

## 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](mailto: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](mailto: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 Terms of Service which govern the purchase of Eleveo cloud products, further as “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.