

**WILIOT PLATFORM**  
**Service Level Agreement**

**1. GENERAL**

This Wiliot Platform Service Level Agreement ("SLA") forms an integral part of, and is hereby incorporated by reference into, the then-current [Wiliot Customer Terms and Conditions](#) (the "Agreement") between Wiliot and the customer ("Customer") that entered into the Agreement and has purchased a subscription to the Wiliot Platform (defined below). To the extent of any conflict or inconsistency between this SLA and the Agreement, the former shall prevail.

Wiliot reserves the right to modify this SLA at any time and for any reason. The updated SLA version will become effective seven (7) days after publication thereof on <https://www.wiliot.com/sla> or within the Customer's Wiliot Platform account (unless the updated SLA specifies a later effective date).

For the avoidance of doubt, this SLA:

- (a) Applies to the Wiliot Platform, and does not apply to any other software applications or cloud services or to any hardware (such as Wiliot IoT Pixels or Network devices, defined below); and
- (b) Only applies to Wiliot Platform subscriptions purchased under the Agreement.

**2. DEFINITIONS**

**"Support Hours"** means 9AM to 5PM PT on working business days for Customer.

**"Incidence"** means any verifiable and reproducible failure of the Wiliot Platform to materially perform the functions described in the Wiliot Platform Documentation.

**"Incidence Resolution"** means the use of commercially reasonable efforts to resolve the reported Incidence. These efforts may include (but are not limited to): configuration changes, patches that fix an issue, and redeploying the Wiliot Platform.

**"Wiliot"** means, as applicable, Wiliot, Inc., Wiliot Ltd., Wiliot UK Ltd., or the other Wiliot entity that entered into the Agreement.

**"Network Devices"** means required hardware, including, but not limited bridges and gateways, to enable Wiliot IoT Pixels to relay information to the Wiliot Platform.

**"Wiliot Platform"** means the Wiliot's sensing and analytics cloud service for the decryption, transmission, analytics, and other processing of Wiliot IoT Pixel sensor data.

**"Wiliot IoT Pixels"** means Wiliot's proprietary tags.

Any capitalized terms used but not defined in this SLA, shall have the meanings given to them in the Agreement.

### 3. SUPPORT DOCUMENTS

Wiliot will make available to Customer support documents meant to expand the understanding of the solution and its components. Support documents will be reviewed and updated from time to time. The latest version of each support document can be found in Customer's Wiliot Platform portal.

- Usage guides for Wiliot IoT Pixels, including platform interface and API.
- Wiliot solution knowledge articles.
- How to use the mobile Wiliot app.
- Understanding the Wiliot architecture and its dependencies.
- Solution failure and helpdesk procedures.
- Trouble-shooting guide to identify and resolve common operational issues and guide escalation of unresolved issues.

### 4. TECHNICAL SUPPORT

If Customer suspects it is having an issue with the Wiliot Platform then Customer can request technical support by opening support tickets via [support@wiliot.com](mailto:support@wiliot.com) (each, a "**Support Request**"). Customer will appoint a single support liaison (and one backup) to communicate with Wiliot support personnel (and Wiliot will not be obligated to respond to Support Requests from any other contact).

Wiliot will respond to Support Requests, and provide technical support for the Wiliot Platform, during Support Hours.

Once Wiliot has received a Support Request, Wiliot will use commercially reasonable efforts to:

- (a) Respond to such Support Request based on the Severity Levels (as determined by Wiliot) and timeframes set out in the table below; and
- (b) Provide an Incidence Resolution or a workaround for the Incidence.
- (c) Identify and document the primary or underlying reason that caused the Incidence. Identifying the root cause is essential for implementing corrective actions to prevent the recurrence of issues and ensure adherence to the agreed-upon service levels in this SLA ("**Root Cause**").

In parallel, Wiliot will determine that the Support Request is covered by a valid support contract. If Wiliot determines Customer does not have a valid support contract, then Customer agrees to pay Wiliot any overdue fees.

In order to be addressed by Wiliot, Incidences must be verifiable and reproducible. Furthermore, in order for Wiliot to address a Support Request, Customer must provide Wiliot with all information, documentation, assistance, and access as Wiliot might reasonably require, including, without limitation:

- (i) setup information;
- (ii) application knowledge;
- (iii) listing of any output;
- (iv) detailed steps required to enable Wiliot to replicate the Incidence;
- (v) exact wording of Incidence messages; and
- (vi) any other data that Wiliot may reasonably request in order to reproduce operating conditions similar to those present when the Incidence occurred.

Each Incidence for which a Support Request is received by Wiliot, shall be classified by Wiliot, and assigned a level of severity (“Severity Level”), in accordance with the following Table 1: Severity Level & Response.

