Framework Agreement

THIS FRAMEWORK AGREEMENT is made between **Company** (being Altura B.V, with details as set out in the Order Form), and the **Customer** (as defined in the Order Form).

each of the above together are hereinafter referred to as the **Parties** and each a **Party**.

WHEREAS:

(A)   Company provides a SaaS solution that facilitates the bid management process (the **Platform**) as well as related services (the **Services**).

(B)   Customer wishes to engage the Company to obtain access to the Platform, as well as the Services related thereto.

(C)   The Parties wish to lay down in this Framework Agreement the terms and conditions applicable to the Company's provision of services and access to the Platform.

THEREFORE IT IS HEREBY AGREED as follows:

1   Definitions

1.1   Definitions

Unless the context requires otherwise, capitalized terms and expressions are defined terms and expressions which will have the meaning as set out in **Schedule 1**.

1.2   Structure

The Framework Agreement consists of the following documents:

(i)   this Framework Agreement;

(ii)   the following Schedules:

(a)   Schedule 1: Definitions; and

(b)   Schedule 2: Service Level Agreement;

(iii)   the Order Form(s) signed in conjunction with this Framework Agreement; and

(iv)   the Data Processing Agreement, including its Annexes.

1.3   Order of Precedence

In case of any conflict between the provisions of the Framework Agreement, the following order of precedence applies: (1) the Order Form, (2) Schedules (where the provisions of the body of the Schedule prevail over the provisions of an Annex to the Schedule), (3) this Framework Agreement, (4) any other agreements as entered into with the Customer.

2 Term and Termination

2.1 Term

This Framework Agreement will be effective from the Subscription Start Date and continue for the Term. The Term will automatically be renewed for additional Terms unless either Party gives notice of non-renewal to the other Party sixty (60) days before the end of a Term.

2.2 Termination

2.2.1 Either Party may terminate this Framework Agreement if the other Party (a) fails to cure a Material Breach of these Framework Agreement within thirty (30) days after receiving notice of the breach; (b) dissolves or stops conducting business without a successor; (c) makes an assignment for the benefit of creditors, or becomes the debtor in insolvency, receivership, or bankruptcy proceedings that continue for more than sixty (60) days. In addition, either Party may terminate an affected Order Form if a Force Majeure Event prevents the Platform from materially operating for thirty (30) or more consecutive days. A Party must notify the other of its reason for termination.

2.2.2 Both Parties waive the right, if any, to annul, rescind or dissolve (*ontbinden*) or cancel this Framework Agreement in whole or in part, or to request annulment, rescission, dissolution or cancellation of this Framework Agreement, in whole or in part, after the Subscription Start Date on the basis of articles 6:228 or 6:265 of the Dutch Civil Code.

2.3 Effect of Termination

2.3.1 Upon the expiration or termination of this Framework Agreement: (i) Customer's right to access the Platform will immediately end, (ii) all SOWs will terminate concurrently, (iii) Customer will be allowed to download all Customer Content, (iv) within ninety (90) days, Parties will delete and/or destroy, and will not keep in its possession, recreate, or deliver to anyone else, any and all of the other party's property, including, but not limited to Customer Content and Confidential Information, all devices and equipment belonging to the other party, all electronically-stored information and data, and any reproductions of any of the foregoing items that a party may have in its possession or control, and (v) Customer will pay, or Company will refund (e.g., with respect to pre-paid amounts and credits) as applicable, all accrued Fees within sixty (60) days of the invoice or the date termination occurred, whichever is earlier.

2.3.2 Clauses 4.1.1, 2, 2.3.2, 7, 8 and 9 of this Framework Agreement will survive the expiration or termination of this Framework Agreement. Termination or expiration of this Framework Agreement will not affect any already-accrued obligations or liabilities.

3 Fees and payment

3.1 Fees and payment

3.1.1 Company will invoice Customer in advance for all applicable Fees specified in the Order Form and any SOW hereto. Fees are due and payable in the currency and within the Payment Term as specified in the Order Form.

