

SaaS Service Level Agreement (SLA)

September 2023

ENFOCUS

SaaS Service Level Agreement (SLA)

This SaaS Service Level Addendum (the "SLA") is hereby made an addendum to and incorporated in the "Software As A Service (SaaS) Agreement" to which this document is attached or incorporated into by this reference (the "Agreement"). The SLA shall apply only to the Hosted Services (SaaS) for the term established by the parties as evidenced by an order. For clarification purposes, the SLA shall either be STANDARD or HIGH, as reflected by an order. If an order is not specific as to SLA purchased, then it shall be under the terms of a Standard SLA. The parties hereby agree that the following terms and conditions shall apply to the SLA Services provided by Enfocus to Customer:

The following definitions shall apply to this SLA. Any other defined terms contained herein shall have the meaning as provided in the Agreement. In the event of a conflict, the terms and conditions of this SLA shall control:

Error means, in relation to Software, any problem or defect causing the Software to be inoperable or causing the Software to materially fail to meet the specifications published by Enfocus or specifically agreed upon in writing ("Specifications").

Update of Software refers to a generally available release of the Software that includes error corrections and/or minor functional enhancements and which is not an Upgrade.

Upgrade of Software refers to a generally available release of the Software that includes significant functional enhancements, however excluding any functional enhancements that are separately licensed as per Enfocus's then-current price-book.

I. STANDARD SLA

1. Service Levels

For orders from Customer for the Standard SLA, Enfocus shall provide the Hosted Services (SaaS) in accordance with the Service Levels set out in this section I. only of this Addendum. In order to provide these service levels and maintain the Hosted Services (SaaS) for the Customer, Enfocus requires ownership of the administrator accounts and privileges to manage the infrastructure and software configurations.



1.1. Availability

The Standard SLA Availability shall be greater than or equal to 98.5% per calendar month as calculated:

$$\text{Availability [\%]} = \text{Total} - \text{Non-Excluded} / \text{Total}$$

For the avoidance of doubt, in relation to any Excluded Non-Availability, Enfocus's obligation under this SLA will be limited to an acknowledgment that the Non-Availability of the Hosted Services (SaaS) is "Excluded." Any further services requested by the Customer in relation to such Excluded Non-Availability are outside the scope of this SLA. Enfocus will provide Customer access to a monthly Availability report summarizing Enfocus's Availability calculation as set forth above.

In case Enfocus is unable to maintain the Availability of the Hosted Services (SaaS) for the production environment at an average of 98.5% over three (3) consecutive months, then Customer shall, as a sole remedy, be entitled to request a credit of 5% of the monthly fixed Hosted Services (SaaS) subscription fee not to exceed 15% during the current Term.

1.2. Planned Maintenance

As part of Enfocus's continued improvement of the SaaS, Enfocus shall regularly perform maintenance on the Hosted Services (SaaS) ("Planned Maintenance"). Enfocus shall provide advance notice to the Customer for recurring Planned Maintenance and associated downtime based on the published maintenance window schedule.

For recurring Planned Maintenance, Enfocus shall schedule maintenance during one of the below maintenance windows as determined by Enfocus based on regional impacts:

- 02:00am - 03:00am CET/CEST (EMEA)
- 10:00am - 11:00am CET/CEST (Americas)
- 18:00pm - 19:00pm CET/CEST (Asia)

For occasional maintenance, Enfocus may, as required, perform additional maintenance activities outside the Planned Maintenance windows. In such cases, Enfocus will notify the Customer of the maintenance with reasonable lead time to reduce the impact on the Customer's business, but with no less than 24 hours advance notice except for emergency cases. For the avoidance of doubt, Customer hereby acknowledges that Planned Maintenance shall be deemed Excluded Non-Availability.

1.3. Software Support

In relation to the Software provided as part of the Hosted Services (SaaS), Enfocus provides Software Support services and commercially reasonable efforts to correct reported Errors following the below process:



1.3.1. Incident Management

Customer shall submit Support Incidents as follows:

- Customer will report Errors and submit support requests at: <https://www.enfocus.com/en/support/portal> (Enfocus “Support Portal”), through which incidents will be logged and managed by Enfocus (“Support Incidents”);
- Emergency Support Incidents may be reported by email or phone as provided on Support Portal: <https://www.enfocus.com/en/support/portal>;

In relation to each Support Incident, a unique incident number is assigned, allowing status updates in accordance with the severity levels below. Enfocus is only responsible for handling Support Incidents that are reported through the process identified above.

