

## SERVICE LEVEL AGREEMENT

This Service Level Agreement outlines Devlos Software (developers of Soluno) corporate-wide Support and Service Level policy and is subject to change at Devlos Software's discretion, but in no event shall the service level be less than as outlined herein. All terms contained herein and not otherwise defined shall have the meaning set forth in the End User Licence Agreement.

### CONTACTING SUPPORT

Customer is responsible for ensuring that the hardware and software used to access the Subscription Services and Software meet the minimum requirements required by Soluno in the applicable Documentation.

Support requests should be submitted to Soluno by telephone, email or chat, as provided below.

#### Support for Subscription Services, Software and Hosting Services includes:

- Helpdesk telephone support during normal business hours of Monday through Friday (8:30am-6pm Eastern Time), excluding Canadian and US Statutory holidays.
- After hours support (24/7) for all Severity 1 Issues (defined below).
- Support does not include support for or resolution of Customer or third-party data errors or problems.

### UPDATES AND UPGRADES

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#### Applicable only to subscription services and hosting services for software

From time to time, Soluno will upgrade the Subscription Services and Soluno-hosted Software at no cost to Customer. Customer agrees to accept the general distribution updates, upgrades, enhancements and/or new releases that are provided to the general customer base.

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#### Applicable only to customer-self-hosted software under support & maintenance

From time to time, Soluno will provide Customers with copies of any standard updates and upgrades to the Software that are released by Soluno on a general basis at no additional charge.

Customer is responsible for the installation of such updates and upgrades to the Software. Installation and consulting services can be purchased from Soluno at the then current consulting rates pursuant to the terms of a mutually agreed upon SOW.

The above upgrades and installations are all included for customers that are using the Soluno (Cloud) implementation.

## RESPONSE GUIDELINES FOR SUPPORT

Support requests will be logged and tracked in Soluno’s support tracking system. When submitting a support request, Customer must provide Soluno with all information necessary for Soluno to process the request and must respond promptly to Soluno with any information reasonably requested to clarify the support request. Provided the requirements of this are met, upon receipt of the support request, Soluno will work with Customer to set expectations regarding the completion times for all support requests. Soluno will acknowledge the request and determine the appropriate priority level based on the classifications specified below.

An “**Recognition**” is Soluno’s initial confirmation to Customer that Soluno has received Customer’s support request; a “**Solution**” is a workaround or action plan for addressing the problem; an “**Issue**” is a failure of the Subscription Services or Hosting Services to operate in accordance with its then-current Documentation.

RESPONSE EXPECTATIONS	RECOGNITION	SOLUTION AND/OR ACTION PLAN	CRITERIA
<b>Severity 1 – Critical Business Impact</b>	<1 Hour	Work will commence immediately upon Recognition and will continue until a Solution is in place. Status of issue will be communicated at regular intervals	<p>The Issue has one or more of the following characteristics:</p> <ul style="list-style-type: none"> <li>• The Software, Hosting Services or Subscription Services are not functioning in accordance with the Documentation causing mission-critical business operations to be non-operational and no work around is available.</li> <li>• Data is corrupted due to an Issue in the application.</li> </ul> <p><i>Note: Soluno’s obligations to meet the steps for a Severity 1 Issue are dependent and contingent upon a Customer contact being available to provide information required for problem diagnosis and to test/confirm the Solution.</i></p>
<b>Severity 2 – Significant Business Impact</b>	<4 Business Hours	Work will commence immediately upon Recognition and will continue until a Solution or agreed to action plan is in place. A Solution or action plan will be communicated within 12 Business Hours.	<p>The Issue has one or more of the following characteristics:</p> <ul style="list-style-type: none"> <li>• Severely degraded performance due to an Issue in the Software, Hosting Services or Subscription Services.</li> <li>• Critical functionality is unavailable, yet the system can continue to operate in a restricted fashion and there is no work around available to the Customer.</li> </ul>
<b>Severity 3 – Moderate Business Impact</b>	<16 Business Hours	The Issue will be researched, and Solution or action plan will be communicated within 24 Business Hours.	<p>The Issue has one or more of the following characteristics:</p> <ul style="list-style-type: none"> <li>• The Software or Subscription Services are not functioning in accordance with the Documentation, but most business operations continue.</li> <li>• Integration issues that may impact third party vendors.</li> <li>• Impacts a limited number of users.</li> </ul>

<b>Severity 4 – Minimal Impact/ Enhancement Request</b>	<32 Business Hours	The Issue will be researched, and Solution or action plan will be communicated within ninety (90) days of notification.	Indicates a perceived shortcoming in the application that has no significant impact to usage and/or availability.  Such issues would include the following: minor spelling errors, minor usability issues, usage and design issues  Severity 4 code Issues that are agreed to be fixed will be resolved during a subsequent product release.  Enhancement Requests reported requiring a code fix may be deemed to not be corrected without consultation and input from Customer.
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## AVAILABILITY COMMITMENT FOR SUBSCRIPTION SERVICES AND HOSTING SERVICES

The Subscription Services will be Available (as defined below) 99.9% of each calendar month (the “**Availability Commitment**”). This commitment does not apply to Support and Maintenance for Customer-hosted Software.

If Soluno fails to meet the Availability Commitment for three (3) consecutive calendar months, then within thirty (30) days from the conclusion of the third consecutive calendar month, Customer may terminate the subscription by giving Soluno thirty (30) days prior written notice of termination, without liability for any cancellations fees, penalties or other damages associated with such termination, and Soluno will refund to Customer all prepaid fees for Subscription Services applicable to the remainder of the term of the applicable subscription period. Minus any non-refundable data conversion fee deposits.

“**Available**” means the Subscription Services or Hosting Services are available (following Activation, defined below) 24 hours per day x 7 days a week, measured on a calendar month less actual downtime for (a) scheduled maintenance performed during the regular planned maintenance window as Soluno may reasonably designate from time to time; (b) acts or omissions of Customer or anyone gaining access through Customer’s passwords or equipment; (c) Customer’s use of hardware and network services, which components are controlled by Customer and their performance or failure to perform can impair Customer’s connections to the Internet and the transmission of data; (d) Events beyond Soluno’s Immediate Control (defined below).

“**Activation**” means the date that the last of the following is completed and Soluno has provided notice of the same to Customer: (i) hardware is setup; (ii) application software is installed with its default configuration (i.e., pre-configured); and (iii) access is provided by Soluno.

“**Events beyond Soluno’s Immediate Control**” include (i) the flow of data to or from Soluno’s network and other portions of the Internet which depends on the performance of Internet services provided or controlled by third parties other the Soluno data center provider; (ii) a service interruption caused by a security threat until such time as the security threat has been eliminated; (iii) reasons of a Force Majeure Event (for reasons beyond its control) and (iv) emergency maintenance, of which Soluno will notify Customer of as soon in advance as is practicable but will first endeavor to remedy the emergency.