3.1.2 Company will send the Customer a first notice one (1) day after the due date, indicating the overdue amount and requesting immediate payment. If the overdue amount is not paid within five (5) days after the first reminder, the Company will send a second notice. If the overdue amount remains unpaid three (3) days after the second notice,

the Company will send a third and final notice. If Customer fails to pay the invoice within two (2) days after the third and final notice, Customer will be in default.

3.1.3   From the moment Customer is in default, Statutory interest (*wettelijke handelsrente*), shall be applicable and accrue. Company has the right to suspend the Services until payment is received.

3.1.4   If Customer has a good-faith disagreement about the amounts charged on an invoice, Customer must notify Company about the dispute during the Payment Term as defined in the Order Form and must pay all undisputed amounts on time. Company will work together to resolve the dispute within fifteen (15) days after the end of the Payment Term. If no resolution is agreed, each party may pursue any remedies available under this Framework Agreement or Applicable Laws.

3.1.5   The Customer may not set off amounts it would be owed by Company for any reason whatsoever against an outstanding invoice.

3.2   Fees adjustment

3.2.1   The Fees will be adjusted annually in accordance with the Services Producer Price Index set by Statistics Netherlands (*Centraal Bureau voor de Statistiek*).[1] Furthermore, Company reserves the right to increase the Fees with an innovation fee once per calendar year up to 2%, upon Sixty (60) days prior notice to Customer (which may be sent by email). In the event Customer objects to the adjusted Fee, Customer may terminate this Framework Agreement by given thirty (30) day notice to Company.

3.3   Taxes

All Fees are exclusive of, and Customer is solely responsible for payment of, all applicable value-added, sales, use, right of use and other taxes and all applicable export and import fees, customs duties, and similar charges (other than taxes based on Company's net income) arising from the transactions hereunder.

4   Scope

4.1   The services and service level

4.1.1   Subject to the terms of this Framework Agreement and for the term thereof, Company will provide the Services (as set out in the Order Form).

4.1.2   Company shall use commercially reasonable efforts to provide the Services (as set out in the Order Form) and to ensure that the Platform is available in accordance with the applicable Service Level Agreement (the **SLA**) included in **Schedule 2**.

4.1.3   If the Services do not meet the service levels specified in the SLA, Company will provide the responses outlined in the SLA and will not be responsible for any other responses or remedies. In any event, if the Services are temporarily unavailable for scheduled maintenance, for unscheduled emergency maintenance, or because of other causes beyond Company's reasonable control, no remedies will accrue.

4.1.4   The Platform is provided "as is" on the Subscription Start Date. However, Company reserves the right to modify, add, or remove some or all of the Platform's functions or features at any time in its sole discretion, provided that at least seven (7) days' notice is provided for any modifications or removals. Company agrees agree such changes to will not materially diminish the overall features or functionality of the Platform.

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[1] Index is available at https://www.cbs.nl/en-gb.

4.1.5   Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services.

4.2   Rights to access and use

4.2.1   Subject to Customer's compliance with this Framework Agreement and for the duration of the Term, Company grants Customer and each authorized User a non-exclusive, non-sublicensable and non-transferable right to access and use the Platform and Services during the Term.

4.2.2   Company owns the Services and the Platform and any other content or materials provided to Customer. Company retains ownership of all right, title, and interest in and to the IP Rights pertaining thereto, all related and underlying technology and any updates, enhancements, upgrades, modifications, patches, workarounds, and fixes thereto and all derivative works of or modifications to any of the foregoing. The use of the Platform and the Services will not in whatever form result in any transfer of IP Rights from Company to the Customer or User.

4.2.3   Customer may, but is not required to, give Feedback, in which case Customer gives such Feedback "as is". Company may use all Feedback freely without any restriction or obligation. In addition, Company may collect and analyze data and information about the provision, use, and performance of the Platform and related offerings based on Customer's or User's use of the Platform (**Usage Data**), and may freely use such Usage Data to maintain, improve, and enhance Company's Platform and Services without restriction or obligation. However, Company may only share Usage Data with others if the Usage Data is aggregated and does not identify Customer or Users.

4.2.4   Company is allowed to use the Customer's name, logo, and trademarks as well as case studies for marketing and promotional purposes in accordance with these Terms.