1.3.2. Support Hours

The global Enfocus Support team monitors the Availability of the Hosted Services (SaaS) and provides Customer access to the Support Portal on a 24x7x365 basis. Enfocus provides support services during the below Support Hours based on the Severity Level classification.

1.3.3. Severity Levels

The Severity Level classification is as specified in the below table. After Error analysis and investigation, Enfocus may change the Severity Level and determine the final classification as agreed to with the Customer.

(see the Severity Levels Chart on the following page)



| Severity Levels and Response Times – Standard SLA | | | | |
|---|--|---------------|-----------------|---|
| CLASSIFICATION | DESCRIPTION | RESPONSE TIME | STATUS UPDATES | SUPPORT HOURS |
| Severity 1 (Urgent/Down) | Hosted Services (SaaS) is not Available, or the Software is Available but unable to materially perform in accordance with its specifications. No alternative workaround exists. | 1 hour | 2x per 24 hours | 24x7x365 Global |
| Severity 2 (High/Critical) | Hosted Services (SaaS) is Available, but a critical feature or the performance of the Software is significantly impaired. No alternative workaround exists. | 2 hours | 1x per 24 hours | 24x7x365 Global |
| Severity 3 (Normal) | Hosted Services (SaaS) is Available, but a non-critical feature of the Software is impaired. An alternative workaround is available to Customer. | 4 hours | 1x per month | 8x5 Regional Business Hours excluding public holidays |
| Severity 4 (Low) | Hosted Services (SaaS) is Available, non-critical features of the Software are working. An alternative workaround is not required. | 24 hours | 1x per month | 8x5 Regional Business Hours excluding public holidays |

1.3.4. Response Times and Error Correction

Enfocus will respond to the Support Incident in accordance with the Response Time set forth in the table above. In case the acknowledgment of an Error requires analyses of Customer data to investigate the reported Error and provide Status Updates, the Response Time does not include any time required by Enfocus to obtain Customers' consent to access or copy the data for the purpose of providing support under this SLA.

Following the acknowledgment of the existence of an Error, Enfocus will perform commercially reasonable efforts to correct the Error and to provide the Customer with Status Updates in accordance with the time frames set forth in the table above. Error correction may, at Enfocus's discretion and based on Severity, be performed through one of the following Software fixes:

- Configuration as agreed with Customer
- Software Update or Upgrade
- The temporary workaround, as agreed with the Customer
- Software patch or hotfix

The method of addressing Errors through Software fixes is only available in view of the most recent commercial release of the Software and the two immediately preceding minor versions of the Software (defined as a version of the Software indicated by a version number of x.y-1 or x.y-2 where x.y is the most current commercial release of the Software).

1.3.5. Excluded Events

Enfocus's obligations to perform Software Support as per the terms of this Section 1.3.5 do not pertain to Errors caused by any of the following ("Excluded Events"):

- Customer's failure to meet any of the Customer Requirements set forth in Section 3; or
- Use of the Hosted Services (SaaS) which is not in accordance with the terms of the Agreement or the documentation; or
- modification of the Software or Hosted Services (SaaS) by anyone other than Enfocus; or
- Customer software or third-party software; or
- Force Majeure.



For the avoidance of doubt, in relation to Errors that are caused by Excluded Events, Enfocus's obligation under this SLA will be solely limited to an acknowledgment in accordance with the above that the Error is caused by an Excluded Event. Any further services requested by Customer in relation to such Error are outside the scope of this SLA.

