

SERVICE LEVEL AGREEMENT

SOTI One Platform

A) Introduction

1. This Service Level Agreement ("SLA") is incorporated by reference and forms part of the End-User License Agreement or Master License Agreement (the "EULA") between SOTI and the Licensee. "SOTI" and "Licensee" shall mean the specific SOTI entity and Licensee entity that are Parties to the applicable EULA.
2. Capitalized terms used but not defined in this SLA shall have the meaning provided in the EULA. If there is a conflict between the terms of the EULA and this SLA, the terms of this SLA shall prevail.

B) Scope and Purpose

1. This SLA outlines the service level commitments for all licensed users of the Product(s).
2. The purpose of these commitments is to ensure a high standard of customer support and transparent communication regarding the handling of issues that may arise during the operation of the Product(s).

C) Service Level Commitments

1. SOTI provides service level commitments with respect to:
 - a) hosted and managed services, in accordance with the terms set out in Appendix "A"; and
 - b) Support Services, in accordance with the terms set out in Appendix "B".

D) Exclusions

1. The following are **excluded** from the scope of this SLA:
 - a) support for custom integrations or modifications that SOTI does not provide or perform;
 - b) standby or monitoring services for potential or hypothetical issues;
 - c) onsite support unless specifically agreed upon in an Order; or
 - d) issues caused by third-party software, hardware, products or services.
2. SOTI may, in its sole discretion, provide recommendations or offer Licensee to engage SOTI under a separate professional services agreement for issues that are outside of the defined scope.

E) Miscellaneous

1. **Updates and Amendments.** SOTI reserves the right to modify this SLA at its discretion to reflect changes in business processes, service enhancements, product offerings, or regulatory requirements. Licensee will be notified of any material changes with at least 30 days' advance notice (notification on SOTI's website shall constitute notice).
2. **Governing Law:** This SLA shall be construed in accordance with the laws and subject to the dispute resolution procedures as agreed between both Parties in the EULA.

3. **Language:** In the event SOTI or another party has provided this SLA with a translation from the English language to another language, the Licensee agrees that: (a) such translation is provided for convenience only; (b) the English version of this SLA governs the relationship between SOTI and the Licensee; and (c) if there is any conflict between the English version of this SLA and the translated version, the English version shall take precedence. All disputes under this SLA shall be resolved in the English language.
4. **Severability:** If any provisions of this SLA are found to be invalid or unenforceable to any extent, then the invalid portion shall be deemed conformed to the minimum requirements of law to the extent possible and all other provisions of this SLA shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

APPENDIX "A"

SOTI Hosted Services Commitment

A) Hosted Services Overview

1. SOTI and Licensee may agree in an Order for SOTI to host Licensee's instance(s) of the Product(s) in SOTI's cloud environment (each a "**Licensee Cloud Instance**").

B) Service Level Commitment

1. SOTI endeavours to provide 99.9% Availability for each Licensee Cloud Instance. "**Availability**" means the percentage of a particular calendar month (founded on twenty-four (24) hour days for the number of days within the subject month) that the Licensee Cloud Instance is available for access by the Licensee. The % of Availability in a given calendar month is calculated as follows: $((n - y) * 100)/n$

"n" = the total number of hours in a given calendar month

"y" = the total number of hours the Licensee Cloud Instance is not available for access by the Licensee in a given calendar month

The calculation of % Availability will be prorated in any month in which the Licensee Cloud Instance commences on a day other than the first day of the month.

2. If the Availability of a Licensee Cloud Instance is less than 98% (the "**Availability Commitment**"), SOTI shall credit the Licensee five percent (5%) of the Licensee's monthly license fee received by SOTI for the affected Licensee Cloud Instance (the "**Monthly License Fee**") for each one (1) hour that Availability is less than the Availability Commitment (a "**Credit**"). In no event shall a Credit exceed 50% of the Monthly License Fee applicable to such Credit.
3. Credit eligibility is subject to the restrictions set out in Schedule 1 to this Appendix A.