**Table 1: Severity Level & Response**

<u>Severity Level</u>	<u>Criteria</u>	<u>Initial Response</u>	<u>Contact</u>	<u>Update</u>	<u>Root Cause (high level)</u>	<u>Root Cause (documented)</u>
<b>1</b>	A complete failure or inability to access the Wiliot Platform for an extended period (more than 30 consecutive minutes), and there is no alternative processing, fix, or workaround, and this results in a severe commercial impact on Customer's business.	Immediate	1 hour	Every 4 hours	48 hours	7 days
<b>2</b>	A complete failure or inability to access the Wiliot Platform for a brief period (fewer than 30 consecutive minutes), and there	Immediate	8 hours	Every 12 hours	3 days	10 days

	is no alternative processing, fix, or workaround, and this results in a severe commercial impact on Customer's business. The failure of one or more key functions of the Wiliot Platform for an extended period (more than 30 consecutive minutes), and there is no alternative processing, fix, or workaround, and this results in Customer's business to be significantly affected.					
<b>3</b>	A partial, temporary, or intermittent failure of one or more features of the Wiliot Platform lasting for fewer than 30 consecutive minutes.	8 hours	48 hours	Every 3 Days	1 week	20 days
<b>4</b>	An Incidence that is cosmetic in nature (e.g., UI) or that can be readily circumvented through use of alternate functionality in the Wiliot Platform.	8 hours	60 hours	N/A	2 weeks	20 days

## **5. SOLUTION AVAILABILITY AND MAINTENANCE**

Wiliot guarantees that the Wiliot Platform will be available to the Customer with a minimum of 98.0% uptime during each calendar month, excluding any Scheduled Maintenance Window or Emergency Maintenance Window. In the event of any outage or failure to meet the uptime guarantee, Wiliot will use commercially reasonable efforts to restore the service promptly and to notify the Customer of any expected or ongoing downtime.

Notwithstanding the foregoing, Customer and Wiliot acknowledge that regular maintenance activities are necessary to ensure the optimal performance, security, and availability of the Wiliot Platform ("**Scheduled Maintenance Window**"). Wiliot shall use reasonable efforts to minimize any disruption or inconvenience caused by a Scheduled Maintenance Window. Wiliot Platform is spread between multiple availability zones to provide a higher level of availability and resiliency against hardware failure. Prior to any Scheduled Maintenance Window, Wiliot shall provide Customer with reasonable advance notice, which may vary depending on the nature and urgency of the maintenance.

In the event of critical issues or security vulnerabilities requiring immediate attention, emergency maintenance may be necessary ("**Emergency Maintenance Window**"). Emergency Maintenance Windows are unscheduled and may occur outside of Scheduled Maintenance Windows. While every effort will be made to minimize the impact on services, Customer will be notified as soon as possible in such situations, with details provided regarding the nature of the

emergency, expected duration, and any actions required from customers to mitigate risks or disruptions.

Solution availability will be calculated at the end of each calendar month according to the below equation:

$$Uptime \% = \left( \frac{Expected\ Uptime - Unexpected\ Downtime}{Expected\ Uptime} \right) \times 100$$

Expected Uptime is the difference between the total time, i.e., total # of hours in that particular month, and the expected downtime, i.e., # of hours for scheduled or emergency maintenance periods in that particular month.

## **6. INCIDENT EXCLUSIONS**

The technical support described above shall exclude Incidences resulting from:

- (a) Any modifications made by Customer to the Wiliot Platform;
- (b) Customer's failure to implement in a reasonably timely manner any update, upgrade, or Incidence Resolution made available by Wiliot (or its representative);
- (c) Customer's written instructions to Wiliot, or installation or set up adjustments made solely by Customer;
- (d) Customer's use of the Wiliot Platform in violation of the Agreement or any applicable laws;
- (e) Customer's use of the Wiliot Platform with unsupported Wiliot IoT Pixels and/or Network Hardware;
- (f) Any fault in any Customer (or third party) equipment, programs, or other goods or services used in conjunction with the Wiliot Platform; and/or
- (g) Customer's negligence or willful misconduct.

Notwithstanding the foregoing, in the event that an incident occurs related to Customer (or third party) equipment, programs, or other goods or services (see Section (f) above) Wiliot may elect, at its sole discretion, to use commercially reasonable efforts to work with Customer and/or the third party providing the equipment, programs, or other goods or services to address the incident.

## **7. CUSTOMER RESPONSIBILITIES**

Furthermore:

- (a) Customer agrees to receive from Wiliot communications via e-mail, telephone, and other reasonable formats;
- (b) Customer's technical support contact shall cooperate with any Wiliot support personnel at all times during the provision of the technical support;
- (c) Customer shall report to Wiliot all material problems with the Wiliot Platform and shall, promptly after receipt, implement any reasonable corrective procedures provided by Wiliot; and
- (d) To the extent necessary, Customer will make available to the relevant Wiliot support personnel a remote access solution ("Remote Access") allowing such personnel to remotely connect to the Wiliot Platform and Customer systems. Such Remote Access requires that, inter alia, Customer make available a Virtual Private Network ("VPN") or Virtual Desktop Infrastructure ("VDI") facilitating access from such Wiliot support personnel offices.