4.3   Artificial intelligence

4.3.1   Through the Platform, Company may provide features or functionalities driven or enhanced by artificial intelligence (the **AI Features**). Company shall never use Customer Content in relation to the AI features in any way.

4.3.2   Customer acknowledges and agrees that Company's use of the AI Features may occasionally result in inaccurate, incomplete, or inappropriate information. Company does not guarantee the accuracy, reliability, non-infringement of third party rights, or general suitability of the information provided through the AI Features, and Customer should independently verify any information or content provided through the AI Features.

4.3.3   Company shall use commercially reasonable efforts to continually improve the AI Features and its underlying algorithms, and to promptly address any known issues or inaccuracies brought to our attention. Customers are encouraged to report any inaccuracies or issues with the use of the AI Features.

5   Customer responsibilities and restrictions

5.1   User accounts

5.1.1   The Customer will need a license for each User to use the Services. Provided Customer complies with this Framework Agreement, a paid license gives a limited, non-exclusive and non-transferable right to allow one (1) User to use the functionalities of the Platform as described in the Order Form. For add-ons, a single license gives all

Users access to the chosen add-ons, as defined in the Order Form. If Customer whishes to increase the amount of licenses, it will do so by written notice to the Company. Customer will be invoiced for the additional licenses in accordance with the payment terms included in the Order Form.

5.1.2 It is Customer's responsibility to set, manage and monitor such licenses. Customer will be given or will establish user login credentials such as usernames, passwords and PINs for Users to access the Platform (**User Account**). With the creation of a User Account, Customer warrants that the information provided is correct, complete and up-to-date. Customer is responsible for keeping the data in a User Account correct, complete and up-to-date at all times.

5.1.3 Customer must protect the confidentiality of these passwords and login credentials. It is strictly prohibited to share User Accounts with anyone else or otherwise provide third parties with access to the Platform. Customer will promptly notify Company if it suspects or knows of any fraudulent activity with its accounts, passwords, or credentials, or if they become compromised.

5.2 Restrictions

5.2.1 Customer will not, and will not allow Users to, directly or indirectly:

(i) sell, lease, license, sublicense, or otherwise make available the Platform to any third party;

(ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the Platform;

(iii) modify, translate, or create derivative works based on the Services or the Platform;

(iv) use the Platform in violation of any applicable laws, regulations, and rights;

(v) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services or the Platform, including, without limitation, by introducing viruses and other harmful code or by using flood pings, denial-of-service attacks, or similar methods or technology;

(vi) use or access the Service and the Platform to build or support and/or assist a third party in building or supporting products or services competitive to the Service and the Platform;

(vii) share User Accounts with unauthorized Users or otherwise provide third parties with access to the Platform;

(viii) bypass any login environment; or

(ix) test the vulnerability of our Platform or security measures.

5.2.2 Customer must immediately notify Company if it becomes aware of a breach of Clause 5.2.1 by any of its authorized Users. Company may permanently block access to the Platform of such User in case of a breach of Clause 5.2.1 / Company may suspend access to the Platform of such User in case of a breach of Clause 5.2.1

5.2.3 A breach of Clause 5.2.1 by Customer is considered a Material Breach, as a result of which Company may terminate this Framework Agreement in accordance with Clause 2.2.1 in case of such a breach.

5.2.4   Company may suspend access to the Platform in case of a breach of any obligations of this Framework Agreement or if Company determines in good faith that such suspension is necessary to avoid possible harm to Company, other customers, or any third party's property, systems, or information. Company will notify Customer of the suspension and reason thereof as soon as commercially practicable.

6   Customer content

6.1   Ownership customer content and license

6.1.1   Anything Customer posts, uploads, shares, stores or otherwise provides on the Platform is considered Customer Content. Customer owns all right, title and interest in and to Customer Content. Company may copy, display, modify, and use Customer Content only as needed to provide and maintain the Platform and Services to the Customer. For this purpose, Customer grants Company and its subcontractors a non-exclusive, worldwide, royalty-free, paid-up, transferable right and license to use, process, and display (to Users) Customer Content for the sole purpose of providing the Services to Customer.

