ENTERPRISE PLAN SERVICE LEVEL AGREEMENT

This Enterprise Service Level Agreement (the "**SLA**") is entered into and shall become effective upon the execution of the Order Form (the "**Order Form**") issued by Platform Products Guilda Ltd. (the "**Company**"), and accepted by the Customer.

1. **Definitions**

   Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Order Form (as such term is defined herein).

   1. "**Business Days**" shall mean Monday through Friday, with the exclusion of legal holidays in Customer's location or relevant place of business.

   2. "**Customer**" shall mean an enterprise that holds a license to the Platform and/or any person on its behalf accessing and/or using the Platform under the enterprise designated account and by authorization of the Customer

   3. "**Order Form**" shall mean that particular order form signed by the Parties.

   4. "**Services**" shall mean the maintenance and support services to be provided by Company with respect to the Platform according to the terms and conditions of this SLA. The Services will be provided by the Company's staff remotely in accordance with the terms of this SLA. There will be no on-site support or guidance.

   5. "**Platform**" shall have the meaning ascribed to such term in the Order Form. Including Hive, Hive Console, Hive Gateway and other supporting libraries and utilities.

   6. "**Problem**" shall mean any failure in the Platform, including bugs. Problem may also be a feature that is not substantially functioning in accordance with its description in the Order Form. Any problem whose source is external to the Company's Platform (e.g. operating system, hardware, compatibility, third party services) will not be regarded as a Problem for the terms of this SLA. Also excluded are any upgrades to the Platform, including but not limited to additional features, changes to the API, integration, and compatibility support.

   7. "**Update**" shall mean any functionality modification or enhancement to a part of the Platform and or some of its features. Update, which may include corrections of any defects, fixes of any bugs, upgrades or additional features to the Platform (but shall not include upgrades that significantly change the functionality of the Platform). The content, nature and timing of all Updates shall be determined by the Company in its sole and absolute discretion.

   8. "**Work Around**" shall mean a technically feasible change in the operating procedure of the Platform whereby the effects of a Problem on the normal operation are reasonably minimized.

   9. "**Working Hours**" shall mean 9:00-17:00, Central European Time (CET).

   10. "**Third Party Service**" shall mean Third-party products, software, services, content, specifications, plug-ins, applications, and other features linked to, integrated with or accessing the Platform, including the hosting and cloud services of the Platform.

2. **Services.**
   Subject to the terms and conditions of this SLA, including without limitation payment of all Subscription Fees due to Company under an Order Form, the Company shall provide Customer with the following Services:

2.1 <u>Maintenance Services</u>. If and when Updates are developed by Company, Company shall promptly make such Updates available to Customer.

2.2 <u>Support Services</u>. In response to Customer report of a Problem, Company will make reasonable efforts to provide a fix, Work-Around or an Update for Problems reported by Customer, all at Company's discretion. Each report of a Problem must be accompanied by information sufficient to enable Company to verify and reproduce the Problem. Such a fix, Work-Around or Update shall be provided to Customer only.

2.3 Support services will be provided in accordance with the severity levels and response times set forth below. "**Response Time**" is the time elapsed within the Working Hours from the moment a Problem is acknowledged by the Company until the commencement of work on the resolution of the Problem.

2.4 Company will have a support team available to answer Customer questions during Business Days and Working Hours. In addition, the Company shall provide 24/7 support for "Critical Level Problems" on the basis of the current terms and conditions.

2.5 Below are the severity levels for Problems. Any Problems or Services will be qualified for a response as stated in the responsiveness table below. Company may patch a Problem and move it down the severity chain, thus allowing itself to have more time to permanently resolve the Problem.

Severity Level	Response Time
Severity Level 3 Problem - "Low/Routine Level Problem" – Problem with minor influence or no influence on the functionality of the Platform, Severity Level 3 Problems could have the following characteristics: • Error Message with Work Around. • Minimal performance degradation. • Platform is working properly and the issue is only a slight nuisance that is commonplace within the normal course of business.	Company staff is available during Business Days. Response within **24h** during Working Hours via email or the support ticket within the Platform.
Severity Level 2 Problem - "High Level Problem" –The Problem hampers the functionality of the Platform or Customer's use of the Platform, however, the functionality of the Platform is maintained. Severity Level 2 Problems could have the following characteristics: • Severely degraded performance. • Key functionality is unavailable but the Platform is operational in a restricted fashion. • An Error or issue forcing a reboot of the Customer platforms.	Company staff are available during Working Hours. Response within an average of **4h** via email or the support ticket within the Platform.
Severity Level 1 Problem - "Critical Level Problem" – Problem that precludes significant functionality of the Platform, or a Problem that prevents the Customer from performing critical business functions. Severity Level 1 Problems could have the following characteristics: • The Platform is preventing or blocking critical access or functions of the Customer's platforms. • The Platform is not working and no Work-Around is available.	Company's staff is available 24 hours per day, 7 days per week. Response within an average of 1h via email or the support ticket within the Platform. Initial reporting of Problem via the support ticket is preferred.

The email address for requesting support are as follows:
E-mail: help@graphql-hive.com

2.6 Customer shall designate in writing up to five (5) named contacts to request and receive telephone, email or remote access support services from Company. Customer support inquiries shall be initiated through these contacts only. Customer shall notify Company in writing of any changes to the designated Customer contacts.