1.4. Software Update and Upgrades

During the SLA Term, Customer is entitled to receive any Updates and Upgrades that Enfocus makes commercially available. If the Customer elects to receive an Update or Upgrade, the Customer will be notified of the installation schedule for the Update/Upgrade. Following installation, such Updates and Upgrades will be considered delivered to the Customer as part of the Hosted Services (SaaS) originally procured so that any entitlement to use of the Software as part of the Hosted Services (SaaS) shall equally apply to any Update and Upgrade installed. Notwithstanding the previous, in case an Update or Upgrade incorporates any Excluded Functionality, such Excluded Functionality shall NOT be considered licensed and shall not be activated without an agreement on additional license fees due, if any.

2. Backup

As part of the Hosted Services (SaaS), all Customer Materials & application services configurations are backed up daily and stored off-site. Backup and recovery of procedures are outlined below in the event of data loss. Enfocus will ensure that Customer data is backed up, stored off-site at the secondary data center, retained for 30 days, and made available for retrieval as needed. In the event of such information processing errors caused by Enfocus, upon reasonable request and subject to reasonable security procedures, Customer shall be permitted to request restoration of Customer data from the most recent backup during normal business hours. Backups are performed in compliance with the Enfocus Data Security Policy located on our website: <https://www.enfocus.com/legal>.

3. Customer Requirements

Enfocus's obligations under this SLA are subject to the Customer continuously meeting the minimum system standards established by Enfocus as set out in the technical documentation of the Hosted Services (SaaS) or otherwise in the MSA. The minimum system standards are subject to change and are available at: <https://www.enfocus.com/en/support/system-requirements>. Except as otherwise agreed between the Parties in a separate written agreement, Customer is responsible for (i) maintenance and management of its computer network(s), servers, software, and end-user support of any equipment employed to access or use the Hosted Services (SaaS) or services related to maintenance and management of the foregoing; (ii) correctly configuring Customer's systems] in accordance with the technical documentation of the Hosted Services (SaaS); (iii) the necessary internet connection to access the Hosted Services (SaaS); and (iv) promptly notifying Enfocus of a known Incident or event impacting the Service Levels as defined in this SLA, in particular the Availability of the Hosted Services (SaaS).



II. HIGH SLA

Upon purchase by Customer of the High SLA, as evidenced by an order, then Customer shall receive all of the benefits, and Enfocus shall have the obligations, as stated in section “I. Standard SLA” and the following terms and conditions:

4. The High SLA Availability shall be defined as greater than or equal to 99.5% per calendar month.
5. For recurring maintenance, as defined in section 1.2, the Customer may request a different maintenance window from that section for which the parties will agree as to its use for recurring maintenance work.
6. For Severity Levels, the following chart shall be used and shall replace the chart as stated in section 1.3.3:

(see the Severity Levels Chart on the following page)

| Severity Levels and Response Times – High SLA | | | | |
|---|--|---------------|-----------------|---|
| CLASSIFICATION | DESCRIPTION | RESPONSE TIME | STATUS UPDATES | SUPPORT HOURS |
| Severity 1 (Urgent/Down) | Hosted Services (SaaS) is not Available, or the Software is Available but unable to materially perform in accordance with its specifications. No alternative workaround exists. | 1 hour | 2x per 24 hours | 24x7x365 Global |
| Severity 2 (High/Critical) | Hosted Services (SaaS) is Available, but a critical feature or the performance of the Software is significantly impaired. No alternative workaround exists. | 2 hours | 1x per 24 hours | 24x7x365 Global |
| Severity 3 (Normal) | Hosted Services (SaaS) is Available, but a non-critical feature of the Software is impaired. An alternative workaround is available to Customer. | 4 hours | 1x per month | 24X7 excluding public holidays |
| Severity 4 (Low) | Hosted Services (SaaS) is Available, non-critical features of the Software are working. An alternative workaround is not required. | 24 hours | 1x per month | 8x5 Regional Business Hours excluding public holidays |

7. For Software Update and Upgrades as stated in section 1.4, for High SLA, the following shall be included with the benefits provided in section 1.4 above:

If Enfocus provides a Software Update or Upgrade, the Customer will be notified of the availability of the Update/Upgrade. Following such notification, the Customer has the option to have the corresponding Update/Upgrade installed, and Enfocus's obligations under this SLA shall not be affected by such a decision unless the Customer opts for not having an Update or Upgrade installed:

- The provisions of Section 1.3.4 above shall apply accordingly regarding the availability of a Software fix as a method to correct an Error.
- If the Update/Upgrade is offered as a method to correct an Error, Enfocus shall have no further obligations under this SLA in relation to the Error concerned.

