

## EXHIBIT A: SUPPORT AND SERVICE LEVEL AGREEMENT

This Support and Service Level Agreement ("SLA") describes the standard support and service levels that apply to Selligent's Subscription and Support Services, unless the Specific Terms for a Subscription Service provides otherwise.

Section 1 describes the service levels and backup procedures of the Subscription Services.

Section 2 describes the service levels, availability of and access to Selligent's Support Team.

Section 3 describes the conditions for security audits and/or vulnerability assessments.

### DEFINITIONS

"Office Hours" are defined as 09:00AM - 5:00PM ET, excluding weekends and US federal holidays.

"Platform Response Time" is defined as the time between sending an http(s) request to the Platform front-end server and the reception of the first byte of the response. As a reference a representative webpage is measured that uses the same component as other production pages and is created during installation setup by Selligent.

"Central Monitoring System" is the equipment used by Selligent to measure and calculate the different Key Performance Indicators ("KPI(s)") describing the overall quality of service. To guarantee objective statistics, Selligent's Central Monitoring System operates with a redundant backup:

- The Central Monitoring System scans the Instances for availability and response time. The scans are initiated from Selligent's Central Monitoring System and, as such, are independent of the Platform's operational environment.
- The Central Monitoring System will alert the Selligent Support Team in case of any observed failures.

"Scheduled Maintenance" refers to planned maintenance on the Platform and its Servers. **Note:** Scheduled Maintenance may not necessarily result in any Platform downtime.

**Recovery Point Objective ("RPO")** describes the acceptable amount of data loss measured in time after a critical failure.

**Recovery Time Objective ("RTO")** is the duration of time and a service level within which a business process must be restored after a disruption

"Response Time" is the time between the time of activation of a support ticket by the Client, following the procedure described below, and the first response by Selligent's Support Team. Response Time is calculated on a per ticket basis.

### CLIENT UNDERTAKINGS

- The SLA applies solely to Selligent's Service(s) to which the Client has an active Subscription. Selligent is not responsible for the configuration or correction of third-party software or service, or for equipment or communications outside of its control. Selligent will not be obliged to provide Support Services if required as a result of: (a) modification of the applicable Service(s) by the Client or any other third-party without Selligent's express prior written consent or (b) a breach of the Agreement.
- Selligent will endeavor to ensure the availability of the Subscription Services as described below

and to provide a solution for or a work-around to any noted issue(s), within the time set out in this SLA.

- Selligent reserves the right to choose, assign or reassign its personnel servicing the Client for the purposes of support and to partly or fully subcontract the services to qualified personnel. The persons providing services on behalf of Selligent will remain free to provide similar services to those provided for under this Agreement to third parties.

## **EXCLUSIONS**

This SLA only applies to production platforms; and will not apply to any pre-production platforms. There is no SLA on resolution time with respect to any OEM products or modules governed by Specific Terms.

The SLA is not applicable when service levels are not met due to:

- factors outside Selligent's reasonable control, Force Majeure;
- Malfunctions attributable to an inappropriate connection to the Services;
- inappropriate use of the Services (i.e. not in line with the Documentation and/or the terms and conditions of the Agreement);
- a Denial of Service attack;
- Client's actions in an explicit intent to create downtime (during audit in accordance with Section 3 below);
- any other factor listed in this Agreement.

## **ESCALATION PROCEDURES**

Any matter that cannot be resolved through the Client's use of the Selligent's support ticketing system, as described herein, shall be escalated via email to the Selligent Support Manager. Any matter that cannot be resolved by the Selligent Support Manager, will be escalated via e-mail to the Selligent Support Director.

## SECTION 1. SUBSCRIPTION SERVICES

### Service Levels

This section describes key indicators that are used to measure the quality of the Subscription Services. Indicators are calculated per instance.

The Central Monitoring System will request a representative webpage to be (configured at initial configuration) periodically 24h - 7d/7d - 365d/365d and store the results to calculate the indicators described below, i.e. (i) Platform Availability and (ii) Average Platform Response Time:

- “**Platform Availability**” is the percentage of time the Platform is Available calculated per calendar month, excluding time used for Maintenance.

$$\text{Platform Availability \%} = \frac{T_{All} - T_{maintenance} - T_{Down}}{T_{All} - T_{maintenance}} * 100$$

To verify that the service is available, and the Platform is operating correctly, the Central Monitoring System will test the retrieval of a scripted page. The test fails if the page contains errors (HTTP status different from 200) and/or if the Platform Response Time is above 2.000ms. In cases where two or more consecutive tests fail, service downtime will be registered as the number of minutes between the first recorded downtime and the first recorded uptime. The Platform Availability is measured every 60 seconds by the Central Monitoring System.