C) Credit Request and Payment Procedures

1. To request a Credit, Licensee must submit a message to SOTI's customer portal (the "**Customer Portal**") for premium and enterprise customers, or a webform message (<https://soti.net/services/log-a-case/>) (the "**Webform**") for all other customers ("**Credit Request**"). The message must include the subject "Credit Request for Cloud Instance". Licensee must submit a Credit Request within ten (10) business days after the period of the alleged Availability incident to be eligible for a Credit.
2. Each Credit Request must include the most recent invoice number with respect to the applicable Licensee Cloud Instance(s), and the dates and duration of the interruption to such Licensee Cloud Instance(s).
3. If SOTI confirms an Availability Commitment shortfall as alleged in a Credit Request, the applicable Credit (as calculated by SOTI) will be made available to Licensee within sixty (60) days after SOTI's confirmation.
4. Credits are not refundable and can be used only towards future billing charges incurred by the Licensee (or an Authorized Partner acting on behalf of Licensee) for Product(s) and/or Support Service(s). Credits are exclusive of any applicable taxes charged to the Licensee or collected by SOTI and are the Licensee's sole and exclusive remedy with respect to any failure or deficiency of Availability. Failure to submit a Credit Request in accordance with this Section will result in the forfeiture of any Credit.

Schedule 1 to Appendix A**Exceptions to Availability Commitment**

SOTI will not be considered to have fallen below its Availability Commitment and Licensee shall not be eligible to receive any Credits in connection with any Availability shortfall caused by or associated with:

1. Force Majeure:

- a) Circumstances beyond SOTI's reasonable control, including, but not limited to, civil insurrection, riot, labor or transportation strikes, fire, storm, flood, earthquake, volcanic eruption, explosion, war, embargoes, acts of God, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software or hardware (including, but not limited to, ecommerce software, payment gateways, chat, statistics or free scripts), acts of government or any agency thereof, or judicial action.

2. Connectivity and Access Failures:

- a) Problems with access circuits to the Licensee Cloud Instance, unless caused solely by SOTI; or
- b) Browser or DNS related issues, including caching that may cause the Licensee Cloud Instance to appear inaccessible even though it is still accessible by third parties.

3. Licensee-related Issues:

- a) Licensee's inability to access the applicable Licensee Cloud Instance due to a failure of Licensee's computer systems, Licensee's third party Internet service provider, or other circumstances within Licensee's control, including Licensee's implementation of any of its own VPN configurations or any other of Licensee's own network connectivity issues/configurations;
- b) Device operating systems, configurations by OEM, or other device manufacturer related issues; or
- c) False service contract breaches reported because of Licensee's acts or omissions (or acts or omissions of others engaged or authorized by Licensee), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, ASP, Ruby, PHP, Python etc.), any negligence, willful misconduct, or use of the Licensee Cloud Instance in breach of the EULA.

4. Maintenance and Upgrades:

- a) Unless the Parties agree otherwise, scheduled maintenance and/or upgrades of up to four (4) hours per month between the hours of 9:00 PM and 5:00 AM (in the time zone for the hosting location of the Licensee Cloud Instance);
- b) Unless the Parties agree otherwise, emergency maintenance and/or upgrades of up to one (1) hour per month outside the hours specified in (a); or
- c) Emergency maintenance and/or upgrades required by circumstances outside SOTI's reasonable control.

5. Third-party Services

- a) Outage or degraded performance of third-party push notification services;
- b) E-mail or webmail delivery/transmission issues; or
- c) Outages elsewhere on the Internet that hinder access to the Licensee Cloud Instance.

APPENDIX "B"

SOTI Support Services Commitment

A) Support Services Overview

1. SOTI offers the following Support Services to its customers, depending on each Licensee's specific needs and license quantity:
 - i. **Standard Support:** Coverage during local business hours in the time zones for the Licensee's applicable region (as described in Section A(3) below), 9:00 AM - 5:00 PM, Monday to Friday, excluding statutory holidays in the applicable region (the "**Hours of Operation**");
 - ii. **Premium Service:** 24/7/365 multilingual support, faster response times, Customer Portal, Advanced Support Team;
 - iii. **Premium Plus Service:** Premium Service with additional software components;
 - iv. **Enterprise Service:** 24/7/365 multilingual support, fastest response times, Customer Portal, Technical Account Manager, dedicated Support engineers; and
 - v. **Enterprise Plus Service:** Enterprise Service with additional software components.