Following installation, such Updates and Upgrades will be considered provided to the Customer as part of the Software Services originally procured so that any entitlement to use the Software as part of the Software Services shall equally apply to any Update and Upgrade installed. Notwithstanding the previous, in case an Update or Upgrade incorporates any Excluded Functionality, such Excluded Functionality shall NOT be considered licensed and shall not be activated without an agreement on additional license fees due, if any.

8. Service Level Reporting

Enfocus will provide Customer with a recurring monthly report ("Service Level Report") with measurements of Enfocus's actual performance against the Service Levels as set forth in this SLA. Enfocus is available to review the report on a monthly basis or as agreed to with the Customer. The Service Level Report contains the following items:

- Measurement of the Availability of the Hosted Services (SaaS)
- All logged Support Incidents are submitted to the Enfocus Support Portal by Customer.



9. Software Services Remedies

9.1. Service Credits

In case Enfocus is unable to maintain the Availability of the Hosted Services (SaaS) for the production environment as set out in Section 4, Customer shall, as a sole remedy, be entitled to the following service credits ("Service Credit(s)").

| Availability of Hosted Services (SaaS) achieved | Service Credit (% of the monthly fixed Hosted Services (SaaS) subscription fee) |
|---|---|
| <99.5% | 5.0% |
| <98.5% | 10.0% |
| <97.0% | 25.0% |

9.2. Receipt of Service Credits

In order to be entitled to the Service Credits per Section 9.1, the following conditions must be met cumulatively to properly audit the cause and requirement for such credit notes:

- Customer must submit a request for Service Credits in email or writing to Enfocus within ten (10) business days following the receipt of the Service Level Report pertaining to the period in relation to which Customer alleges the Service Credit accrued.
- The Customer's written notice must include the date(s), time(s), and duration(s) of the Non-availability of the Hosted Services (SaaS) as claimed by the Customer.

If Enfocus's logs pertaining to the availability of the Hosted Services (SaaS) confirm the Non-availability of the Hosted Services (SaaS) claimed by the Customer, Enfocus will notify the Customer that the applicable Service Credit will be credited, and a corresponding credit note will be issued together with the invoice pertaining to the next month of

Hosted Services (SaaS). Service Level Credits can only be imputed on future fees that become due in relation to the performance of the Hosted Services (SaaS) and cannot be applied to past fees due. In case any of the conditions above are not met, the corresponding Service Credits are forfeited.



10. Disaster Recovery (DR)

In the unlikely event of a disaster resulting in the inability to provide Hosted Services (SaaS) from the primary data center, Enfocus will use all reasonable efforts to restore the Hosted Services (SaaS) at the secondary service center consistent with Enfocus's Disaster Recovery Plan commitments in the Enfocus Data Security Policy located on our website <https://www.Enfocus.com/en/legal/termsandconditions>.

The Enfocus Disaster Recovery Plan is executed according to the following:

- Disaster is a significant disruption event to the Hosted Services (SaaS) from which Enfocus is prepared to recover from and does not include a Force Majeure event.
- Recovery Point Objective ("RPO") is the maximum possible interval of time before a disaster to which Enfocus will restore the system. All data changes from the moment of the disaster backward until RPO time is assumed to be lost in the event of a disaster.
- Recovery Time Objective ("RTO") is the maximum possible interval of time between the moment of a disaster and the moment when the system is back up and fully functioning in the status defined by your RPO. The system is assumed to be down from the moment of the disaster until RTO time after the disaster.

Data Restoration and Objectives

- In case of significant disruption to the primary data center, the RPO is 24 hours.
- In case of significant disruption to the primary data center, the RTO is 24 hours for 1TB of data or less (estimate required for greater than 1TB of data)
- Disaster Recovery is only available in the secondary data center.
- Disaster Recovery is executed manually by Enfocus with Customer approval (no automatic fail-over restoration)
- Enfocus conducts an annual Disaster Recovery test of RPO and RTO in the secondary data center.

