

## SURECOMP SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) applies to Customer’s use of the Services offered by Surecomp under the Terms. Surecomp may modify this SLA by posting a revised version on the Website from time to time, at <http://www.rivo.trade/>. By using the Services, Customer agrees to the latest version of the SLA.

Capitalized terms not defined herein, shall have the meaning set forth in the Terms.

### 1. Definitions

**“Business Hours”** means Monday-Friday, 9:00-17:00, excluding public, bank and national holidays (local time as per the Territory)

**“Scheduled Downtime”** means any downtime resulting from period of time during which the Service is not available to Customer (i) where Customer is notified at least 72 (seventy-two hours) in advance, and/or (ii) which includes regular and recurring maintaining windows for upgrades, which may take place during Sunday 8:00 – 18:00 GMT.

**“SLA Exclusions”** means any of the following cases, which will not considered within the definition and/or calculation of Service Availability: (i) Scheduled Downtime; (ii) Surecomp’s suspension of Customer’s rights to use the Order pursuant to the provisions of the Terms and Conditions; (iii) Customer’s and/or third party’s system, software, network, infrastructure or hardware; (iv) Third Party Application; (v) Customer’s failure to meet its

responsibilities under the Terms and Conditions; (vi) emergency maintenance; (vii) any unavailability caused by circumstances beyond Surecomp’s reasonable control, including, without limitation, those causes mentioned in Section 11.13 of the Terms and Conditions and computer, telecommunications, Internet, or denial of service or similar attacks.

**“Incidents”** means errors or abnormal behaviour of the Service.

**“Service Availability”** means the amount of time the Service actually was available on a 24\*7 basis in a quarter, excluding any SLA Exclusions.

**“Target Availability”** means the availability standard of 99.5% during Service Availability in a quarter, excluding any SLA Exclusions.

Target Availability is measured as follows:

$$\text{Uptime Percentage} = X / (Y - Z) * 100$$

Where:

following table provides the matrix of Incident category in relation to the support to be provided by Surecomp and estimated time for response.

X= Services availability

Y = 24\*7 duration (in minutes)

Z= The duration (in minutes) of any SLA Exclusions during the applicable quarter

**“Territory”** means the location of the Customer’s head office.

### 2. Support Services

2.1 During the Subscription Period, Surecomp shall make available to Customer, at no additional charge, standard support as specified in this Section with respect to the Services.

2.2 Customer’s Users may only report Incidents by the Surecomp support ticketing portal on the Website.

2.3 Surecomp offers the *Surecomp Support and Help Center* or other publicly accessible *blogs, forums or interactive features (“Self-Service Knowledge Base”)*. Any information submitted to this Self-Service Knowledge Base will be publicly available.

Surecomp shall make reasonable commercial efforts to comply with the below table:

### 3. Support Response Times

3.1 Surecomp will assign a priority level for each Incident at each discretion. The

Incident Priority	Definition	Response Time* in Business Hours
Critical	The Service is completely not available (no access to the Service)	2
High	A transactional feature of the Service is unavailable under standard usage condition	4
Medium	Incidents disabling complementary features of the Service (calendar, news, inquiry, etc.)	8
Low	All other Incidents that are not falling into High or Medium	40

Response time is measured as of when a priority is assigned to an Incident.

3.2 Surecomp will have no obligation to provide support to the extent an Incident arises from: (a) use of the Service by Customer in a manner not in accordance with the Terms and Conditions, AUP or the applicable Documentation; and/or (b) the SLA Exclusions

**4. Service Availability**

4.1 This Section 4 applies only for Customers who are current with the payment of their Subscription Fees.

4.2 Surecomp shall make available to the Customer, an online Service Availability Report available at the Website (the "SAR").

**4.3 Service Credits**

If as per the SAR, the Services Availability was below the Target Availability during a quarter ("**Downtime Event**"), Customer may, within 30 days from the time the SAR was made available on the Website, submit a credit request to Surecomp ("**Service Credit Request**"). If Customer did not dispute the SAR and/or submit a Service Credit Request within 30 days from the date it was published, the SAR shall be deemed as accepted by the Customer.

Surecomp will notify the Customer within ten (10) Business Days of the written Service Credit Request of the resolution of such Service Credit Request. If the Service Credit Request is rejected by Surecomp, the response notification by Surecomp will specify the basis for such rejection.

Approved Service Credit Request will entail the Customer to a credit calculated as a percentage of Customer's Subscription Fees paid during the quarter during which the Downtime Event occurred.

The credit shall apply to the next invoice issued by Surecomp or if no additional invoice will be issued then Surecomp shall provide Customer with an extended subscription term proportional to the applicable credit. The credits are Customer's sole remedy for the Downtime Event.

The total amount that can be credited to a Customer for any quarter shall not exceed 10% of Customer's quarterly Subscription Fees.

The credits will be calculated as per the table below:

Service Availability	Credit
97-98.9%	2%
95-96.9%	5%
Below 95%	10%

*End of Document*

Last Updated: 10 May 2022