# SERVICE LEVEL AGREEMENT AND SUPPORT POLICY

This document sets forth Context-Based 4 casting (CB4) Ltd.'s (including its affiliates, "CB4") service level and support policy ("Policy") with respect to the Services. The term Services means the Services set forth in the applicable service agreement entered into between you and CB4 ("Quote"). This Policy is subject to the Terms of Use pertaining to the Services ("TOU") and the terms of the Quote. Any defined term not otherwise defined herein shall have the meaning ascribed to it in the TOU.

# 1. GENERAL

### 1.1 Maintenance and support services consist of the following:

- Product updates
- Bug fixes
- General maintenance releases
- Interim releases (if any)
- Documentation updates

Updates only include updates to functionalities that are within the scope of the Services. Any other future functionality not included with the scope of the Services may be subject to additional service fee payment, as determined by CB4 and agreed by you.

### **1.2** Communication tools to CB4 support team include:

via email: <a href="mailto:support@CB4.com">support@CB4.com</a> or through our contact us section in the CB4 web application or the mobile native applications

### 1.3 CB4 Support Representatives

CB4 Support Representative ("SSR(s)") respond to incoming emails and are responsible for:

- Coordinating the resolution of the problem.
- Verifying any reported error, as well as obtaining additional information from the end users.
- Communicating to the end user a resolution, or workaround, or supplying a bug fix, as appropriate.

#### 1.4 Information end users need when submitting a request via Email or the Web

Before the SSR can begin work on any request, information on the nature and location of the problem is required. The following information should be provided:

- Data describing the nature of the issue and other information requested in the support form
- Your device version and network configuration, if applicable
- The types and versions of databases you are accessing
- Any program error messages associated with the problem (screen captures would be helpful)
- A detailed description of the problem

Confidential

• Any steps you have taken in attempt to solve the problem

### Please note:

- When you contact a CB4 Support Center, you will be asked whether this is a new or ongoing case. If the case is ongoing, simply provide your Case ID.
- For each new support case, a Technical Contact will be verified and Case ID assigned. The Case ID should be recorded and referenced in case you want to call inquire about the status of the problem. The SSRs will ask you to provide input to prioritize your problem.

# 1.5 Case ID

Each request that comes into the support team by the specified medium is logged and assigned a Case ID. This unique identifier enables the end user and the SSR to track a request until it is resolved.

# 2. SERVICE LEVEL, SOFTWARE RELEASES

# 2.1 Service Level

The Company shall use best efforts to ensure that the Services achieve 99.9%. Availability (as defined below) in any given month of operation.

# % Availability = (PM-SE-UO)/(PM-SE)

"PM" (Possible Minutes) is the total number of minutes in any month.

"SE" (Special Exception) is the number of minutes of downtime as a result of - (i) periods of scheduled or emergency maintenance activities, scheduled backups or scheduled outage (ii) unscheduled maintenance not exceeding 0.75 hour per each month; and/or (iii) any corrective action taken by the Company when resolving problems as set forth herein.

"UO" (Unscheduled Outages) are the total number of minutes the Services are unavailable due to their failure to materially conform to the documentation.

### 2.2 Software Releases and Versions

- **Major Release** are signified by a change in the integer part of the Version number (e.g. version 2.0 to version 3.0). These releases contain major feature enhancements including new functions, technology, and performance enhancements. New releases are delivered at CB4's discretion.
- **Minor Release** Minor releases are signified by a change in the second digit of the Version number (e.g. version 3.1 to version 3.2). Minor releases are delivered at CB4's discretion.
- **Revision** Improvements and bug fixes are signified by change to the build number following the software version number (version 4.1.23 to version 4.1.24). Bug fixes are delivered only to end users who have reported that they have encountered one of the problems addressed in the

release. Maintenance releases may be grouped into Service Packs that are numbered sequentially for each release (e.g. version 4.1 Service Pack 1).

# 3. SUPPORT LEVELS, PROBLEM RESOLUTION AND REPONSE TIME

#### **3.1 Problem Resolution**

CB4 is only responsible for providing support for the failure of the Services to materially conform to the functional specifications as set forth herein or in the Quote or other applicable documentation. In such cases, if the end user provides the SSR with all the necessary components to replicate the problem, the SSR may attempt to resolve the problem, provided that the SSR can replicate it.

