

Graphite Connect Technical Support, Maintenance, and Service Level Policy

This Graphite Connect Technical Support, Maintenance, and Service Level Policy (the “**Policy**”) sets forth our obligations with respect to support, maintenance, and service levels for the Graphite Connect platform (the “**Platform**”) provided by us to you in accordance with the licensing agreement you have entered into with us under which you acquire the right to use the Platform.

1. Support Contact Information.

Email: support@graphiteconnect.com

Phone: (385) 484-8741

2. Technical Support.

- a. Telephone and Email Support. We will provide (i) a support email address staffed during global business hours (Monday through Friday) and (ii) a telephone line staffed during global business hours (Monday through Friday) for you to contact us with questions about the Platform, to report issues or errors with the Platform, or to otherwise request support or assistance with respect to the Platform.
- b. Issue Correction. We will use commercially reasonable efforts to answer questions and correct any issues (or provide suitable temporary solutions or workarounds for problems) in our initial support contact with you. If further action is necessary, we will respond and correct issues in accordance with the target response times set forth in the chart below. We will determine the severity of an issue in our sole discretion.

Severity Level	Target Acknowledgement	Escalation	Target Resolution Time
Critical	1 hour	Every 4 hours	4 hours
High	1 hour	Every 8 hours	24 hours
Medium	24 hours	Every week	2 weeks
Low	24 hours	n/a	4 weeks

The following terms used in the table above or elsewhere in Exhibit A have the following meanings:

- i. “**Critical**” severity is an issue that has a material impact on the core functionality or availability of the Graphite platform across multiple customers. Examples include:
 - Complete system outage or inaccessibility
 - Data loss or corruption
 - Widespread impact affecting multiple customers, users, and/or suppliers
 - Significant disruption to customer’s critical business operations
- ii. “**High**” severity is an Issue that materially hinders Customer’s ability to use the Platform or complete essential tasks. Characteristics include:
 - Major functionality is severely impaired but the system remains partially operational
 - No immediate workaround is available
 - Many users and/or suppliers are affected
 - Critical business processes are significantly hindered
- iii. “**Medium**” severity is an Issue that disrupts the Customer’s ability to complete important in-Platform tasks. Characteristics include:
 - Some functionality is impacted but essential functionality remains operational
 - A workaround is available
 - The issue affects a small number of users and/or suppliers
 - Moderate impact on business process or productivity

- iv. **“Low”** severity is an issue that has minimal impact on the Customer business operations. Examples include:
 - Feature requests or suggestions for improvement
 - Minor bugs or preferences that do not significantly impair functionality
 - Cosmetic issues or user interface inconsistencies
 - Issues with easy workarounds that do not materially affect productivity
- i. **“Acknowledgment”** means an acknowledgment via email or telephone as to the receipt of the issue as reported and a confirmation of the issue's severity. This initiates the problem-determination and resolution process.
- ii. **“Escalation”** involves notifying the vendor's development and executive teams to ensure the issue receives increased attention and prioritization for resolution.
- iii. **“Resolution”** consists of providing the customer with an appropriate solution, such as an existing fix, a new software update, or a viable workaround or temporary solution to address the issue.

3. Maintenance.

- a. Scheduled Downtime. You agree that from time to time the Platform may be inaccessible due to periodic maintenance procedures or repairs that we may undertake (**“Scheduled Downtime”**). We will notify you in advance of Scheduled Downtime. Scheduled Downtime will be no more than one (2) hours monthly and will, to the extent reasonably practicable, occur during off-peak periods of Platform usage, which typically will be during the weekend hours.
- b. Emergency Maintenance. You acknowledge and agree that the Platform may be inaccessible from time to time for us to provide emergency maintenance (**“Emergency Maintenance”**). We will provide as much advance notice of Emergency Maintenance as is commercially practicable.

4. Service Level Agreement.

- a. Uptime Commitment. The Platform will have at least 99.9% uptime, as measured monthly, subject to the Exclusions set forth below (the **“Uptime SLA”**).
- b. Service Level Credits. **This section applies only if and to the extent you have paid fees or charges to us for your use of the Platform.** In the event the Platform does not meet the Uptime SLA set forth above in any given calendar month, you are eligible to request, as your sole and exclusive remedy, a service level credit (**“Credit”**) in accordance with this Section. As used below, **“Uptime Percentage”** means the actual availability of the Platform during the applicable calendar month, subject to the Exclusions set forth below.

