

## **Schedule B - Service Level Agreement for Services & Software**

During the term of Customer's subscription to use the Services, the Services will perform in accordance with and subject to this Service Level Agreement ("SLA"). CODA's target is 100% System Availability. If the System Availability during a given month is less than 99.95%, Customers are eligible for a credit as detailed below ("Service Credit"), which is the sole and exclusive remedy for any failure to meet the SLA.

### **Definitions**

- "Scheduled Maintenance Window" means the window during which scheduled maintenance of the Service may be performed. The Scheduled Maintenance Window shall be posted on the CODA Intelligence Partner Enablement Portal (PEP) with at least 24 hours' notice.
- "Service" means the portion of the following offerings hosted by CODA:
  - CODA Footprint (when hosted by CODA)
  - CODA Cortex
- "Service Credit" means the percentage of the monthly fees paid for the Service that is awarded to Customer as a credit for future renewals or purchases for a validated claim associated with the Service related to breach of the applicable Service Level during that month.
- "System Availability" means the percentage of total time during which the Service is available for Customer to send data into the Footprint platform ("Data Collection Uptime") or to log in to the solution ("Log-in Uptime"), excluding Scheduled Maintenance Window. Failure to be able to log in to the solution or send data into the Footprint platform due to any of the following is excluded from the System Availability downtime calculation under this SLA:
  - Unavailability of Customer's network;
  - Use of services, hardware, or software not provided by CODA;
  - Customer's failure to use any required configurations, follow acceptable use policies, or Customer's use of the Service in a manner inconsistent with the Documentation;
  - Customer's use in excess of the licensed capacities or any suspension due to suspected abusive behavior;
  - Use of the Service after Customer has been advised to modify its use of the Service.

### **System Availability SLA**

CODA will provide 99.95% System Availability for the Service during each calendar month ("Service Level").

### **Service Credits**

- For any calendar month the Service Level is not met, if Customer has fulfilled all of its obligations under the Agreement and the Service Level Agreement, that month may be eligible for a Service Credit. The Service Credit will be calculated in accordance with the table below and must be used within twelve months of issuance. In no event will a refund be given.

- In the event that the System Availability falls below the percentages in the chart in this section in any given month, the Service Level for that month will be considered unmet.

<b>System Availability</b>	<b>Service Credit Eligibility</b>
99.95% or above	No Service Credit
99.0% or above but below 99.95%	10% of the pro-rated monthly fee paid
95% or above but below 99.0%	25% of the pro-rated monthly fee paid
Below 95.0%	100% of the pro-rated monthly fee paid

- In any given month Customer shall in no event be entitled to receive a credit that exceeds 100% of its monthly fee for the Service.
- To receive a Service Credit, Customer must file a claim for such credit within five days following the end of the calendar month in which the Service Level was not met by opening a written case in CODA Intelligence's Partner Enablement Portal at <http://partner.codaintelligence.com>. The request must include the following items:
  - Request type: Incidents & Problems
  - Subject line including "SLA Credit Request"
  - Detailed description of the incident
  - Time and duration of the incident
  - Affected resources or operations
  - Any attempts made by Customer to resolve the incident.

Customer must provide to CODA all additional requested information necessary for CODA to investigate the claim. CODA will use all information reasonably available to it to validate the claim and to determine whether any Service Credits are due. CODA reserves the right to deny the Service Credit if the Customer is not in good standing due to being late on payment or otherwise not in compliance with any material contractual obligation. Please note that the CODA Intelligence Partner Enablement Portal is not a measurement of System Availability under this Service Level Agreement and the aforementioned steps must be taken for eligibility for Service Credits. CODA reserves the right to modify this Service Level Agreement upon thirty days' notice.

## **Contact and Escalation Process**

In those instances where the Customer needs technical support from CODA, to resolve an issue with one of their customer's Footprint tenants, the Customer can put in a service desk ticket (referred to as a "support request").

The support requests can be placed either by using the Dedicated Requests Section on the CODA Intelligence Partner Enablement Portal (PEP) <https://partner.codaintelligence.com> or by accessing our support team directly at [support@codaintelligence.com](mailto:support@codaintelligence.com). The above methods are equivalent, and both open a request under your support account. Each request will receive a unique request id, which can be used to trace that request across its lifespan. Data coming in from each channel will be aggregated under in the PEP to ensure consistent and coherent communication.

In order to open a request, the Customer must be under a valid CODA Product Subscription and must have a registered account on the Partner Enablement Portal.

### **Services & Support Desk Hours of Operation**

CODA's technical support team is available Monday thru Friday from 9 am to 5 pm Eastern Time/ ET and from 9 am to 5 pm Central European Time. This model provides our Customers with technical support coverage during business hours, Monday thru Friday, Eastern Time and Central European Time.

### **Types of Requests**

Our Partner Enablement Portal supports 3 different types of partner requests, in line with our customers support manifesto:

1. Incidents & Problems represent service malfunctions or software issues. These requests will be handled by our dedicated Support Team, in accordance with the appropriate SLA. The SLA is based on the severity of the issue, and the partnership level.
2. Questions are requests for information and will be directly handled by the Partner Success Team. Based on the nature of the question we will involve the appropriate internal resources.
3. Feedback & Enhancements are meant to encourage healthy conversations around product, platform and company. We know we're not perfect, so we've created a dedicated request type to make sure we're always in touch with our partners.

