

## 1. SERVICE LEVEL

1.1 Platform Availability. The availability of the Platform is calculated on a calendar-monthly basis, excluding scheduled downtime (which, except in case of emergency, shall be notified to You at least 48 hours in advance) as follows:

*Platform Availability = (Number of days in the calendar month \* 24 \* 60 – Minutes of Platform unavailability during the applicable month (excluding schedule downtime)) / Number of days in the calendar month \* 24 \* 60*

Our Service Level only covers the Platform. Specifically, unavailabilities caused by customer applications built upon the Platform are not covered by Our Service Level.

1.2 Platform Availability Calculation Example. During a 30 days calendar month, the Platform is unavailable during 450 minutes:

*Platform Availability % = (30 \* 24 \* 60 – 450) / 30 \* 24 \* 60 = (43,200 – 450) / 43,200 = 0,9877 = 98,96% of availability*

1.3 Service Level Agreement. We guarantee the availability of the Platform 99,90 % of the time (the “Platform Availability”). The Platform is considered as available when it is not affected by a Severity 1 Incident (as described below).

In the event of a failure by Us to meet the Platform Availability, as Your sole and exclusive remedy, at Your written request, You shall receive service credits in accordance with the matrix below, provided that You made a request for a service credit within thirty (30) days after the end of the month in which the failure occurred.

- If the Platform is available less than 99,90% of the time but more than 99,50% of the time: service credit equivalent to 5% of the applicable monthly subscription fee;
- If the Platform is available less than 99,50% of the time but more than 98,50% of the time: service credit equivalent to 10% of the applicable monthly subscription fee;
- If the Platform is available less than 98,50% of the time: service credit equivalent to 25% of the applicable monthly subscription fee.

1.4. Service Credit Calculation Example. During a calendar month, the Platform is available 98,84% of the time and the monthly subscription fee is 10 000 €:

Service credits = 10% of 10,000 € = 1,000 €.

## 2. TECHNICAL SUPPORT SERVICE

2.1 Technical Support Service Hours of Coverage. For Severity 1 Incidents (as described below), Our support is available at all times. For Severity 2 or Severity 3 Incidents (as described below), Our support is available from Monday to Friday, between 09:00 and 18:00 PST, except during California public holidays.

2.2 Technical Support Contact. In case of issues directly caused by the Platform that impact Your access and/or use of the Platform (an “Incident”) You may open support tickets (a) through Our Support web portal, whose URL shall be provided by Us following the start of the Platform subscription and may be updated from time to time, or (b), for Severity 1 Incidents only, by phone (whose number shall be provided by Us following the start of the Platform subscription and may be updated from time to time), provided You confirm the support ticket through Our Support web portal as soon as reasonably possible. Only named users having a good knowledge of the Platform can interact with Our support service.

2.3 Incident Verification and Classification. Upon receipt of a support ticket, We will (a) attempt to verify any Incident described in the support ticket by independently recreating it on the Platform and (b) as appropriate, assign the applicable Severity Level (as indicated below) to each support ticket or classify it as not an Incident. Our Technical Support Service only covers the Platform. Specifically, Incidents caused by customer applications built upon the Platform are not covered by Our Technical Support Service.

2.4 Incident Severity Levels.

Incident Severity Level	Incident Description	Target Initial Response Time (during Hours of Coverage)
Severity 1 (Critical)	- An Incident preventing a customer application built upon the Platform to be available / usable (with no available work around) - An Incident preventing the loading into the Platform of an available critical data source (with no available workaround)	One (1) hour from when a support ticket is received by Our Technical Support.
Severity 2 (Major)	- An Incident preventing the main back-office features of the Platform to be available / usable (with no available workaround) - An Incident preventing the loading into the Platform of an available non-critical data source (with no available work around)	Four (4) business hours from when a support ticket is received by Our Technical Support.
Severity 3 (Minor)	- Incidents which are not categorized as Severity 1 or Severity 2 incidents	Two (2) business days from when a support ticket is received by Our Technical Support.

2.5 Incident Response. Upon Our determination of the Severity Level of an Incident, We will use commercially reasonable efforts to provide an initial response to You within the applicable “Target Initial Response Time” stated-out above. Thereafter, We will provide You with periodic reports on the status of corrections.

### 3 EXCLUSIONS

OUR SERVICE LEVEL AND OUR TECHNICAL SUPPORT SERVICE ONLY COVERS PLATFORM UNAVAILABILITIES AND/OR INCIDENTS DIRECTLY ATTRIBUTABLE TO THE PLATFORM THAT CAN BE REPRODUCED BY US. WE SHALL HAVE NO OBLIGATION IN TERMS OF SERVICE LEVEL AND/OR TECHNICAL SUPPORT (AND THUS WILL NOT PROVIDE SERVICE CREDITS) FOR PLATFORM UNAVAILABILITIES AND/OR INCIDENTS CAUSED BY: (I) USE OF THE PLATFORM OTHER THAN AS AUTHORIZED UNDER THE AGREEMENT OR DOCUMENTATION; (II) DATA OR INFORMATION UPLOADED TO THE PLATFORM BY YOU OR ON YOUR BEHALF; (III) YOUR OR THIRD PARTY EQUIPMENT; (IV) THIRD PARTY SERVICES, SOFTWARE OR SYSTEMS; (V) CUSTOMER APPLICATIONS BUILT UPON THE PLATFORM OR (VI) FORCE MAJEURE EVENTS.