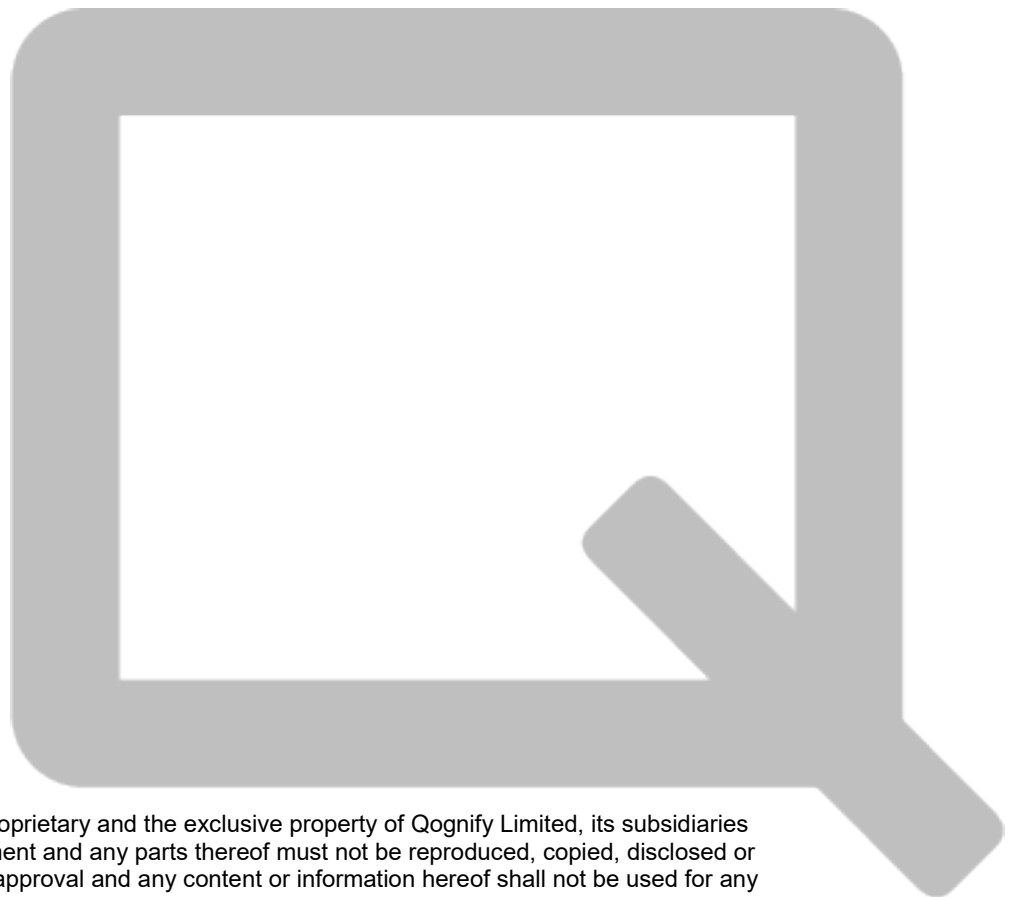




Service Level and Technical Support & Maintenance Agreement (SLA)

For the Qognify-managed cloud infrastructure
of the SaaS solution



Proprietary Information Notice

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1 About this document

QOGNIFY's software is offered for use either in an on-premises deployment on the customer's self-hosted platform or in a SaaS deployment on a cloud-hosted platform that QOGNIFY has set-up. This Service Level and Technical Support & Maintenance Addendum ("**SLA**") document outlines QOGNIFY's commitments to its customer (the legal entity acting through its representatives and authorized users) that uses the Solution pursuant to QOGNIFY's User Agreement to which this SLA is appended ("you", "your" or "yours"). This SLA is subject to the QOGNIFY User Agreement and it outlines QOGNIFY's commitments for the Solution's availability, updates and de-support and scheduled and unscheduled downtime for maintenance.

The "Solution" referred to in this SLA refers only to the Qognify-managed cloud infrastructure of the SaaS deployment model and this SLA document applies only if you use the Solution in the SaaS deployment model and applies only to the Qognify-managed cloud infrastructure of the SaaS deployment model.

Support and maintenance of QOGNIFY's software, whether deployed on the customer's self-hosted platform or in a SaaS deployment on a cloud-hosted platform that QOGNIFY has set-up, is subject to QOGNIFY's separate Software Maintenance Agreement (SMA) policy.

2 Availability Commitment

"Availability" means that the Qognify-managed cloud infrastructure of the SaaS deployment model is operating and accessible in terms of connectivity, computing, and storage capacity.

The Solution's target Availability is 99.5% per calendar-month and Availability is calculated as follows:

$$x = (y - z)/y$$

- (x) is the Availability during such month (expressed as a percentage)
- (y) is the total number of hours in such month minus the number of hours during such month in which the non-Availability is in circumstances that are Excluded (as defined below).
- (z) is the number of hours in such month during which the Solution is not operating and accessible in terms of connectivity, computing and storage capacity (other than for reasons in the definition of "y" above) whilst no workaround, a hot fix or, a patch release was implemented which alleviates the issue, provided that QOGNIFY has been notified or is otherwise aware (or reasonably should be aware) of the issue.