6.1.2   Company acknowledges that the Customer Content accessed under this Clause is confidential and proprietary information of the Customer to which the confidentiality arrangements as provided for in Clause 9 of this Framework Agreement explicitly apply. Company guarantees it shall not share with or show to other customers or third parties any Customer Content.

6.1.3   Customer grants Company a non-exclusive, non-transferable, non-sublicensable, and revocable license to access Customer Content with the aim of (i) verifying Customer's use of the Services in compliance with any applicable laws and (ii) performing benchmarking activities to evaluate and enhance the Services provided by Company. Company may conduct comparative analyses, statistical evaluations, and other benchmarking activities, provided that (a) any data used in these activities is aggregated and anonymized, ensuring that Customer Content is not identifiable and cannot be traced back to the Customer, (b) such activities do not involve the use of Customer Content in any commercial end-products, and (c) the insights derived from these activities are used exclusively for Company's internal research and development purposes to improve the Services.

6.2   Restrictions

6.2.1   Customer will not provide Customer Content to Company or use the Services in connection with Customer Content that (as determined by Company, in its sole discretion):

(i)   is infringing, illegal, or likely to cause harm to any individuals;

(ii)   contains a bug, virus or other similar attribute or code that may infect, disable or otherwise impair Company's systems, software, and Services; or

(iii)   may otherwise infringe or violate rights of a third party.

6.2.2   Company reserves the right to remove or have removed any such Customer Content from the Platform.

6.2.3   Customer is solely responsible for Customer Content, including without limitation, complying with any obligations regarding maintaining the confidentiality of Customer Content, and making backups of Customer Content, and ensures that Customer

Content is true, accurate and up to date. Company does not accept any liability for any breach of any (confidentiality) obligations by Customer in in connection therewith.

6.2.4   Notwithstanding anything to the contrary, any Customer Content or request for services provided under this Framework Agreement, shall not restrict Company from developing any such services independently, including the development of any related or similar services or artificial intelligence models, provided that at no time Company shall use any Customer Content for the development of such services artificial intelligence models.

7   Disclaimers

7.1.1   Except as expressly set forth herein, Company (and its affiliates, agents, licensors and suppliers) provides the Platform and Services "as is" and "as available" and Company does not guarantee any results relating to the use of the Platform and Services. Customer's use of the Platform and Services is at its own risk. Disclaimers

7.1.2   The Platform, or parts of it, may be unavailable from time to time, for example, because Company may need to perform updates, fix problems or add features in accordance with the SLA. Company guarantees the availability or uptime of the Platform and Services in accordance with the SLA, but does not guarantee that the Platform will be completely free of problems, malfunctions or errors.

7.1.3   Third-party providers of products or services that are not Company products or services, available for instance through links on the Platform, may provide their own warranties.

7.1.4   Company does not offer procurements itself, but merely provides the Platform and Services that allow Customer. Thus, Company is explicitly not a party to any procurement or procurement consultant services. Company will make no guarantees as to the content, reliability or validity of any procurement published on the Platform and the conduct and reliability of the provider.

8   Limitation of liability

8.1.1   Neither Party (nor any of its affiliates, agents, licensors or suppliers) will be liable to the other for any indirect, special, incidental, exemplary, punitive, or consequential damages of any kind in connection with this Framework Agreement, whether arising out of contract, tort, negligence, strict liability, or any other legal or equitable theory, even if advised of the possibility of such damages.

8.1.2   Neither Party shall be liable for any total amounts exceeding the fees paid by Customer to Company under this Framework Agreement in the twelve (12) months preceding the events giving rise to the claim.

8.1.3   Company will not be liable for Customer's failure to back-up its files and data under any circumstances nor will Company be liable for any loss of data, including without limitation the cost of reconstructing data lost during performance of services. Furthermore, to the fullest extent permitted by applicable law, Company accepts no liability arising out of or in connection with the use of, or reliance upon, the AI Features or the information provided with through the AI Features, in accordance with Clause 4.3.

8.1.4   Company accepts no responsibility or liability in relation to hardware or software (including any third-party connections) not provided by Company.

