



SERVICE LEVEL AGREEMENT

Relating to ELEVEO cloud products

Version 1.4 issued March 2024

1. Service Levels

1.1 Severity is defined as the impact an issue has on the Client's ability to conduct business. Restoration targets are based on the severity level assigned to an incident by Eleveo Customer Care.

1.2 Eleveo Customer Care can be contacted by the Client at

US Support Center for USA (Nashville, TN)

phone: +1 888 939 4291

e-mail: ushelpdesk@eleveo.com

web: <https://portal.eleveo.com>

EU Support Center for the rest of the world (Prague, Czech Republic)

phone: +420 222 554 112

e-mail: helpdesk@eleveo.com

web: <https://portal.eleveo.com>

1.3 Priority is defined as the designated level of importance and is used as a factor when defining the severity level of an incident.

1.4 Eleveo Customer Care orders issues based on the severity level.

Issue Severity	Definition
1 – Critical impact (code red)	The Client is experiencing a severe problem resulting in an inability to perform a critical business function. There is no workaround.
2 – High impact	The Client is able to perform job functions but performance is degraded or severely limited.
3 – Medium impact	The Client's ability to perform job functions is largely unaffected, but noncritical functions or procedures are unusable or hard to use. A workaround is available.
4 – Low impact	Product is available and operational; trivial impact to Client's business operations or Client requires information or assistance on the Eleveo product capabilities or configuration.

1.5 The characteristics set forth in the above table are used to identify the criteria for the severity of a Client's case. The assigned severity level for an issue may be mutually redetermined by both Eleveo and the Client during the issue resolution process, but Eleveo shall have the final authority as to the actual severity designation.

2. Target Initial Response Times

- 2.1 All target initial response times apply to business hours Monday through Friday, 8:00am to 5:00pm Client’s local time. Severity 1 (critical impact incidents) are supported and responded to 24x7x365.
- 2.2 Reproducible errors that cannot be resolved promptly are escalated for further investigation and analysis.

Severity Level	Standard Initial Response Time
1 – Critical impact (code red)	Severe impact or degradation to the Client’s business operations caused by permanent disruption of Products and the Services. Response target: 30 min. (phone)
2 – High impact	Products and the Services are available and operational; moderate impact to the Client’s business operations. Response target: 2 business hour (web)
3 – Medium impact	Products and the Service are available and operational; nominal adverse impact to the Client’s business operations. Response Target: 4 business hours (web)
4 – Low impact	Products and the Services are available and operational; no impact to the Client’s business operations or the Client requires information or assistance on the Products and the Services capabilities or configuration. Response Target: 1 business day (web)

3. Time to Restore and Time to Resolve Platform-level Issues

- 3.1 The objective of Eleveo Customer Care is to restore functionality as quickly as possible.
- 3.2 Time to restore is the amount of time the Client is impacted before functionality is restored. Time to restore targets are based on the assigned severity.
- 3.3 Time to resolve is the amount of time it takes to resolve the root cause of an issue.
- 3.4 Time to restore and time to resolve apply only to Platform Level issues. Issues that impact a single Client are not Platform Level issues.

4. Target Restoration Times

- 4.1 Eleveo Customer Care analysts aim to reach restoration of Client’s issue within the following target restoration times.

Severity Level	Restoration Target
1 – Critical	4 hours
2 – High	2 business days
3 – Medium	5 business days
4 – Low	N/A

5. Service Level Agreements and Credits

- 5.1 Eleveo will make the Products and the Services available 24 hours a day, 7 days a week, and use commercially reasonable best efforts to provide 99% uptime, except for the following exclusions (**Uptime Exclusions**): (i) occasional planned downtime at non-peak hours (for which Eleveo will provide advance notice); or (ii) any unavailability caused by circumstances beyond Eleveo’s reasonable control, including unavailability of services of infrastructure provider, failure or delay of Client’s Internet connection, misconfiguration the Client or any third party acting on the Client’s behalf, issues on the Client’s network, or telecommunications services contracted directly by the Client.
- 5.2 However, if the Services’ uptime falls below the following thresholds in any one month billing cycle (not including any Uptime Exclusions), the Client may request a credit within thirty (30) days after the month in which the uptime fell below threshold. In such a case, the Client should contact assigned Customer Success Manager to request credit. Upon Client’s valid request, Eleveo will provide the applicable credit against the following month’s invoice. For annual term contracts, Eleveo will provide the applicable credit refund as a credit to the pre-paid balance or a credit refund, at the Client’s discretion. The End-User (as defined in ToS) may not request any credit from Eleveo. The End-User may however request a credit from the Partner from whom he purchased Products, if so explicitly agreed between the End-User and the Partner in their respective agreement.

Uptime %	Credit %
Below 99.0 %	10 % of the monthly payment
Below 97.0 %	20 % of the monthly payment

6. Cooperation

- 6.1 Eleveo’s Technical Support must be able to reproduce errors in order to resolve them. The Client is expected to cooperate and work closely with Eleveo to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to the Client’s approval on a support ticket-by-support ticket basis, Clients may be asked to provide remote access to their Products user interface and/or desktop system for troubleshooting purposes.

