

## Service Level Agreement

### For Commercial and Professional Use

01-JAN-2024, version 1.00

#### Article 1: Applicability

1. This ProSim Service Level Agreement (hereinafter: SLA) forms an integral part of the Support Subscription Agreement (hereinafter: Agreement) concluded between Customer and ProSim.
2. The End User Licence Agreement (hereinafter: EULA) and Terms and Conditions for Commercial and Professional Use, or, the ProSim FMS Trainer Terms and Conditions, contained in the Agreement (Annex A), shall be fully applicable to the provision of services following this SLA.
3. If and insofar any provision of this SLA conflicts with any provision in the EULA and/or Terms and Conditions, the provision contained in this SLA shall prevail.

#### Article 2: Duration

1. The SLA shall commence on the date the Agreement enters into force and will end once the Agreement is terminated (for whatever reason).

#### Article 3: Scope

##### 1. Product Updates

Any Update to the Products made available by ProSim for the applicable User Licence during the validity of the Support Subscription for that User Licence. Updates will be made available on a regular basis at ProSim's discretion. The Customer is responsible for the compliancy in case of any qualification/certification applicable.

##### 2. Navdata

For the Professional and FMS Trainer User licences, Navdata is published by Lufthansa Systems GmbH & Co. KG (hereinafter: Lufthansa) and licensed / distributed to Customer by ProSim. ProSim is not responsible to any changes nor updates to any Navdata of Lufthansa. If Navdata is provided by ProSim, it is provided in the state as delivered by Lufthansa 'as is', therefore, with all visible and invisible errors.

##### 3. Support Services

- a. Support Services are limited to the pure installation and configuration of the Products. Support Services do explicitly not include any activities related to hardware installation and configuration, any network or computer configuration, any configuration of peripheral software or integration with other systems.
- b. ProSim will provide Support Services to Customer at its own expense, if it judges at its own discretion, that Customer has requested Support Services as result of demonstrable impediments in its Products.

ProSim Training Solutions B.V.  
Address: Rotterdamseweg 388D  
2629 HG Delft  
The Netherlands

Website: [www.prosim.aero](http://www.prosim.aero)  
Email: [info@prosim.aero](mailto:info@prosim.aero)  
Phone: +31-(0)85-8770808  
Chamber Commerce: 86848046

Bank name: Rabobank  
IBAN: NL03RABO0318920093  
BIC: RABONL2U  
VAT number: NL864113067B01

## Article 4: Support Levels

### 1. Support Level matrix

Support Level	Ticket Priority Level	Support Time Support Time Window and Time Zone	MTTR	Yearly allowance of support hours		
				FMST	Commercial	Professional
Bronze	P1	09:00 – 17:00 CET week days	Best effort	2	4	8
	Other	09:00 – 17:00 CET week days	Best effort			
Silver	P1	08:00 – 20:00 CET week days	16 hours	N/A	8	16
	Other	09:00 – 17:00 CET week days	Best effort			
Gold	P1	08:00 – 00:00 local time all days	4 hours	N/A	16	40
	Other	09:00 – 17:00 CET week days	Best effort			
Platinum	P1	24/7	Custom	N/A	40	40
	Other	09:00 – 17:00 CET week days	Custom			

#### Table explanation:

##### a. Support Level

Listing of the offered Support Levels.

##### b. Ticket Priority Level

The Ticket Priority Level will depend on the nature of the Support Ticket. ProSim has the right to categorize Support Tickets as Ticket Priority Level 1 (P1) or any other level (non-P1). A Support Ticket will only be categorized as Ticket Priority Level 1 (P1) in case of Aircraft on Ground (AOG). In any other situation level Other (non-P1) applies. The Ticket Priority Level may be changed by ProSim.

##### c. Support Time, Support Time Window and Time Zone

The Support Time, Support Time Window and Time Zone within which ProSim is available for providing Support Services. Local time means the local time zone of the Customer.

##### d. Mean Time To Respond

While ProSim endeavours to process and resolve every Support Ticket as soon as possible, the Mean Time To Respond (MTTR) is the average time between registration of a support ticket and ProSim's response to this support ticket within the applicable time zone and applicable Support Time Window.

##### e. Yearly allowance of support hours

The yearly allowance of Support Services hours included per Support Level and Product type. FMST stands for the Personal FMS Trainer, Commercial and Professional are Licence Types of the Professional Simulator Suites.

### 2. Platinum Support Level

For the Platinum Support Level Parties may agree on custom Mean Time To Respond values as well as on resolve times, the latter is not guaranteed under any other Support Level. Any custom arrangements are valid in so far these are defined in the Support Subscription Agreement.

### 3. FMS Trainer

Personal FMS Trainer Licence Types are subject to Bronze Support Level, Support Time Windows and Mean Time To Respond. Other FMS Trainer Licence Types are applicable to Professional Bronze Support Levels, Support Time Windows and Mean Time To Respond.

### Article 5: Contact

1. Any support requests shall be initiated with ProSim by creating a support ticket in the online ProSim Support Centre via the following link: <https://support.prosim.aero>  
After the initial support ticket creation, any follow up communication about support tickets from and to the Customer shall take place using the ProSim Support Centre.
2. Phone and email Support Services is not available, unless stated otherwise in the Support Subscription Agreement.

### Article 6: Other

1. ProSim may amend this SLA as it deems necessary. All changes will be communicated to Customer at least 30 days before they take effect.
2. ProSim is entitled to appoint five (5) days per year during which Support Services will not be delivered and/or guaranteed to be available. The relevant data are available to Customer in the ProSim Support Centre.