3. **<u>Service Exclusions</u>**

3.1. The Company shall have no obligation to provide the Services for or in connection with Problems caused by any of the following:

1. Platform changed or modified by the Customer other than as specifically approved in writing by Company;
2. Network problems, including, without limitation, problems with remote access connections, with routers, segments, hubs and switches;
3. Support environment failures of any external support connections from Customer to computer systems maintained by Customer or any third party, including, without limitation, power outage or component failure;
4. Problems resulting from failure to incorporate or implement any fix, Work-Around or Update or any other maintenance or support service provided by Company.
5. A Problem sourced to a server or host that the Platform was installed on such server or host.
6. A Problem will be rated and prioritized based on SPG's assessment of the impact of the Problem on the Customer's operations in accordance with the severity levels listed in the table under Section 2.5.
7. Problems resulting from Customer's unauthorized use of the Platform or in a way that is incompliant with the Platform's license terms.

3.2. Company does not warrant providing any Services for a Customer using the Platform under a free Package (Hobby).

3.3. In case of a Problem to the Platform that is due to, or arising out of, an interruption, fault and/or error of a Third Party Service, the Company will use practically reasonable and possible efforts to provide a Work Around or otherwise find a solution to the Problem caused to the Platform, however, Company cannot and do not warrant that the Response Time will be within any particular timeframe set out in the severity levels table or that it will be able to resolve any such Problem caused due to a Third Party Service. Without derogating from the above, in case of any failure, interruption, fault or error caused due to or arising out of a Third Party Service, the Company will be responsible for the error tracking and the communication with the relevant Third Party Service provider until resolution of the Problem, which will be handled by the relevant Third Party Service provider in accordance with the service levels of the relevant Third Party Service.

3.4. Third Party Services may be subject to additional terms and conditions applicable to such Third Party Services, including, without limitation, their license terms and SLAs. The Third Party Services, including links to their specific terms, are arranged according to the order of importance and their impact on your use of the Platform, listed in the below table:

Level of impact on the Platform	Third Party Service Provider	Links to relevant Third Party Service terms and policies pages
	CloudFlare	SLA: https://www.cloudflare.com/business-sla/ Other Legal Information: https://www.cloudflare.com/website-terms/

	Microsoft Azure	SLAs (according to the type of service): https://azure.microsoft.com/en-us/support/legal/sla/cache/v1_1/ https://azure.microsoft.com/en-us/support/legal/sla/postgresql/v1_3/ https://azure.microsoft.com/en-us/support/legal/sla/kubernetes-service/v1_1/ https://azure.microsoft.com/en-us/support/legal/sla/event-hubs/v1_2/ Other Legal Information: https://azure.microsoft.com/en-us/support/legal/
High	ClickHouse Cloud	https://clickhouse.com/legal/privacy-policy
	AWS	https://aws.amazon.com/privacy/
Medium	Stripe	https://stripe.com/ssa
	Grafana Labs	https://grafana.com/legal/
	Sentry	https://sentry.io/terms
No Impact	Zendesk	https://www.zendesk.com/company/sunshine-conversations-enterprise-sla/
	Google Analytics	https://policies.google.com/terms

4. Customer's Responsibilities

4.1 Customer and, to the extent applicable, its staff, shall provide Company with reasonable and necessary assistance in order to enable Company to provide the Services.

4.2 Customer will notify Company promptly following discovery of the failure of the Platform, and will provide Company with sufficient information regarding the failure, the name of the organization, the name of the relevant project, and any other information reasonably requested by the Company to resolve the Problem. Any delays in the provision of the required information will delay the closure of the service event. The Response Time will begin elapsing from the time the required information is provided.

4.3 If required, provide the Company with remote access (VPN) to the systems necessary to debug and troubleshoot the issue that requires support. The response time will begin to elapse from the time remote access is provided.

4.4 Customer must have either internal or 3rd-party support of the hardware, operating systems, firewalls, proxy servers, database, and any relevant and related infrastructure so as to allow the Platform to be used.

5. Fees and Payment

All fees and payments in connection with the Service herein are included in the Enterprise Subscription Package offer and shall be made in accordance with the Platform's Terms of Service.

6. Ownership

As between Company and Customer, all Updates and any other material, in whole and in part, including the intellectual property rights embodied therein, provided under this SLA or under the provision of the Services are the sole and exclusive property of Company licensed to the Customer by Company for use only in accordance with the Order Form.

7. **Term and Termination**

This SLA shall be in full force and effect upon the Customer's registration and first access to the Platform in accordance with the relevant Subscription Package and shall terminate automatically upon termination of the Order Form and/or the expiry of the Subscription Period (whichever is earlier).

8. **Miscellaneous**

8.1. General. All the general provisions in the Order Form, including regarding the parties' commitment to confidentiality, information security and privacy, liability, dispute resolution and others, will apply, mutatis mutandis, to this SLA as well.

8.2. Changes. Company may amend or change the terms of its support services plan from time to time at its own reasonable discretion, by submission of a proper notice through the Platform and/or on Company's website in advance of such changes. Any change will come into effect (15) days after such notice was provided. Customer's continued use of the Platform after Company's notice of such changes will be deemed acceptance of the changes.