9 Confidentiality

9.1 Confidentiality Obligation

During the Term and any renewal thereof and for a period of five (5) years after the end of the Term, the Parties undertake to treat as confidential the Confidential Information of the respective other Party that have been entrusted to it or of which it has become aware in connection with the Framework Agreement, not to share them, to use them exclusively for execution of the Framework Agreement, and not to exploit them for themselves or others even after the end of the Framework Agreement.

9.2 Exclusions

The obligation to keep confidential and not share Confidential Information does not apply to information that:

(i)   is already generally known;

(ii)   was already provided to the Party under the confidentiality obligation before the Subscription Start Date on a non-confidential basis;

(iii)   was made available to the Party under the confidentiality obligation by third parties on a non-confidential basis, unless this third party in turn violated a confidentiality agreement by sharing the information.

9.3 Disclosure of Confidential Information

No confidentiality obligation exists if the Party under a confidentiality obligation is legally obligated to disclose Confidential Information in judicial, official, or other proceedings. If one party believes itself to be obligated in this way, it shall inform the other party in writing in a timely fashion before the disclosure, insofar as this is legally permissible, so the latter can prevent the disclosure through legal steps. In this notification, the obligated Party shall inform the other Party in an appropriate form, for example on the basis of a written report of a legal advisor, what confidential information must be shared. The obligated party shall only disclose the portion of the Confidential Information that must be disclosed.

9.4 Termination non-disclosure agreement (if applicable)

In the event Parties have signed a non-disclosure agreement prior to the entry into force of this Framework Agreement, such non-disclosure agreement is hereby terminated, and the confidentiality obligations in this Clause 9 shall apply to any Confidential Information, including any Confidential Information as exchanged during the term of the non-disclosure agreement.

10 Data protection

Customer understands and acknowledges that, in connection with the use of the Services, Company process Personal Data. Company will process Personal Data in accordance with Company's Privacy Policy, and the Data Processing Agreement in place between the Parties.

11 Governing Law and competent court

This Framework Agreement, the Order Form, any SOW, and any action in relation thereto, shall be governed by the laws of the Netherlands. The competent courts of Amsterdam, the Netherlands, shall have exclusive jurisdiction in relation to any actions

regarding this Framework Agreement, the Order Form, any SOW, and any other aspects of Customer's relationship with Company.

12 Miscellaneous

12.1 Notice

Notices will be considered properly received: (i) when delivered, if delivered in person or (ii) if transmitted by e-mail to the e-mail address specified in the Order Form. Both Company and Customer may update its address for notice by providing written notice to the other party in accordance with this paragraph.

12.2 Relationship

Nothing herein will be construed to create the relationship of employer and employee, principal and agent, partnership, or joint venture.

12.3 Force Majeure

Except for payment obligations, neither Company or Customer will be liable for any delays or failures to perform to the extent due to a cause beyond such Party's reasonable control, which may include natural disasters or acts of God, strikes or work stoppages, acts of war or terrorism, telecommunications disruptions, pandemics or epidemics, quarantines, or other government orders (a **Force Majeure Event**).

12.4 Assignment

Neither this Framework Agreement nor any rights or responsibilities hereunder may be assigned, delegated, or otherwise transferred by other Party, whether voluntarily or by operation of law, without the other Party's prior written consent. Subject to the foregoing, Framework Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

12.5 Severability

Should any provision of this Framework Agreement be held to be void, invalid or inoperative, the remaining provisions of this Framework Agreement will not be affected and will continue in effect and the invalid provision will be deemed modified or severed to the least degree necessary to remedy such invalidity.

12.6 Entire agreement; Amendments; Waivers

This Framework Agreement, including the Order Form, any SOW and the Data Processing Agreement, contain the entire agreement between the parties relating to the subject matter hereof and supersedes any prior agreements, oral or written, between the parties regarding the subject matter. No amendments, modifications or changes will be effective unless they are in a writing signed by authorized representatives of the parties. No waiver of a breach of any provision of this Framework Agreement by either Party will constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver will be effective unless made in writing and signed by a duly authorized representative of the waiving party.