The “**Platform Availability Objective**” is as follows: 99.5% or a maximum cumulated downtime of 220 minutes per month, excluding Maintenance.

The following “**Credit Note %**” apply in case the Platform Availability Objective is not reached for a given calendar month:

Platform Availability	Credit Note % on the Service Fees due for the Subscription Services to which Client has subscribed and for which the Platform Availability Objective was not reached, for the given calendar month.
< 99.4%	10%
<99.2%	20%
<99.0%	30%

All claims must be submitted by e-mail to [claim@selligent.com](mailto:claim@selligent.com) not more than fourteen (14) calendar days after the end of the month during which the Platform Availability falls below the Platform Availability Objective.

Selligent will acknowledge receipt of all claims within two (2) business days. Selligent will inform Client not more than ten (10) business days following receipt of the claim whether the appropriate credit note will be issued, or that the claim is rejected, specifying the basis for such rejection.

The credit note will be deducted from the Client’s invoice relating to the concerned Subscription Service to be issued during the next billing period.

- **"Average Platform Response Time"**: The Average Platform Response Time is the monthly average Platform Response Time, excluding any Platform downtime, expressed in milliseconds, as calculated by the Central Monitoring System every sixty (60) seconds.

The Average Platform Response Time Objective is **500ms**.

## Maintenance & Upgrades

**"Scheduled Maintenance"** is required to ensure Platform Availability and performance:

- **"Small Maintenance"**: Small maintenance interventions are organized to perform tasks that have a very limited impact on the Subscription Services. The maximum cumulated downtime is fifteen (15) minutes per maintenance window. The interventions are executed between 12:01am and 7:59am ET, and occur no more than twice a month. If applicable, a short notification will be sent at least twenty-four (24) hours in advance, for information purposes. Typical examples are windows maintenance updates or nightly system restarts.
- **"Heavy Maintenance"**: Selligent reserves Heavy Maintenance windows to deploy structural upgrades on Platform components. The maximum cumulated downtime is between fifteen (15) minutes and four (4) hours per maintenance window. The exact timing, duration and potential impact on operations are communicated with reasonable advance notice, at least one week prior to the intervention. Heavy Maintenance windows are scheduled between 12:01am and 7:59am ET, unless the nature of the intervention requests otherwise.

**"Urgent Maintenance"**: On rare occasions, Selligent may need to initiate an intervention without prior notice. In such a situation, Client will be informed on the status and expected duration of the operation as soon as possible. These interventions are exceptional and should not occur more than four (4) times a year.

**"Upgrades"**: Upgrades are periodic updates to the various components of the Subscription Services, including, but not limited to regular features updates, minor bug fixes, patches, and/or major updates. Upgrades will occur periodically, as needed, throughout the Term on a component by component basis. Upgrades are expected to have a very limited, if any, impact on the Subscription Services, and any downtime experienced as a result of an Upgrade is specifically excluded from the Platform Availability Objective calculation. Major updates will be announced from the Platform login page.

## Backup Procedures

To protect against a catastrophic failure in Selligent's primary data center, encrypted backups are transferred to a remote off-site repository.

The overall backup includes the database backup and the backup of app/web server files. Different schedules apply as the database changes more frequently than the files on disk.

- **"Database backup"**: The full database backup is created every five (5) days; transactional log backups run every fifteen (15) minutes. The retention is setup to allow for data recovery up to the past fourteen (14) calendar days. Backups are retained for two (2) weeks on-site and off-site.  
RPO: Thirty (30) minutes; RTO: depends on database size, between three (3) and five (5) hours.
- **"Server Backup"**: Servers are backed up nightly. Backups are retained for fourteen (14) calendar days and are transferred to an off-site repository.  
RPO: max. twenty-four (24) hours; RTO: forty-eight (48) hours.

## SECTION 2. SELLIGENT SUPPORT

### Support Requests

All “**Support Requests**” for the Support Team should be created using the “create ticket” function on the support portal (<https://support.selligent.com>). Client will receive credentials enabling them to log on to the client support portal throughout the duration of the Subscription Term.

