

# Service Level Agreement

## and Technical Support Services Guidelines

This Service Level Agreement ("SLA") and technical support services guidelines apply to support services for Services provided by FL3XX to its Customers and is part of the FL3XX Customer Agreement ("Principal Agreement") between: (i) FL3XX GmbH ("FL3XX") acting on its own behalf and as agent for each FL3XX Affiliate; and (ii) the FL3XX Customer defined in the Principal Agreement ("Customer") acting on its own behalf and as agent for each Customer Affiliate.

The terms used in this SLA shall have the meanings set forth in this SLA. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement (including in the General Terms and Conditions). Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.

### 1. Support Request Submission

#### a. Customer Efforts to Fix Errors.

Prior to making a Request to FL3XX, the Customer will use reasonable efforts to fix any error, bug, malfunction or network connectivity defect without escalation to FL3XX. Thereafter, the Customer may submit a written Request through the tools provided by FL3XX.

#### b. Priority Level.

Each support request by an End User to FL3XX shall be labeled appropriately. Upon receiving a Request from a Customer End User, FL3XX will consider the request and determine whether the Request is a P1, P2, P3, P4 priority. Mislabeled requests will be relabeled by FL3XX. Any such determination made by FL3XX is final and binding on the Customer. FL3XX reserves the right to change Customer's Priority designation if FL3XX believes that the Customer's designation is incorrect and will inform the Customer of any such change in its response to the Request. The Customer may appeal any such reclassification to FL3XX's Support management for review through any available support channel.

Priority of requests is defined as:

- P1, Service Unusable In Production. Critical service issue affecting all users, where the Service is unavailable or unusable with no workaround.
- P2, Service Severely Impaired. This issue is critically impacting a single user or critically impacting collaboration among users and Service does not work as expected, with no feasible workaround.

- P3, Service Partially Impaired. Service does not work as expected but a workaround is available.
- P4, Service Usable. The Product does not work as desired, but functions. A workaround is not necessary. This Priority level includes feature requests.

**c. Procedures for Acknowledgement and Resolution of Requests.**

When making a Request, the Customer will provide requested diagnostic information including but not limited to: (i) describing the problem, the configuration, and Customer's network; (ii) providing relevant data; and (iii) communicating further via email or telephone to answer questions and assist FL3XX Support Personnel as appropriate.

**d. Request Acknowledgement.**

FL3XX will respond to a Request by acknowledging receipt of the Request. Customer acknowledges and understands that FL3XX may be unable to provide answers to or resolve all, Requests.

**e. Feature Requests.**

If FL3XX deems a Request as a Feature Request, FL3XX will log such request for consideration to add to a future update or release of the Services and will consider the matter closed. FL3XX is under no obligation to respond to or resolve any Feature Request or to include any such Feature Request in any future update or release.

## **2. Accessing Support**

The Customer will receive the Support level requested, according to its Subscription, including the following:

- Automatic product upgrades of the Services
- Maintenance updates of the Services
- Online self-help
- Access to support service team according to "Support Hours" below.

Support is included as applicable with all Services.

**a. FL3XX Help Center.**

Customer's End Users of the Services are provided support solely through the FL3XX Help Center, which is accessible at <http://app.fl3xx.com/> or such URL as FL3XX may provide. The Customer is responsible for responding to any questions and complaints by End Users or other third parties relating to Customer's or its End Users' use of the Services, with such support services to be provided at Customer's own expense.

**b. Support Hours.**

Access to FL3XX support is provided as follows:

"24x7 with phone" support entitles users to access the support service team anytime by phone, email or other methods of communications. All other support levels entitle users to access the support service team anytime by email or other methods of written communications.

**c. Business Hours.**

Business hours (the "Local Business Hours") are defined as 9 am until 5 pm in the reference timezone. The reference timezones are as follows: for Customers in Europe, Middle East and Africa, CET-Central European Time; for customers in the Americas, EST-Eastern Standard Time; for customers in Asia the reference timezone, CST-China Standard Time.