For a comprehensive overview of SOTI's Support Services, please refer to SOTI's Support Page ([SOTI Premium Service & SOTI Enterprise Service | Proactive Support](#)).

2. The Support Services for each Licensee must be agreed in an Order formed between the Licensee and SOTI (or SOTI's Authorized Partner, as applicable).
3. The regions, time zones and contact information for Support Services are as set out in Schedule 1 to this Appendix "B". The Support Services region for any given Licensee is determined based on the "ship to" address of the Licensee. If the Licensee's "ship to" address is not within a time zone set out in Schedule 1 to this Appendix "B", the closest time zone set out therein shall apply.

B) Issue Response Protocol

1. Upon receiving a report of a Product(s) issue (an "**Issue**") from Licensee or an authorized representative of Licensee (a "**Support Request**"), SOTI will categorize the Issue according to the classifications set out in Schedule 2 to this Appendix "B" (the "**Severity Classification**"). SOTI will only respond to active Issues, rather than speculative, hypothetical or anticipated concerns.
2. Upon receiving a properly completed Support Request, SOTI will respond to each Issue in accordance with the following process:
 - i. **Step 1:** SOTI will provide an initial intake response acknowledging the Issue.
 - ii. **Step 2:** SOTI will provide an initial update regarding the Issue, which may include additional information requests. If SOTI requests additional information, Licensee shall cooperate with SOTI and provide all reasonably requested information.
 - iii. **Step 3:** SOTI shall provide a "**Resolution**", meaning: (i) the Issue is corrected; or (ii) a work-around has been identified and implemented; or (iii) for medium or low priority problems, a work-around has been determined and an implementation plan communicated to Licensee.

C) Service Level Commitment

1. The service commitment for Step 1, Step 2 and Step 3 are set out in Schedule 3 to this Appendix “B” (the “**Support Services Commitment**”).
2. If SOTI is unable to provide a Resolution in accordance with the Support Services Commitment, then Licensee may, at its option, terminate the Order (or applicable portion of an Order, as applicable) for the specific Product(s) that are the subject of the unresolved Issue. Licensee’s termination right is subject to Licensee complying with its obligations under Section D below. The remedies set forth in this section are Licensee’s sole and exclusive remedy for any failure to achieve the Support Services Commitment.

D) Licensee Obligations

1. To ensure efficient Resolution of Issues, Licensee must:
 - i. Report incidents thoroughly and accurately through SOTI designated communication channels.
 - ii. Provide detailed descriptions of the Issue(s), including detailed steps to reproduce the Issue.
 - iii. Allocate necessary resources to assist SOTI in diagnosing and resolving Issue(s).
 - iv. Regularly maintain and update their Product(s) to the latest supported versions.
2. Failure to comply with these obligations at any stage of the process may result in delays or an inability to produce a Resolution for reported Issues. Licensee acknowledges that such noncompliance means that: (a) SOTI is not liable for any inability to produce a Resolution for the Issue; and (b) Licensee is not entitled to any remedies under this SLA with respect to the Issue.

E) Support Services Restrictions

1. SOTI’s obligation to provide Support Services under an Order shall not apply in the following circumstances:
 - i. devices have been modified to alter functionality or capability of the operating system;
 - ii. devices that contain customized firmware or modified versions of standard operating systems;
 - iii. components of the Product(s) that are modified by third party components, unless explicitly approved by SOTI;
 - iv. incidents where Licensee has performed upgrades or migrations outside the approved upgrade path; or
 - v. the applicable Product(s) is being used in a manner or for a purpose that is not in accordance with the Documentation or prohibited under the EULA.

F) Maintenance, Updates and Upgrades

1. The release of updates, upgrades, and modifications to the Product(s) and the timing of their release are at SOTI’s sole discretion.
2. SOTI shall provide bug fixes solely to the most updated version of the last two (2) major releases (i.e. the current and the immediately preceding major releases) of the Product(s).

