

# SERVICE LEVEL AGREEMENT

## and Technical Support Services Guidelines

This Service Level Agreement and technical support services guidelines ("SLA") apply to support services provided by FL3XX to its Customers for the Services, of which comprises part of the FL3XX Customer Agreement ("Subscription") 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 Subscription ("Customer") acting on its own behalf and as agent for each of its affiliates.

The terms used in this SLA should be construed together with the Subscription, and General Terms and Conditions ("GTC"). Capitalized terms not otherwise defined herein are defined in the GTC. Except as modified below, the terms of the Subscription shall remain in full force and effect. In consideration of the mutual obligations described herein, the parties agree that the provisions below shall be added as an Addendum to the Subscription.

### 1) **Support Requests**

- a) **Support.**-- The Customer will receive the Support level requested in the respective Subscription, including automatic product upgrades of the Services, maintenance updates of the Services, online self-help tools, access to the support-service team, and
- b) **Customer Efforts to Fix Errors.**-- Prior to making a Request to FL3XX, the Customer shall use reasonable efforts to fix any error, bug, malfunction or network connectivity defect without escalating it to FL3XX. Subsequently, the Customer may submit a written Request through the tools provided by FL3XX.
- c) **Priority Level.**-- Each Request by an End User to FL3XX shall be labeled appropriately. Upon receiving a Request from a Customer's End User, FL3XX will consider the request and determine whether the Request is a P1, P2, P3, or P4 priority. The different levels of Priority are defined as:
  - i) P1, Service Unusable In Production- Critical service issue affecting all users, where the Service is unavailable or unusable with no workaround;
  - ii) 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;
  - iii) P3, Service Partially Impaired- Service does not work as expected but a workaround is available; and
  - iv) P4, Service Usable- The Product does not work as desired, but functions. A workaround is not necessary. This Priority level includes feature requests.
- d) **Mislabeled Requests.**-- FL3XX may determine that a Request is mislabeled, and FL3XX will inform the Customer of this change. Any such determination made by FL3XX is final and binding on the Customer. The Customer may appeal the reclassification to FL3XX management through any available support channel.

- e) **Procedures for Acknowledgement and Resolution of Requests.**-- When making a Request, the Customer will provide requested diagnostic information including: (i) describing of the problem, and the configuration of the 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.
- f) **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.
- g) **Feature Requests.**-- If FL3XX deems a Request a Feature Request, FL3XX will consider adding the Request 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**

- 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 another URL that FL3XX may provide. The Customer shall be 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:
  - i) 24x7 by Phone- 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.
  - ii) 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:
    - (1) for Customers in Europe, Middle East and Africa, CET-Central European Time;
    - (2) for customers in the Americas, EST-Eastern Standard Time; and
    - (3) for customers in Asia the reference timezone, CST-China Standard Time.
- c) **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.
  - i) Customers having subscribed to "24x7" and "24x7 with phone" support may expect the response times for P1 Priority support Requests to be responded to with a target initial response time of two (2) hours.
  - ii) Customers having subscribed to "Business Hours" support may 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.

- iii) Customers having subscribed to "Standard" support may 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.
- iv) P2 Priority Support Requests are responded to with urgency, within the availability of the support team, at the latest during business hours of Central European Time.
- v) P3 Priority Support Requests are responded to with an initial target of 2 business day.
- vi) P4 Priority Support Requests will be responded to on a best effort basis.

**d) Credentials Required.**-- a current and active Customer ID and Password may be Required to Access Support. The FL3XX online Help Center is available to all End Users of 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 Subscription, the Services will be operational and available to Customer at least 99.9% of the time in any calendar month ("Uptime"). If FL3XX does not meet the Uptime, and if Customer meets its obligations under this SLA, Customer may receive a Service Discount described below, which the Customer shall use as the exclusive remedy for FL3XX's failure to meet the Uptime obligation.
- 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.

### **4) General Provisions**

- a) Updates.**-- FL3XX may update the SLA from time to time, of which will not adversely affect the Customer.
- b) Planned Maintenance.**-- To ensure optimal performance of the Services, FL3XX performs periodic Maintenance. Most often, 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 notice of the Maintenance to affected users.
- c) Unscheduled Maintenance.**-- FL3XX may perform emergency unscheduled Maintenance at any time. If FL3XX expects such 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.
- d) Support Term.**-- FL3XX shall provide the support services described in this SLA during the term of the Subscription, and will have no

obligation to provide any support services to Customer after the expiration or termination of such Subscription.

- e) **SLA Exclusions.**-- This SLA does not apply to any services that expressly exclude the SLA, or any performance issues (i) caused by factors described in the "Force Majeure" section of the Subscription; or (ii) that resulted from equipment not within FL3XX's primary control, like the Customer's equipment or third-party equipment, or both.