The number of incidents & problems handled for one partner is unlimited, however the number of questions and requests for information are limited to 10 per year. In case the support request is incorrectly classified, it will be adjusted by our Support Team and placed in the appropriate category. Upon request type reclassification a different SLA may apply.

### **Software Releases & Product Updates**

Once new features or bugfixes are available, CODA groups them into a release which is then rolled out to all its customers through its automatic update system. The planned release schedule is monthly for production environments. However, sometimes bugfixes may be released as a hotfix, which means they will be released right away, not waiting for the next planned release. For Customer-hosted systems, during install you must select your release channel: early adopter, production and late adopter. Product updates have several prerequisites documented in the Install Guide, please make sure they are being met in order to keep your system secure and up to date. All our hosted systems are running on the production train.

## **Requests for Enhancements**

Requests for enhanced features and/or functionality will be reviewed on a case-by-case basis to determine if the RFE makes sense, and if so, what priority is assigned to the RFE. In addition, if CODA accepts the RFE, the development and product marketing team will determine if the enhancement will be included in a future version release or if an out-of-cycle minor update will be issued.

It is important to note that RFE's must be considered in the context of all development activities at CODA, which is why they will be evaluated on a case-by-case basis. Some RFE's will be given priority, and some may end up as a "best-effort", without a time frame for adoption or inclusion.

## **Requests for Information**

A predefined number of requests for information is included per year for each partner tier. Questions may come around product sales, operation, delivery or even field situations where the partner requires help. We are doing our best to provide continuous training, education materials and accurate information within our Knowledge Base on our Partner Enablement Portal. However, we expect questions to arise around corner cases, and platform capabilities.

## **Incident & Problem Management**

As described during the prior sections, CODA will provide technical support for the escalation of incidents that arise from the use of end-user customer deployments. CODA is committed to delivering Tier-2 (technical support) and Tier-3 (engineering support) to our partners which are in-turn supporting their End Users (end user support).

In addition to the technical support for escalating end-user-related issues, CODA provides technical assistance related to the CODA platform deployed in the Customer's cloud. However, this does not include support for issues related to the Customer's Cloud resources, as previously mentioned.

In either case, the following Service Level Agreements (SLAs) will be adhered to and will depend upon the severity level ("Sev" level) of the Incident/Problem that is generated by the Customer partner. CODA reserves the right to modify the severity level of any support request, based upon the actual findings during the problem triage process. Please make sure your system is running the latest versions of the software before opening up an incident. Technical support services are only available for the latest version of the software.

## Priority Levels and Intervention Times for Platform Requests

The chart below provides an overview of the SLAs for each Request Type based on Partner Tiering:

Type / Priority	Description	SLA
<b>Incidents Sev-0 (Urgent)</b>	<ul style="list-style-type: none"><li>• A Footprint critical component on a production server does not start, hangs, or crashes.</li><li>• Data unavailability on production databases</li><li>• A virtual environment (container or virtual machine) with a critical Footprint service does not start or is unavailable.</li><li>• A Footprint critical component does not work after backup restoration or after migration</li></ul>	4h response call from a tech support engineer during CODA customer support coverage hours
<b>Incidents Sev-1 (High)</b>	<ul style="list-style-type: none"><li>• An entire component or functionality does not work and/or the customer is unable to use it as described in the documentation. The issue affects a significant number of end-users and/or virtual or container environments.</li><li>• Considerable performance degradation of an essential service that causes a high impact on Footprint operations for a substantial number of end-users. Once a workaround is available, and the situation is stabilized, the issue becomes Severity 3 (Low).</li><li>• A new installation does not function. The system does not boot, hangs or crashes, and/or blocks further deployment/provisioning of virtual environments.</li><li>• A production system has a major issue after installing the software updates, and the issue remains after the updates are removed.</li></ul>	12h response call from a tech support engineer during CODA customer support coverage hours

	<ul style="list-style-type: none"> <li>● Assistance with the recovering of the system after hardware failure.</li> <li>● A problem is affecting production and is causing service disruption. Excluding the issues falling outside the Scope of Technical support, such as the Customer's Cloud environment.</li> </ul>	
<b>Incidents Sev-2 (Normal)</b>	<ul style="list-style-type: none"> <li>● A stable solution or workaround is provided, and the Support Team continues to investigate the root cause.</li> <li>● A customer can use the software; however, there is a non-critical loss of functionality.</li> <li>● The functionality of some components is impaired but allows the users to continue using the software.</li> <li>● Software updates cannot be installed, or some minor features fail after an update.</li> <li>● An issue is reported for the lab/staging/development environment and does not impact service delivery.</li> <li>● An issue is not reproducible, or the problem is intermittent. Integration with other products does not function properly.</li> </ul>	24h response call from a tech support engineer during CODA customer support coverage hours
<b>Incidents Sev-3 (Low)</b>	<ul style="list-style-type: none"> <li>● A minor cosmetic issues or general software/functionality usage questions.</li> <li>● Missing or erroneous documentation reports</li> </ul>	48h response call from a tech support engineer during CODA customer support coverage hours
<b>RFE (Request for Enhancement)</b>	<ul style="list-style-type: none"> <li>● A request for an added or enhanced feature or functionality</li> </ul>	No SLAs apply for RFE's and they are addressed on a best-effort basis
<b>Questions</b>	<ul style="list-style-type: none"> <li>● A request for information regarding service capabilities, operation</li> </ul>	No SLAs apply for questions and they are addressed on a best-effort basis