Uptime Percentage	Credit
99.9% - 100%	No credit
99.0% - 99.9%	10%
95% - 99.0%	25%
Below 95%	50%

- i. Eligibility. To be eligible to receive a credit, you must file a claim for each credit by emailing us at support@graphiteconnect.com (each, a **“Claim”**) within five (5) calendar days following the end of the calendar month in which the Uptime SLA was not met. The Claim must indicate the dates and times the Platform was unavailable and include related logs documenting the unavailability. You are not eligible to receive any Credits if your payment obligations are past due or in default or if you are otherwise in breach of any material obligations to us.

- ii. *Calculation of Credit.* We will process your Claim and reserve the right to deny a Credit if we determine in our sole discretion that your Uptime Percentage met or exceeded the Uptime SLA in the applicable calendar month for which you submitted the Claim. We will calculate your Uptime Percentage in accordance with this Policy and using our system logs and other records. If we deem a Credit is appropriate, the Credit will be calculated as a percentage of the total fees and charges paid by you to us for the Platform in the calendar month in which the Uptime SLA was not met corresponding to the Uptime Percentage specified in the table above, up to a maximum credit per calendar month equal to 50% of the total fees paid by you in the aggregate for all Claims.
 - iii. *Payment of Credits.* In the event we determine you are eligible for a Credit in accordance with this Section 4.b, such Credit(s) will be paid to you by way of a credit towards your next payment to be made to us. If any Credits are unutilized upon expiration or termination of your subscription period, then we will apply Credits to any other fees or expenses payable by you to us. Credits cannot be exchanged for, or converted to, monetary compensation.
 - iv. *Termination.* In the event that the Platform fails to meet the Uptime SLA in any two (2) calendar months in a rolling three (3) month period or any three (3) month in a rolling six (6) month period, you may terminate your access to the Platform on notice to us at support@graphiteconnect.com and we will provide you a pro-rata refund of any prepaid fees for the terminated portion of your subscription period. The foregoing termination right is your sole and exclusive remedy for any failure by us related to the Uptime Commitment.
 - v. *Limited Remedy.* The rights specified in this Section 4.b is your sole and exclusive remedies for any failure by us related to the Uptime SLA.
5. **Exclusions.** We are not responsible for (a) failure to correct an issue or (b) failure to meet the Uptime Commitment, in each case to the extent that such failure is due to:
- a. Scheduled Downtime or Emergency Maintenance;
 - b. your non-compliance with any documentation or specifications that we provide or make available to you in connection with your use of the Platform;
 - c. any unauthorized modification, operation, or use of the Platform by you or any third party;
 - d. your inability to replicate a reported issue with the Platform;
 - e. a malfunction or failure of hardware, software, services, or other equipment or materials provided by you or any third party in connection with your use of the Platform;
 - f. General failures, widespread unavailability, or service degradation of any third-party infrastructure, application, or platform-as-a-service component upon which the Platform relies, provided such failure is outside of our direct control and is impacting a significant number of other unaffiliated customers of that third-party service. This includes, without limitation, failures or unavailability of:
 - i. Core public cloud infrastructure (e.g., AWS, GCP, Azure compute, storage, or networking services);
 - ii. Content Delivery Networks (CDNs) or global Domain Name System (DNS) providers (e.g., Cloudflare, Akamai);
 - iii. Third-party Database-as-a-Service (DBaaS) platforms (e.g., MongoDB Atlas, Snowflake); or
 - iv. Any other critical, globally-distributed service that serves as a fundamental building block of modern internet applications.

This exclusion shall not apply if we failed to implement commercially reasonable architecture and redundancy measures in line with current industry standards to mitigate the impact of a typical, localized failure of such a third-party service.

- g. a Force Majeure Event.

In any of these events, we may provide assistance as you reasonably request at our then current hourly rates for support.