Schedule 1

DEFINITIONS

1   Definitions

The following capitalized terms and expressions in the Framework Agreement will have the following meanings: Definitions

AI Features	has the meaning given to it in Clause 4.3.1;
Company	has the meaning given to it in the heading of this Framework Agreement.
Confidential Information	means any information in any form (written, digital, oral or otherwise, and including any copies) regarding a Party, its affiliates, and its business that is marked as or could reasonably be considered confidential, including information shared before the Subscription Start Date, as well as the negotiations, existence and terms of the Framework Agreement.
Customer	has the meaning given to it in the Order Form.
Customer Content	means data, information, or materials submitted by or on behalf of Customer or Users to the Platform, but excludes Feedback.
Data Processing Agreement or **DPA**	means the agreement in place between the Parties relating to the processing of personal data.
Feedback	means suggestions, feedback, or comments about the Platform or related offerings.
Fees	means the fees payable by Customer for the Platform, and any Services provided hereunder, as specified in the Order Form.
Force Majeure Event	has the meaning give to it in Clause 12.3.
Framework Agreement	means this framework agreement.
IP Rights	means any rights under patent, copyright, trade secret, trademark, whether registered or not, or other intellectual or industrial property laws worldwide, as well as any know-how contained therein or related to the same.
Material Breach	means a substantial failure or violation by a Party in performing its material obligations or complying with the material provisions of this Framework Agreement (including the Order Form). A

	Material Breach occurs when the breaching Party's non-performance or violation significantly or repeatedly impairs the other Party's ability to receive the intended benefits or its ability to carry out its functions pursuant to this Framework Agreement.
Order Form	means a written order form that specifies the Services provided under this Framework Agreement and describes the Term, the Fees, the Services (if any) and other information relevant to a specific transaction between the Parties. Each Order Form shall be issued pursuant to this Framework Agreement, shall require Customer to be bound to this Framework Agreement and must be executed by both Parties in order to be effective.
Party or Parties	has the meaning given to it in the heading of this Framework Agreement.
Payment Term	has the meaning given to it in the Order Form.
Platform	has the meaning given to it in Recital (A).
Privacy Policy	means Company's privacy policy available on Company's <u>website</u>.
Services	has the meaning given to it in Recital (A).
Service Level Agreement or **SLA**	means the Service Level Agreement applicable hereto.
Subscription Start Date	has the meaning given to it in the Order Form.
Term	means the term as specified in the Order Form.
Usage Data	has the meaning given to it in Clause 4.2.3.
User Account	has the meaning given to it in Clause 5.1.2.
User	means an employee or contractor of Customer that is authorized by Customer to access and use the Services.

Schedule 2

Service Level Agreement

This Service Level Agreement (**SLA**) describes the operational services with respect, and contains the rights and obligations applicable to the Platform provided to Customer under the Order Form. This SLA is applicable as of the Subscription Start Date.

1   **Definitions**

In this SLA, the definitions of the Framework Agreement apply, in addition to the following definitions:

Availability	means the degree to which the Platform is accessible to the Customer's authorized Users, measured in the number of minutes per calendar month.
Back-up and Recovery Services	means services that aim to make data available again to Customer if a disaster has occurred or if Customer has lost access to that data for other reasons.
Business Days	means a Monday through a Friday, excluding public holidays in the Netherlands.
Business Hour	means each hour between 9:00 A.M. and 5:00 P.M. CET (unless a different time zone is agreed between the Parties) on a Business Day.
Error	means a technical problem that occurs when using the Platform.
Functionality	means the degree of assurance that the processing of data within the Platform is done correctly. This means that processing takes place in accordance with its description in the specifications or what is customary in the relevant circumstances and can reasonably be expected by Customer, and that such processing is accurate and complete.
Maintenance	means all proactive and reactive actions required to maintain the required to ensure the availability and functionality of the Platform. Maintenance includes: (a) maintaining the availability of the procurement database, the web portal for bidders, stored data and files of the Customer; (b) maintaining and updating SSL certificates for web domains;

	(c) performing preventive maintenance; **(d)** detecting and repairing Errors after notification by the Customer; **(e)** making updates available; **(f)** providing e-mail support; and **(g)** providing backups and recovery.
Maintenance Window	means the days and times when scheduled maintenance takes place that may cause disruption in the use of the Platform, being on Business Days from 7:00 P.M. to 12:00 A.M. CET and all day on Saturdays and Sundays.
Recovery Time	means the period between the time of notification of an Error and the resolution of that Error by Company, whether or not by means of a temporary solution.
Response Time	means the time within which Company must adequately respond to a notification from the Customer regarding an Error.
Service Level	means the agreed level of service with respect to the Availability and the Functionality.
Solution	means any measure that permanently or temporarily resolves an Error.