The support system can be used to report two (2) types of Support Requests:

- “**Defect Report**”: Reports a defect of existing functionality of the Services, decreased performance, deliverability issues, or availability issues.
- “**Change Request**”: Requests a change in the Services configuration.

Selligent’s on-line help and e-Learning platforms are available for functional questions on how to use the Subscription Services. However, information and assistance request, questions on how to use the Services, best practices, general information can be addressed to Selligent as provided for in the Sales Order.

The support system supports four (4) levels of priority. The priority level is initially assigned by the Client but can be re-evaluated by Selligent based on the content or the urgency of a request. The delivery of a temporary solution might decrease the priority level of a ticket.

- “**Business Critical**”: A situation is causing significant damage or will do so in the very near future. The request needs utmost priority (product is inoperable, not functioning, data inconsistency).
- “**High**”: A situation is important and needs to be handled with priority (business outage or significant impact threatening future productivity. Very difficult to work around, system somewhat usable).
- “**Normal**”: Basic Support Request, handled with normal priority (production proceeding but impaired. Workarounds available).
- “**Low**”: Support Requests that are not time critical and can be handled with a lower priority (no production impact, request for product or feature enhancement).

The table below gives an overview of the type of Support Requests and the accepted priorities:

	Business Critical	High	Normal	Low
Defect Report	Y	Y	Y	Y
Change Request	N	Y	Y	Y

**Note:** Business Critical and High priority requests are only available for Support Requests related to production platforms.

### Support Channels / Availability / Activation

The support portal is available 24/7/365, including weekends and holidays.

During Office Hours the Support Team monitors the support portal as Support Requests are entered into the portal.

The support hotline can be reached at either +1-917-830-8262 or +32-11-82-20-45, and is available 24/7/365, including all weekends and holidays.

- Outside of Office Hours, for Business Critical and High priority tickets, Clients may utilize the support hotline to activate the Response Time for such tickets.

Response Times for all Normal and Low priority tickets introduced outside of Office Hours, and for any Business Critical and High priority tickets that are not activated using the hotline, shall begin on the next business day in the United States.

### **Service Levels for Support**

Tickets may be activated by Client using the support portal during Office Hours or through the use of the support hotline outside of Office Hours (Support hotline for Business Critical and High priority tickets only).

The table below gives the Response Time for the different ticket priorities:

Priority Level	Response Time
Business Critical	1 hour
High	2 hours
Normal	1 day

When a Support Request is submitted, Selligent's Support Team will use commercially reasonable efforts to provide the first response within timeframe mentioned above. Selligent will use commercially reasonable efforts to diagnose the problem and provide a remedy that could take the form of eliminating the defect, providing updates, or demonstrating how to avoid the effects of the defect with the Client using a commercially reasonable level of effort. Despite Selligent's exercise of commercially reasonable efforts, not all problems may be solvable. If the Support Request cannot be solved within a commercially reasonable timeframe, Selligent's Support Team will initiate internal escalations for Business Critical and High priorities Support Requests and will prioritize the repair of product defects encountered. The client will be kept informed of the evolution via the support portal. Client's designated technical resource must be available to collaborate with Selligent Support Team during the resolution process.

### **SECTION 3. SECURITY AUDITS & VULNERABILITY ASSESSMENTS**

Selligent shall conduct regular security and vulnerability audits, but the Client, Subject to Section 11.10 of the Agreement, shall have the right to audit the technical and organizational measures put in place by Selligent designed to protect Client Data.

Any type of security / performance scanning on the shared infrastructure is prohibited without prior written approval from the Selligent Information Security Officer. Client may request this through their Client Success Manager ("CSM").

**Note:** Shared components (i.e. firewalls, file servers, etc....) may not be polled using any external monitoring tools.

Vulnerability assessments and security audits may only be allowed if:

- the methods are limited to non-destructive methods only;
- the tests are only performed within an agreed upon time window;
- the tests are executed on the an agreed upon scope (IP's, machines, domains, etc...);
- any test results are shared with Selligent security personnel following the assessment;
- any and all test results are treated as Selligent's Confidential Information and are never disclosed to any third-parties without Selligent's prior written consent;
- the tests will be immediately interrupted on Selligent's request.

The assistance that Selligent gives in order to facilitate any of the aforementioned audits or to analyze the results will be invoiced at Selligent's then current billing rates for such services.