"Excluded" circumstances are any of the following:

- Planned Maintenance and Unplanned Maintenance for the Solution, as specified below under the title "Scheduled and Unscheduled Downtime for Maintenance".
- Subscription to the Solution which is free-of-charge or for which you have not paid the applicable subscription fees.

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- Issues outside QOGNIFY's reasonable control, such as force majeure events, issues with your third-party infrastructure or hardware providers (e.g., internet access provider) or broad-scope internet failures.
- The Solution's non-Availability is due to your failure to follow the Solution's documentation or use-policies, or you use of the Solution in a manner inconsistent with the Solution's features and functions.
- Your continued use of the Solution in contravention of QOGNIFY's recommendations to you regarding such use.
- Issues arising from your own wrongdoing or violations of the Solution's use agreement.
- The Solution's non-Availability is due to actions of malicious third parties (e.g., hackers).
- Law enforcement activity or an order by a governmental agency or authority.

Commencing upon the first full calendar-month that follows the first 90 days of your initial use of the Solution, and subject to the provisions of this "Performance Commitments" section, if the Availability of the Solution, measured by QOGNIFY as per the above, falls below 99.5% for the calendar-month, you will be entitled to a credit of 10%.

To clarify, non-availability of the QOGNIFY software, as opposed to non-Availability of the Qognify-managed cloud infrastructure of the SaaS deployment model, is not covered by this Availability Commitment, and does not entitle you to any credit. QOGNIFY, in its discretion, will determine whether an issue arises from non-availability of the QOGNIFY software or from non-Availability of the Qognify-managed cloud infrastructure.

You may only:

- Claim Credit in the event the Availability falls below the figure set forth above; and
- Redeem such Credit (but not a refund) when you subsequently renew your annual subscription to the Solution, such that the period specified in the claimed Credits approved by QOGNIFY will be provided to you without charge during the renewed annual subscription and you will only be billed for the annual subscription fees pro-rated to the period of the annum remaining after the period specified in the claimed Credits (the "Discount").

To claim Credits, you must submit a written claim, through your authorized sales channel, to QOGNIFY, no later than at the end of the calendar-month following the month in which the Availability fell below the figure set forth above. The determinative information regarding the time and duration of Availability issues during the calendar-month for which Credits are claimed is as documented in QOGNIFY's records.

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When QOGNIFY receives your claim, QOGNIFY will evaluate it together with all information available to QOGNIFY and will make a good-faith determination whether to approve the claim and as to and Credit(s) are owed (if any) according to the Credits set forth below. By and no later than 30 days following receipt of your claim, QOGNIFY will provide a reasoned notification through your authorized sales channel to you, in writing, as to whether the claim(s) are approved, and the aggregated amount of Credits (if any) owed therefrom, expressed as time calculated by multiplying the total number of hours in the month in which the Credit claim arose by the Credit percentage set forth in the above table for the level of reduced Availability corresponding to the claim. Pursuant to the abovementioned notification by QOGNIFY, QOGNIFY will provide the Discount through your authorized sales channel.

Where multiple Credits are approved as per the foregoing for a given month or throughout different months, they are added to past approved Credits and shall apply consecutively.

Credits that you do not claim as set forth (within the timelines set forth above) above and Credits not approved by QOGNIFY as set forth above will expire, and may not be claimed, redeemed or rolled over to any subsequent subscription terms. Credits for an occasion of Availability issues may not be claimed or redeemed more than once. Credit eligibility is the sole and exclusive remedy for QOGNIFY failure to meet the Solution's Availability commitment.

3 Updates

QOGNIFY will maintain the Solution with software updates which QOGNIFY generally makes available to all its SaaS customers. These updates generally enhance the Solution's features and performance or resolve bugs and errors in the Solution. These updates do not include any releases of program that QOGNIFY licenses separately to Customer. QOGNIFY retains full discretion regarding the frequency and scope of such updates.

4 Scheduled and Unscheduled Downtime for Maintenance

QOGNIFY may suspend the operation of the Solution for planned maintenance work ('Planned Maintenance') or for rectifying critical emergency issues ('Unplanned Maintenance').

QOGNIFY will only suspend the operation of the Solution for Planned Maintenance during off-peak business hours and will provide you with a prior written notice of at least 14 calendar-days before the Planned Maintenance. The notice will include information about the time and expected duration of the Planned Maintenance.

QOGNIFY will only suspend the operation of the Solution for Unplanned Maintenance to rectify critical emergency issues that in QOGNIFY's determination warrant prompt resolution that cannot be delayed until the next Planned Maintenance. QOGNIFY shall endeavour to provide you with such prompt or prior notice as is reasonably practicable in the circumstances. The notice will include information about the time and expected duration of the Planned Maintenance.



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5 Other Terms

This SLA is subject to change at QOGNIFY's discretion; however, QOGNIFY policy changes will not result in a material reduction in the level of the services provided for the Solution. In the event of any conflict or inconsistency between this SLA and any commercial agreement between the parties, the terms of the applicable commercial agreement shall govern.