2   General

2.1   This SLA is a frame of reference for expectations regarding Service Level and provides standards for performance measurements (the **Service Level**).

2.2   The following events will not be considered part of the Service Level (the **Exclusions**):

(a)   downtime resulting from a Force Majeure Event, including but not limited to downtime resulting from a national or regional disruption of the internet service and/or telecom providers and disturbances or other events within or caused by technical infrastructure other than the one provided directly by Company or one of its subcontractors;

(b)   downtime resulting from any updates related to IT security applied within the Maintenance Window (whether announced or not);

(c)   downtime resulting from other updates applied during the Maintenance Window;

(d)   downtime resulting from non-availability (in any form) of Customer's systems, (e.g. APIs, etc.) that result in service degradation of the Platform;

(e)   downtime resulting from Customer specific or incorrect implementation by Customer;

(f)   downtime caused by actions of unauthorized third parties (e.g. DDoS attacks), unless Company has breached any contractual obligation leading up to such downtime; and

(g)   downtime caused by hardware or software (including any third party connections) not provided by Company.

3   Availability

3.1   Company shall use commercially reasonable endeavors to make the Platform available to Customer not less than the uptime percentage of 99% for each calendar month. Notwithstanding the foregoing, Company reserves the right to suspend Customer's access to the Platform: (i) for scheduled or emergency Maintenance, (ii) for scheduled or emergency disruption due to beta testing or experimental features of the Platform, and (iii) outages caused by Exclusions. Availability

3.2   Company will periodically perform scheduled Maintenance. Company will use commercially reasonable efforts to perform such scheduled Maintenance within the Maintenance Window. Scheduled Maintenance includes updates.

3.3   Company will, if possible, notify the Customer in advance via e-mail of scheduled Maintenance and how it will affect the availability of the Platform.

4   Error Resolution

4.1   If an Error occurs, Company will handle it in accordance with the standards set out in this Clause 4. Error Resolution

4.2   Customer shall report an error as soon as possible after it becomes aware of it via e-mail (support@altura.io). Company is available for reporting Errors on Business Days during Business Hours.

4.3   Company will assign a priority to the reported Error as soon as possible after receipt of a report, possibly in consultation with the Customer, whereby the following priorities are possible:

(a)   Critical Error: the Platform is not functioning or has a technical failure such that the data stored by the Customer cannot be used;

(b)   Major Error: only certain functionalities of the Platform are no longer available or work very slowly;

(c)   Obstructive Error: there is a problem with one or more features of the Platform, while the rest of the Platform is functioning properly.

4.4   Company will use commercially reasonable efforts to respond to each Error reported by Customer within the applicable Response Times as set forth below:

Priority	Response Time	Resolution Time
Critical Error	Two (2) hours	Four (4) hours

| Major Error | Eight (8) hours | Eight (8) hours |
| Obstructive Error | Sixteen (16) hours | Five (5) Business days |

4.5 In its response, Company will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Customer acknowledges that the Resolution provided during the Resolution Time may be a temporary Resolution.

4.6 If a temporary Solution is provided, Company will endeavor to provide a definitive Solution as soon as possible thereafter. Company will use commercially reasonable efforts to update Customer on Error resolution progress.

4.7 Customer shall cooperate with Company as reasonably necessary to facilitate resolution of Errors, including by providing all information requested by Company and making available such Customer personnel as may be required to reproduce and resolve the Error. Company is entitled to suspend support services if and for as long as any request pending on Customer side prevents Company from resolving the Error.

5 Back-up and Recovery

Company provides Back-up and Recovery Services for SQL and Usage Data through long-term back-up retention (LTR) and point-in-time recovery (PITR). PITR is possible up to thirty-five (35) days back in time.