

SERVICE LEVEL AGREEMENT (SLA)

Introduction

This document presents the Service Level Agreement (“SLA”) between Efact S.A.C. and the Client to document:

- The services offered by Efact in accordance with the agreed service contract
- Response times, availability and maintenance associated with the service
- Efact’s responsibilities as provider of the service
- The responsibilities of the Client receiving the service

Scope

The details of the service are established in the service contract, specifically in the commercial proposal section or annex, for which Efact will provide a service. The service is governed by a service-oriented approach, whose quality is to be measured by the parameters in this SLA.

This SLA includes both the parameters of the service as well as the support for the management and resolution of support tickets and incidents during the duration of the service.

The scope of the service does NOT cover the resolution or attention to incidents on applications and services that are not defined within the service contract, nor does it cover problems related to the Client’s LAN or WAN network, operation of its ERP and invoicing systems, systems and internet connectivity of national Tax Administrations and other third parties outside the control of Efact nor the response times of national Tax Administrations and third parties to respond to support requirements.

Description of services offered

The services offered are described in the service contract established between Efact and the Client, specifically in the commercial proposal.

Start of the production period

The start date of the production period from which this SLA is applied is counted from the date that the agreed services have been provisioned by Efact.

Responsibilities

Efact’s responsibilities

Efact will provide the necessary technology and support for its electronic invoicing service, as well as:

- Comply with response times associated with the priority assigned to incidents and service requirements.
- Provide at least 72 hours notification to the Client Notify the Client of all planned maintenance before any planned service interruption.
- Document the services provided in the commercial proposal and the service contract.

- Establish and maintain appropriate documentation to resolve any future incidents.
- Maintain appropriately trained personnel to ensure the compliance with the contracted level of service.

Client's responsibilities

The Client's responsibilities and/or support requirements under this agreement include:

- Carry out the process established for service requests and reporting of incidents.
- Use the Help Desk service as the only official communication channel between the Client and Efact for attention of requests and problems regarding the service provided by Efact.
 - Any contact initiated by the Client that is not channeled through the Help Desk will not be measured under this SLA.
 - The support response time is measure from the moment the Client initiates a service ticket through Efact's Help Desk, either by sending an email to mesadeayuda@efact.pe or by calling +51 1 617-1616. The Help Desk is available 24 hours of the day, 365 days a year, or according to the level of support contracted.
- Provide all necessary information and facilities to Efact's support staff regarding the incident.
- The person who opens the service ticket with the Efact's Help Desk must be an authorized individual in charge, with whom Efact's staff should channel the attention.

Support hours and response times

For all requests, Efact's goal is to have an assigned professional with the appropriate skills to resolve the incidents/requirements within the solution times reflected in this document, measured from the time of opening of the service ticket in the Help Desk.

Support hours for customer service

For general customer service inquires and for technical support for incidents related to Efact's systems and services, Efact's Help Desk has the following schedule:

- Monday through Sunday including holidays (24x7), 365 days a year.

The schedule is maintained as mentioned in the upper lines, except for planned maintenance periods that will be communicated at least 72 hours in advance.

Support hours for technical support and assistance

The Client must channel all inquiries and incidents through Efact's Help Desk, after which a technical support staff member will be assigned to analyze and resolve the issue. Efact will likewise communicate the final conclusion through the Help Desk system.

If the issue is attributable to the services or functionalities provided by Efact, the total cost of the support will be assumed entirely by Efact. Otherwise, where the diagnosis detects problems with the Client's systems, or with sources not associated with Efact's systems and platform, an invoice will be issued at the cost of USD 42.00 + taxes for each hour or fraction used to diagnose and conclude the support inquiry.

Technical support staff is available according to the service level contracted by the Client:

Standard SLA

Technical support is available during office hours, Monday through Friday from 09:00 hours to 18:00 hours in the UTC-5 time zone, excluding weekends and holidays.

Extended SLA

Technical support is available 24 hours a day, 365 days a year, including weekends and holidays.

Response times and resolutions

The maximum allowed response time for incidents reported to Efact's Help Desk is according to the severity assigned to each incident at the time of its reporting. The assigned severity is established based on urgency and impact.

IMPORTANT: Response time is understood as the time elapsed between the Client initial communication to request support and until a member of Efact's support staff communicates back to initiate incident resolution.

The response times according to severity levels are detailed in the following table:

IMPACT	DEFINITION	MAX. RESPONSE TIME
Critical	Service unavailable. Customer cannot operate.	30 minutes
Medium	Service operational, but in a degraded manner. Medium impact that potentially could make operation difficult.	2 hours
Low	Technical help and/or use. All tasks are carried out normally, and quality of the customer's service unimpacted.	24 hours
Planned	Implementation of a change requests (RFC) that are not urgently required. Tasks are carried out normally.	Planned

Solution time is the time elapsed from the response to an incident and until the incident is resolved and the ticket is closed. The solution time depends on the complexity of the incident.

Penalties

Efact will reimburse the Client 5% of the monthly invoicing of the variable cost for every 30 minutes that the service is not available (not counting any allowed scheduled maintenance of the system), with up to 100% of the invoiced value that month

In addition to the aforementioned, the Client will have the right to request the application of the aforementioned penalty unless:

- Efact can justify that the delay in answering the Client's call was due to causes beyond its control (force majeure), and/or
- The Client failed to deliver the necessary information for the resolution of the problem or incident within the deadlines established during the review.

Confidentiality and service continuity

Confidentiality refers to the information that provided to Efact by the Client in relation to any incident resolution, either orally or in writing and, in the latter case, is contained in any type of document.

Efact will only use the information provided by the Client for consultations, troubleshooting and/or incident management related to the service, committing to maintain the strictest confidentiality regarding said

information, secrecy to its employees, associates and any individual or organization who, due to their relationship with Efact, must have access to said information for the correct fulfillment of Efact's obligations towards the Client.

Service continuity

The measures to guarantee the continuity of the service are documented in Efact's Information Security Management System (ISMS) and are periodically reviewed and updated internally by Efact as well as by external auditors as part of our ISO/IEC 27001 certification. The measures implemented by Efact to ensure the continuity of the service include at least:

- The maintenance of a backup infrastructure;
- Secure storage of all information in our infrastructure for a certain period of time according to the established in the service contract;
- Maintenance of reasonable redundancy of networks and platforms in more than one datacenter with load balancing and failover in case a datacenter fails.

Changes

Efact will provide the Client with at least 30 days notice of any changes to this SLA. The SLA in force at any time is the SLA published on Efact's website www.efactglobal.com.