**d. Target Initial Response Times.**

The response times provided by FL3XX to the Customer are dependent on the Support level subscribed by the Customer in the Subscription, in conjunction with the level of priority of the issue requiring the support.

- Customers having subscribed to “24x7” and “24x7 with phone” support shall expect the response times for P1 Priority support Requests to be responded to with a target initial response time of two (2) hours.
- Customers having subscribed to “Business Hours” support shall expect the response times for P1 Priority support Requests to be responded to with a target initial response within the same day or if later in the day, in the early part of the next business day.
- Customers having subscribed to “Standard” support shall expect the response times for P1 Priority support Requests to be responded to with a target initial response within approximately the duration of one (1) business day.
- P2 Priority Support Requests are responded to with urgency, within the availability of the support team. In any case, responses shall be at the latest during business hours of Central European Time.
- P3 Priority Support Requests are responded to with an initial target of 2 business days.
- P4 Priority Support Requests will be responded to on a best effort basis.

**e. Customer ID and Password may be Required to Access Support.**

The FL3XX online Help Center is available to all End Users of the Services. A Valid Login may be required to access some information pages in the Help Center, and to access support. A Valid Login is an End User account currently enabled access to the Services. It is the responsibility of the Customer to provide valid login credentials to its End Users.

**3. Uptime****a. Monthly Uptime.**

During the Term of the applicable Agreement, the Services will be operational and available to Customer at least 99.9% of the time in any calendar month (the "Uptime"). If FL3XX does not meet the Uptime, and if Customer meets its obligations under this SLA, Customer will receive the Service Discount described below. This FL3XX SLA states Customer's sole and exclusive remedy for any failure by FL3XX to meet the Uptime.

**b. Service Discount.**

For any full percentage point (1%) below the Uptime, the monthly invoice shall be discounted by 10% of the total amount due, up to and not exceeding 10% below the uptime and a discount of 100% of the total amount due.

#### **4. General Provisions**

##### **a. Updates to Guidelines.**

FL3XX may update these Guidelines from time to time but any update shall not have any adverse effects on the Customer.

##### **b. Maintenance.**

###### **i. Planned Maintenance**

To ensure optimal performance of the Services, FL3XX performs periodic Maintenance. In most cases, Maintenance will have limited or no impact on the availability and functionality of the Services. FL3XX will make all reasonable attempts to schedule maintenance events that are expected to have an impact on the Services at the time of lowest impact. If FL3XX expects planned Maintenance to negatively affect the availability or functionality of the Services, FL3XX will use commercially reasonable efforts to provide at least **four** days advance notice of the Maintenance to concerned users.

###### **ii. Unscheduled Maintenance**

FL3XX may perform emergency unscheduled Maintenance at any time. If FL3XX expects such emergency unscheduled Maintenance to negatively affect the availability or functionality of the Services, FL3XX will use commercially reasonable efforts to provide advance notice of such Maintenance.

###### **iii. Language.**

The parties agree that all support provided by FL3XX to the Customer pursuant to these Guidelines will be provided in the English language.

###### **iv. The term of Support.**

FL3XX will only provide the support services described in these Guidelines during the term of the Agreement and will have no obligation to provide any support services to Customer after the expiration or termination of such Agreement.

#### **5. Standard Support**

The Customer will receive the Support level requested, including the following:

- Automatic product upgrades of the Services
- Maintenance updates of the Services
- Online self-help
- Access to support service team according to "Accessing Support" above.

Support is included as applicable with all Services.

#### **6. SLA Exclusions**

The FL3XX SLA does not apply to any services that expressly exclude this SLA (as stated in the documentation for such services) or any performance issues: (i) caused by factors described in the "Force Majeure" section of the Agreement; or (ii) that resulted from Customer's equipment or third-party equipment, or both (not within the primary control of FL3XX).