Service Level Agreement ("SLA")

1. General

Subject to Customer's compliance with its obligations under the services agreement, terms of use or other similar agreement ("Agreement") entered between Customer and IORiver Ltd. ("Company"), during the term of the Agreement, Company will provide Customer with the maintenance and support services specified in this Services Level Agreement ("SLA"), for the Company's solution ("Service"). Nothing in this SLA shall be construed as to require Company to dispatch personnel to Customer's site or otherwise provide on-site services. Company reserves the right to change the terms of this SLA by providing Customer with at least thirty (30) days prior written notice.

2. Definitions

The following definitions apply to this SLA:

- **Downtime** or **Downtime Incident** means the time in which the Service is unavailable to the Customer as measured and determined solely by Company based on its servers. Downtime Incidents shall exclude: (i) planned downtime incidents announced in advance by Company, including without limitation, for periodic upgrade and maintenance; (ii) network disruption between a Customer's network and the Service outside of Company's control; (iii) Downtime Incidents that are caused by the SLA Exclusions specified below; and/or (iv) any time where Company is waiting for information from the Customer or waiting for Customer confirmation that the Service has been restored.

- **Downtime Period**: The number of minutes in a calendar month during which the Service is unavailable to the Customer due to Downtime Incident(s).

- **Monthly Uptime Percentage**: The monthly uptime expressed as a percentage, calculated based on the total number of minutes in a

calendar month, minus the Downtime Period, divided by the total number of minutes in a calendar month.

- **Support Hours**: 24 hours per day, 7 days per week, including holidays.

3. Availability

During Customer's subscription term, Company will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.9% during monthly billing cycle ("Service Commitment").

4. Other SLA Exclusions.

The SLA does not apply to any: (a) features or services which Customer did not purchase and/or are specified in the Service associated documentation as excluded; or (b) Downtime Incidents that: (i) are caused by factors beyond Company's reasonable control (e.g., any force majeure event (including but not limited to strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, acts of terrorism, earthquakes, power outages, pandemic or epidemic (or similar regional health crisis)), shortage of adequate power or transportation facilities or any other problems beyond Company's reasonable control etc.); (ii) results or outcomes attributable to repair, maintenance or modification of Company's software by persons other than Company's authorized third parties; (iii) resulted from accident, negligence, abnormal physical or electrical stress, abnormal environmental conditions, abuse or misuse of the Company's software; (iv) resulted from use of the Service other than in accordance with its manuals, specifications or documentation or in violation of the Agreement; (v) resulted from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Company's direct control); and/or (vi) resulted from the combination of the Company's software with equipment or software not authorized or provided by Company's or otherwise approved by Company in the software's manuals, specifications or documentation.

5. Customer Support Services.

Company shall use commercially reasonable efforts to ensure that the Service shall perform in all material respect with the service documentation. Company shall, 24x7 , assist in the operation of the Service and in verifying the causes of suspected errors. Company will use commercial reasonable efforts to respond to Customer according to the response table specified after receipt of Customer's request for support.

6. Reporting Cases & Response Time

- Customer support requests should be sent by emailing Company's support at **support@ioriver.io**. Support queries sent to other Company's email addresses will not be considered as support requests. Company may, at any time update the communication methods to be used in order to submit the issue to Company's support team.

- All support queries are logged within Company CRM system and allocated an ID reference number.

- Support queries are prioritized by the Company support team who will respond to the Customer either by Slack or email or phone as following:

Severity	Description	Initial Response Time
Critical (Severity 1)	The Service is down, all functionalities are not operational and the issue is directly disrupting customer network and/or business operations - and no reasonable workaround is available	1 Hour
High (Severity 2)	A major service functionality is impacted by an issue that is	2 Hours

	persistent and affects many users —and no reasonable workaround is available.	
Medium (Severity 3)	The Service is operational, with a minor impact on functionality for some or all users, and an acceptable workaround or Service exists.	24 Hours
Low (Severity 4)	Minor issues not impacting service functionality.	48 Hours

Finally, please note that some of the above mentioned Personal Data will be used for detecting, taking steps to prevent, and prosecution of fraud or other illegal activity, to identify and repair errors, to conduct audits, and for security purposes. Personal Data may also be used to comply with applicable laws, with investigations performed by the relevant authorities, law enforcement purposes, and/or to exercise or defend legal claims. In certain cases, we may or will anonymize or de-identify your Personal Data and further use it for internal and external purposes, including, without limitation, to improve the services and for research purposes. "Anonymous Information" means information which does not enable identification of an individual user, such as aggregated information about the use of our services. We may use Anonymous Information and/or disclose it to third parties without restrictions (for example, in order to improve our services and enhance your experience with them).

7. Support Exclusions

The technical support described above will only be provided with respect to the Service version which is under support, and in addition to the SLA Exclusions specified above, Company shall not be required to correct any error that in Company's reasonable discretion resulting from:

1. Any modifications of the Service that have not been approved by Company in writing;

2. Customer's instructions, or installation or set up adjustments;

3. Use of the Service other than as permitted in the Agreement;

4. Any fault in any equipment or programs used in conjunction with the Service, or other causes beyond the control of Company; and/or

5. Customer's negligence or willful misconduct.

8. Customer Responsibilities

Company's obligations hereunder are subject to the following:

1. Customer agrees to receive from Company communications via e-mail, telephone, and other formats;

2. Customer's technical support contact shall cooperate with Company at all time during the provision of technical support and maintenance services hereunder; and

3. (c) Customer shall report to Company all problems with the Service and shall implement any corrective procedures provided by Company reasonably promptly after receipt.

9. Contract Termination

Any Subscriber that has a contract with a term and a minimum commitment shall have thirty (30) days to terminate their subscription agreement following (1) a period of "**DowntimePeriod**" longer than 7.2 hours (below 99% availability) in any one month, or (2) three contiguous months that have periods of "**Downtime Period**" longer than 43.8 minutes (below 99.9% availability) each.