Schedule 1 to Appendix B

Support Services: Regional Contacts

Licensee's Region	Time Zones	Contact Information
Americas	EST/EDT CST/CDT MST/MDT PST/PDT	Primary Phone: +1-905-624-9828 Webform: https://soti.net/services/log-a-case/
Europe	GMT/BST CET/CEST	Primary Phone: +44 1212892523 Webform: https://soti.net/services/log-a-case/
Middle East North Africa	GST EET/EEST	Primary Phone: +48 665702116 Webform: https://soti.net/services/log-a-case/
India	IST	Primary Phone: +91-124-464-7684 Webform: https://soti.net/services/log-a-case/
Australia	AEST/AEDT NZST/NZDT	Primary Phone: +61 3 99133211 Webform: https://soti.net/services/log-a-case/

Schedule 2 to Appendix B

Issue Classification

Issue Classification	Criteria
Severity 1 – Critical	The Product(s), a component, or any significant feature or portion of a component thereof is unusable or significantly impaired. As a result, the Problem adversely affects time critical applications without which the Licensee's use of the Product(s) cannot proceed and day to day business is seriously affected. No known work-around is currently available.
Severity 2 – High	The Product(s), a component, or any significant feature or portion of a component thereof is significantly impaired. As a result, Licensee cannot use the Product(s) to conduct the business processes for which the Product(s) is being used by Licensee.
Severity 3 – Medium	The Product(s), a component, or any feature or portion of a component thereof is not functioning correctly. However, there is no material interruption to the business processes for which the Product(s) is being used by the Licensee.
Severity 4 – Low	Licensee is experiencing problems with the Product(s) which have little or no impact on Licensee's daily business processes.

Schedule 3 to Appendix B

Response and Resolution Commitment

Severity	Step 1	Step 2	Step 3
Severity 1 – Critical	<p>Standard Support: Within thirty (30) minutes by phone and one (1) business day by Webform or email, during Hours of Operation.</p> <p>Premium Service: Within fifteen (15) minutes by phone and thirty (30) minutes by Customer Portal.</p> <p>Enterprise Service: Within ten (10) minutes by phone and thirty (30) minutes by Customer Portal.</p>	<p>Standard Support: within eight (8) hours of initial contact by Licensee, during standard support hours, immediate and continuing effort.</p> <p>Premium Service and Enterprise Service: within four (4) hours of initial contact by Licensee, immediate and continuing effort.</p>	<p>All Support Services: Within twenty (20) business days following initial contact by Licensee.</p>
Severity 2 – High	<p>Standard Support: Within thirty (30) minutes by phone and one (1) business day by Webform or email, during Hours of Operation.</p> <p>Premium Service: Within fifteen (15) minutes by phone and sixty (60) minutes by Customer Portal.</p> <p>Enterprise Service: Within ten (10) minutes by phone and sixty (60) minutes by Customer Portal.</p>	<p>All Support Services: Within two (2) business days following initial contact by Licensee.</p>	<p>All Support Services: Within twenty (20) business days following initial contact by Licensee.</p>
Severity 3 – Medium	<p>Standard Support: Within thirty (30) minutes by phone and one (1) business day by Webform or email, during Hours of Operation.</p> <p>Premium Service: Within fifteen (15) minutes by phone and one (1) business day by Customer Portal.</p> <p>Enterprise Service: Within ten (10) minutes by phone and one (1) business day by Customer Portal.</p>	<p>All Support Services: Within three (3) business days following initial contact by Licensee.</p>	<p>All Support Services: Within thirty (30) business days following initial contact by Licensee.</p>
Severity 4 – Low	<p>Standard Support: Within thirty (30) minutes by phone and two (2) business days by Webform or email, during Hours of Operation.</p> <p>Premium Service: Within fifteen (15) minutes by phone and two (2) business days by Customer Portal.</p> <p>Enterprise Service: Within ten (10) minutes by phone and two (2) business days by Customer Portal.</p>	<p>All Support Services: Within ten (10) business days following initial contact by Licensee.</p>	<p>None.</p>