7. Additional Guaranties

- 7.1 Any additional guarantees made with respect to Products and the Services are described in the ToS.

ANNEX NO. 2

Data Processing Agreement

This is the Data Processing Agreement as referred to in ToS for the Products and forms part of an Agreement entered into by Eleveo and the Client, as such parties are identified in the Agreement. Capitalized terms have the meaning ascribed to them in ToS.

- 1. Controller and processor.** Eleveo provides the Client with Services that may involve processing of personal data by Eleveo (as a processor or sub-processor – the latter applies if the Client is a Partner) for the Client (as a controller or processor for an End-User) within the meaning of the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 94/46/EC (General Data Protection Regulation) (the “**GDPR**”).
- 2. Subject-matter and duration of the processing.** The subject-matter of the personal data processing is given by a nature of the Services and it is determined in every single case by the Client (unless the Client is a Partner) or the End-User (if the Client is a Partner). Eleveo processes the personal data in accordance with the instructions of the Client. The Client may give the instructions also by using Products. If the Client is a Partner, Eleveo is hereby instructed to follow the End-User’s instructions given by the End-User using Products as if these were instructions by the Client. The personal data are processed during the term of Services.
- 3. Categories of personal data and categories of data subjects.** Personal data processed by Eleveo for the Client may include, among other information, personal contact information such as name, address, telephone or mobile number, e-mail address, and passwords; information concerning job title and function, and other information about the subject’s engagement with the Client or End-User. Categories of data subjects, whose personal data may be processed by Eleveo for the Client may include, among others, employees or customers of the Client or End-User.
- 4. Purpose of the processing.** The purpose of personal data processing under this Agreement and DPA is the provision of the Services pursuant to the Agreement, as well as improvement of the Services, improvement of user experience while using the Services and improvement of bug discovery and bug fixing.
- 5. Sub-processors.** The Client acknowledges and consents that Eleveo engages Amazon Web Services, Inc., Seattle, WA - USA as sub-processor (while, however, the personal data are not transferred and/or processed outside of the European Economic Area); the purpose of the sub-processing of personal data by the aforementioned entity is the use of their cloud storage capacities. The Client also agrees that Eleveo shall engage with further other processors as reasonably required for the provision of Services to the Client and for an improvement of the Service (“**Sub-processors**”). Eleveo undertakes to assess the established technical and organizational measures of each Sub-processor and their credibility prior to engaging them to the processing and to comply with other obligations under GDPR and this Data Processing Agreement, while engaging the Sub-Processors. Eleveo will provide a list of actual Sub-processors engaged upon written request of the Client.
- 6. Rights and obligation of the Parties.** The Client, as the controller or processor (if the Client is a Partner) of personal data, undertakes to comply with the obligations imposed at it by the GDPR (including, but not limited to, furnishing data subjects with relevant information regarding personal data processing and obtaining consents with processing from data subjects, if there are no other legal reasons for processing). Eleveo undertakes to process personal data in such a manner so as not to violate any provision of the GDPR or any other personal data protection laws and not to cause any violation of the GDPR or any other personal data protection laws by the Client. Eleveo undertakes in particular, but not limited to, to abide by the following GDPR requirements:

1. to process personal data in accordance with the Client's instructions as set out in this Data Processing Agreement and in accordance with any other documented instruction of the Client and to the extent and in compliance with the purpose for which personal data is to be processed;
2. to provide the Client with electronic access to Services which contain the processed personal data in order to allow the Client to respond to and comply with data subjects' requests pursuant to Articles 12 to 22 of the GDPR; should such an electronic access be unavailable to the Client, Eleveo undertakes to follow the Client's detailed written instruction regarding the relevant data subjects' requests;
3. to assist, insofar as this is technically possible, the Client in ensuring compliance with the obligations pursuant to Articles 32 to 36, always, however, subject to the nature of the processing and the information available to Eleveo;
4. to make available to the Client all information necessary to demonstrate compliance with the obligations pursuant to Article 28 of the GDPR, and to allow audits, always, however, within the limits of proportionality, and only if such an audit may not impose a threat to rights of any third party.

6. Eleveo declares, that organizational and technical measures to ensure a security of personal data have been implemented pursuant to Article 32 of the GDPR in order to ensure the level of security appropriate to the personal data processing under this Data Processing Agreement. In particular, Eleveo undertakes to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of transferred, saved or otherwise processed personal data or unauthorized access.

7. Eleveo undertakes to notify the Client without undue delay after having become aware of any breach of security of the processed personal data by an e-mail sent to the contact e-mail address specified in the Agreement, or to any other e-mail address specified by the Client for this purpose in writing.

8. Eleveo undertakes to maintain confidentiality and to ensure confidentiality of all persons who shall within their scope of authorization have access to personal data processed under this Data Processing Agreement.

9. Upon the Client's instruction to so, or once this Data Processing Agreement cease to be effective for any reason, Eleveo undertakes to delete, return or otherwise make available to the Client all the personal data contained within the Services, unless further retention of the processed personal data is prescribed by the law.