### 3.2 Support Levels and Priority Assignment

- <u>First Level</u> the problem is resolved by the SSR.
- <u>Second Level</u> if the problem is not resolved through First Level support, then it is escalated to Second Level where the problem is reviewed by a CB4 support expert.
- <u>Third Level</u> the problem is escalated and reviewed by CB4 R&D department.

The SSR response time and the actions to resolve a problem are based upon an assessment of the severity of the problem and the impact of the problem on the end user's operations. The following table provides priority level definitions and time targets (not commitments) for first reponse, workaround/patch delivery and provision of a permanent fix (if and where relevant).

Response time means the time it takes the SSR to get back to the end user with the steps being taken towards resolving the problem. The more impact on operations, the higher the priority as outlined below. Response times are subject to the end user providing the SSR will all necessary components to replicate the problem including the information listed above.

| Priority | Definition/Impact                                                                                                                 | Standard time<br>for first<br>Response | Time CB4 to provide<br>workaround/patch (if<br>relevant) | Time for Permanent<br>Fix        |
|----------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------------------------|----------------------------------|
| P1       | The problem causes a critical impact to the<br>end user's operations and the end user's<br>operations cannot reasonably continue. |                                        | Work continuously until a<br>workaround is available     | Next release or up to<br>4 weeks |

|    |                                                                                                                                   | CB4 outside<br>Business Hours,<br>CB4 team will<br>make a commercial<br>effort to provide<br>first response no<br>later than 5 hours of<br>the time the<br>incident is reported<br>to CB4. |                 |                                        |
|----|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------------|
| P2 | Issues with severe performance impact or<br>features not operating as documented or<br>designed, that impact a majority of users. |                                                                                                                                                                                            | 2 business days | Up next 2 release or<br>up to 10 weeks |
| Р3 | Issues with performance impact or features<br>not operating as documented, that impact a<br>minority of users.                    | -                                                                                                                                                                                          | Not provided    | Not provided                           |
| P4 | The problem has minimal impact on the end-<br>user business or the problem has no business<br>impact.                             |                                                                                                                                                                                            | Not provided    | Not provided                           |

In the foregoing table and in this policy -

"Business Hours" shall mean mean 1AM-6PM EST, during Business Days;

"Busines Day" shall mean Monday to Friday, except for national holidays; and

"Permanent Fix" shall mean a fix that is integrated into a Major or a Minor Release.

#### 3.3 Software Bugs

If a reported issue has been identified by an SSR as a bug in CB4 software, CB4 Support will record it as a bug. When a reported issue requires a software fix, it is normally delivered in an Interim Release. When a release that fixes a bug that has been reported is produced, you will be notified and given the opportunity to request that release. The timing of the releases and the incorporation of particular fixes are solely at the discretion of CB4.

#### 3.4 Excluded Nonconfirmities

A nonconformity is not considered an error and/or failure of the Services to meet the % of Availability set forth above, if it results from (a) the Services being combined or merged with, or accessed by, any program, equipment or device not supplied or specifically pre-approved in writing by CB4's authorized signatory; (b) the error is caused by end-user's misuse or improper use of the Services; (c) if the error cannot be reproduced in an unmodified version of the Services running on the applicable platform, (d) alterations or modifications made by anyone other than CB4, (e) unauthorized third party software and/or hardware, (f) to the extent appliable, failure to promptly install any maintenance releases provided while under valid maintenance coverage, (g) do not result from the CB4's underlying platform or other acts or omissions of CB4, or are outside of CB4's reasonable control, such as any force majeure event or internet access, and/or (h) result from lack of availability or untimely response time of end-user.

### 4. **OPTIONAL SUPPORT SERVICES**

CB4 realizes that there may be instances in which the end user may require the availability of SSR resources either outside of Business Hours or on-site at the end user location. Such support will be made available on a fee-for-service basis, provided sufficient notice is given by end user.

### 5. MISCELLANEOUS

CB4 will not be liable for any default or delay of its obligations if, and to the extent, due to causes beyond its reasonable control. In the event of any such delay, the date of performance will be extended for a period equal to the time lost by reason of the delay.

CB4 reserves the right to make changes to this Policy. Therefore, always check for the latest version at http://cb4.com/maintenancesandsupport.pdf