

Support and Service Level Agreement for the Service

Preamble

The term "available" refers to the fact that the Service is accessible to Customer's Users. The term "unavailable" refers only to level 1 malfunctions in accordance with the table in article 6 of this Appendix.

The term "Service Availability" is defined as the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that Service was available for access.

1. Calculation basis - availability percentage

The Supplier makes its best efforts to achieve an availability rate for the Service of 99.9% during each month for productive versions.

Definitions :

- "Total" refers to the total number of minutes in the month.
- "Downtime" refers to the total number of minutes the platform is unavailable during the month, excluding planned maintenance.
- "Planned maintenance" refers to the total number of minutes of planned maintenance in the month.

2. Downtime rate

Scheduled Maintenance does not factor into Service availability. To ensure the Service uptime and keep operating optimally, it is necessary to perform regular, routine maintenance ("Scheduled Maintenance") that, on occasion, may affect Service availability.

Scheduled Maintenance occurs once a week, on Saturdays between 3am and 7am ET.

Not guaranteed, Service will typically be unavailable during this window for less than one (1) minute.

Supplier reserves the right to schedule additional Scheduled Maintenance on an emergency basis with twelve (12) hours notice, for not more than eight hours at a time.

3. Service Level

Service's goal is to achieve 99.99% Service Availability.

Subject to 4 and 5, if in any month the Service Availability is less than 99.99%, Supplier shall provide, as the sole and exclusive remedy, a credit to Customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service change for the affected service:

Service Availability Credit Percentage

< 99.9%	10%
< 99.00%	20%
< 97.00%	35%
< 95.00%	50%
< 90.00%	100%

4. Exceptions

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:

- circumstances beyond Supplier's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- scheduled maintenance, upgrades and emergency maintenance;
- any DNS or Domain Registry issues outside the direct control of Supplier including DNS and Registry propagation issues and expiration;
- Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc), any negligence, willful misconduct, or use of the customer's account in breach of Supplier's General terms and Conditions;
- Acts or omissions of other customers (or acts or omissions of others engaged or authorized by other customers) sharing the affected server(s) with customer, including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc), any negligence, willful misconduct, or use of the other customers' account in breach of Supplier's General Terms and Conditions

- outages elsewhere on the Internet that hinder access to your account. Supplier is not responsible for browser, DNS, or other caching that may make your account appear inaccessible when others can still access it. Supplier will guarantee only those areas of the Internet considered under the control of Supplier: Supplier servers' links to the Internet, Supplier's routers, and Supplier's servers themselves.
- However, it is important to note that the performance of the interfaces provided under this service may be influenced by the characteristics and performance of the connected applications. Factors such as the availability, responsiveness, and overall performance of these external applications can affect the efficiency and smoothness of data exchanges through the interfaces.
- The Supplier cannot be held responsible for slowdowns, interruptions, or performance limitations caused by issues inherent to the connected third-party applications. Any assistance in diagnosing or mitigating these impacts will be provided by the Supplier to the extent possible, in accordance with the defined service levels.

5. Credit Request

To receive a credit, Customer must make a request for credit by filing a support ticket through Supplier's Customer Support Center. Each request in connection with this SLA must include the dates and times of the unavailability, a description of the perceived problem, and must be received by Supplier within ten (10) business days after the unavailability. If the unavailability is confirmed by Supplier, credits will be applied within 30 days of Supplier's receipt of customer's credit request.

The total amount credited to Customer in a particular month under this SLA shall not exceed the total monthly recurring fee paid by the Customer for said month for the affected Services. Credits are exclusive of any applicable taxes charged to Customer or collected by Supplier and are Customer's sole and exclusive remedy with respect to any failure or deficiency in the Availability.

6. Response and resolution times

The Supplier places at the Customer's disposal free of charge a tool for incident management and support performance monitoring throughout the duration of the Contract.

Customer will be provided with 2 main access to the ticket management tool and can on request extend access to other users. Ticket management tool provides support performance indicators.

Customer Response Level

Priority		Response Level	Corrective Action Target
Very High	An Incident should be categorized with the priority "Very High" if the incident reported has very serious consequences for normal business processes or IT processes related to core business processes, and urgent work cannot be performed. This is generally caused by the following circumstances: <ul style="list-style-type: none"> • Production system is completely down • AND a workaround is not available 	Initial Response: Within 4 hours of case submission. Ongoing Communication: Unless otherwise communicated by Supplier, once every hour.	Supplier to provide for cases either a resolution; or workaround; or action plan within 1 business day.
High	An Incident should be categorized with the priority "High" if normal business processes are seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the computing environment that are required immediately.	Initial Response: Within 8 hours of case submission. Ongoing Communication: Unless otherwise communicated by Supplier, once every 6 hours.	Supplier to provide for cases either a resolution; or workaround; or action plan within 3 business days.
Medium	An Incident should be categorized with the priority "Medium" if normal business processes are affected. The problem is caused by incorrect or inoperable functions in the Computing Environment. A message should be categorized with the priority "Medium" if normal business transactions are affected.	Initial Response: Within 3 business day of case submission Ongoing Communication: Unless otherwise communicated by Supplier, once every 3 business days for non-defect Issues and 10 business days for product defect issues. A non-defect issue is a reported support case that does not involve a defect in the applicable Service and does not require engineering, development or operations personnel to resolve	Supplier to provide for cases either a resolution; or workaround; or action plan within 7 business days.

Low	An Incident should be categorized with the priority "Low" if the problem has little or no effect on normal business processes. The problem is caused by incorrect or inoperable functions in the Computing Environment that are not required daily or are rarely used.	Initial Response: Within 5 business days of case submission. Ongoing Communication: Unless otherwise communicated by Supplier, once every week.	Supplier to provide for cases either a resolution; or workaround; or action plan within 12 business days.
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In the absence of a solution, Supplier will report on the progress of ongoing efforts every day at the latest for Priorities "Very High" and "High".

The following anomaly types are excluded from the Customer intervention levels described above:

- the underlying cause of the anomaly is not a malfunction but a missing function ("development request")
- or the anomaly is categorized as a request for practical advice ("how-to") or an evolution of the existing configuration ("change-request").

The following types of cases are excluded from customer response levels as described above:

- cases regarding a release, version or functionalities of Cloud Services developed specially for Customer.
- the root cause behind the case is not a malfunction but missing functionality (development request);
- the case is a consulting or how-to request.