users over the Internet and operating in material accordance with their Documentation.

Words that are capitalized but not defined in this SLA shall have the meaning given to such terms in the applicable Terms of Service.

3. Customer's Support Responsibilities

- 3.1. Before creating a Completed Incident Report, the Customer shall use reasonable efforts to verify any Incident encountered by the Customer or the Users.
- 3.2. Customer agrees that any Out of Scope Support Requests are not covered by this SLA and are subject to Nitro and Customer first agreeing to the scope and provision of such support and the applicable additional fees to be paid by Customer.
- 3.3. Customer represents and warrants that Completed Incident Reports (including any documentation attached) will not contain Confidential Information, Personal Data (other than the contact details for the Primary Support Contact), or any other sensitive information.
- 3.4. Customer shall notify Nitro of Incidents by using the web-based ticketing system provided by Nitro at <https://www.gonitro.com/support> and Customer shall include, at a minimum, the following information:
 - a. the contact details of the person responsible for liaising with Nitro with respect to the Incident and who has the necessary knowledge and availability to assist Nitro in Nitro’s provisions of the Support (“**Primary Support Contact**”);
 - b. the perceived impact on Customer’s business or operations;
 - c. all other relevant information Nitro may ask in a submission form as made available via Nitro’s web based ticketing system in order for Nitro to understand the Incident.
- 3.5. Customer acknowledges and consents to Nitro providing Support to Customer and its Users remotely, including by means of telephone or internet telephony, and if applicable over the internet through the use of Remote Access Software that Nitro may require the Customer to install on the Customer’s computer system(s) (the “**Remote Services**”) to assist in analyzing and resolving any Incident reported by Customer in a Completed Incident Report. Customer agrees that Customer and its Users shall give Nitro access to such customer systems to install and use remote access software necessary for Nitro to provide the Remote Services to Customer (the



"Remote Access Software"). The Remote Access Software contains technological measures designed to collect and transmit to Nitro certain diagnostic, technical, usage, and related information, including information about the Customer computer system(s) and any third-party products relating to, or derived from, Customer's use of the Services. Customer represents and warrants it will not share with Nitro any Confidential Information, Personal Data, or any other sensitive information when Nitro is providing Support.

4. Nitro Support Obligations

- 4.1. During the Term and subject to Customer adhering to the terms of the applicable Terms of Service (including without limitation all payment obligations) and this SLA, Nitro shall use commercially reasonable efforts to provide Customer support (in English language only) for Incidents in accordance with the relevant Support Model below for all Supported Versions of the Services used within Customer's production environments only, excluding any Out of Scope Support Requests.
- 4.2. Upon the receipt of a Completed Incident Report, Nitro shall use commercially reasonable efforts to further investigate the origin of the Incident and determine if the Incident is caused by the Services or due to a Customer Fault and Nitro shall determine in Nitro's sole discretion the priority level of the Incident and adhere to the relevant Support Model below:

Nitro Pro					
Support Model	Standard		Business		Enterprise
Eligibility	Customers with a perpetual license agreement or an active single license subscription		Customers with an active subscription to 2-19 licenses or an active VIP support maintenance contract add-on.		Customers with an active subscription to 20+ licenses
Support	License activation & P1 Incident support only. Access to Nitro's Support Center		P1-P4 Incident support. Access to Nitro's Support Center	Incident to	P1-P4 Incident support. Access to Nitro's Support Center



Target First Response Time	N/A Standard Support does not include specific Response Times, but Nitro will provide Support based on	Within 1 Business Day	Within 4 hours during a Business Day
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Target Update Frequency	N/A	P1: Every 4 hours during Business Days P2/P3: Every 24 hours during Business Days P4: Every 72 hours during Business Days	P1: Every 4 hours during Business Days P2/P3: Every 24 hours during Business Days P4: Every 72 hours during Business Days
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Supported Devices	Nitro Pro Nitro PDF Pro, Nitro Sign Essentials	Nitro Pro, Nitro PDF Pro, Nitro Sign Essentials, Nitro Sign Advanced, Nitro Admin Portal, Nitro Analytics	Nitro Pro, Nitro PDF Pro, Nitro Sign Essentials, Nitro Sign Advanced, Nitro Admin Portal, Nitro Analytics
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Support Hours	24 hours a day, 7 days a week, 365 days a year	24 hours a day, 7 days a week, 365 days a year	24 hours a day, 7 days a week, 365 days a year
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Nitro Sign Premium and Nitro Identity Hub

Support Model	Standard
Eligibility	Customers with an active subscription
Support	P1-P4 Incident support. Access to Nitro's Support Center
Target First Response Time	P1: Within 2 hours during a Business Day P2: Within 4 hours during a Business Day P3: Within 1,5 Business Days P4: Within 10 Business Days
Target Update Frequency	P1: Every 2 hours during a Business Day P2: Every 4 hours during a Business Day P3: Weekly P4: Email notification (if necessary)
Supported Devices	Nitro Sign Premium, Nitro Identity Hub
Support Hours	During Business Days (9.00 a.m. to 5.00 p.m. (CET))

The priority levels in this SLA are defined as follows:

“Priority 1 Incident” or “P1” means the Service is not available for all Users or, the Service produces errors with a direct material impact on all Users.

“Priority 2 Incident” or “P2” means the Service is operational for the majority of Users however, it functions solely by: (a) material efforts performed by the Customer/Users, (b) material additional costs incurred by the Customer or; (c) having serious restrictions on the functionalities of the Service.

“Priority 3 Incident” or “P3” means the Service is operational but has certain limitations in functionality for the Users.



“**Priority 4 Incident**” or “**P4**” means the Service is operational, but anomalies are identified with regard to the Documentation provided by Nitro. The anomaly has a minor impact on Users.

5. Availability of Cloud Services

For the purpose of this Section 5, Nitro Sign Premium and Nitro Identity Hub are considered Cloud Services.

- 5.1.** Nitro’s target objective for Uptime is 99.5% as measured in the total number of minutes that the Cloud Services have Uptime for Users in a given calendar month during the Term, excluding unavailability as a result of any of the Uptime Exceptions (“**Cloud Services Availability**”).
- 5.2.** For For purposes of calculating the Cloud Services Availability, the following are exceptions to Cloud Services Availability and the Cloud Services will be not considered unavailable nor any service level failure will be deemed to occur in connection with any failure to meet the Cloud Services Availability or the impaired ability of Customer or its Users to access or use the Cloud Services that is due, in whole or in part, to any:
- a) Customer Fault;
 - b) Force Majeure event;
 - c) Scheduled Maintenance;
 - d) Emergency Downtime;
 - e) Internet connectivity issues of Customer or its User(s);
 - f) Failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Nitro;
 - g) Any disabling, suspension, or termination of the Services by Nitro in accordance with the Agreement.
- (each an “**Uptime Exception**” and collectively “**Uptime Exceptions**”)

6. Sunset Policy

Nitro may at its sole discretion cease to support, maintain and/or provide legacy versions of the Services as per its [Sunset Policy](#).

