

## **SERVICE LEVEL AGREEMENT**

### **SCHEDULE B**

#### **Service Level Agreement (SLA)**

##### **Agreement Overview**

This Agreement represents a Service Level Agreement (“SLA” or “Service Level Agreement”) between Pisano Limited (“Pisano”) or (“Service Provider”) and the Customer, as specified in the Service Subscription Order Form, for the provisioning of platform usage support services required to support and sustain the Pisano Experience Management Platform (“Service”).

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the Parties or the Subscription Agreement is either expired or terminated.

This Agreement outlines the parameters of all platform usage support services covered as they are mutually understood by the Parties. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

##### **Goals**

The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide consistent Service usage support delivery to the Customer by Pisano.

The goal of this Agreement is to obtain mutual agreement for Service usage support service provision between Pisano and the Customer.

The objectives of this SLA are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise, and measurable description of service provision to the Customer.
- Match perceptions of expected service provision with actual service support and delivery.

##### **Periodic Review**

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Pisano Director of Customer Care is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the Parties and communicated to all affected. The Pisano Director of Customer Care will incorporate all subsequent revisions and obtain mutual agreements/approvals as required.

Review Period: Annually (at least once per fiscal year)

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### **Service Agreement**

#### **Service Scope**

The following Services are covered by this SLA;

- Pisano's Ticketing System,
- Monitored email support,
- Remote assistance using Remote Desktop and a Virtual Private Network where available,
- Planned or Emergency Onsite assistance (extra costs may apply),
- Monthly system health check.

The Customer Care Service includes assistance with:

- Bugs,
- Outages,
- User access problems,
- Platform configuration and setting questions,
- On-premises specific problems,
- Product training requirements.

#### **Customer Responsibilities**

Customer responsibilities and/or requirements in support of this Agreement include:

- Reasonable availability of customer representative(s) and IT project owners when resolving a service-related incident or request,
- Customers are encouraged to first check the Pisano Help Centre (<https://www.pisano.com/en/support>) for self-service solutions. For further support, customers should submit a ticket via email at [support@pisano.com](mailto:support@pisano.com) or through the contact forms on the Service.

#### **Service Provider Responsibilities**

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service-related incidents.
- Appropriate notification to the Customer for all scheduled maintenance.

#### **Service Assumptions**

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all Parties.

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The Customer Care Service does not cover:

- Support for third-party products,
- Issues related to integrations with third-party software not listed as supported on our product pages.

### **Service Management**

#### **Definitions**

Force Majeure Event means (i) extraordinary governmental action; (ii) material labour disputes, difficulties or work stoppages or slowdowns (excluding strikes by Pisano's own workforce); (iii) hurricane, earthquake, flood and other natural disasters or fires; (iv) war, rebellion, act of terrorism, or civil disorder; or (v) any other cause beyond Pisano's reasonable control that is not avoidable by reasonable due diligence and provided such cause is not attributable to Pisano.

Total Hours of Operation will be the total number of hours in the month, excluding any time for Maintenance Outages and Force Majeure Events.

Platform Outage means any time when the Service is inoperable or unavailable, excluding specifically the following reasons: (i) Customer's own telecommunications or Internet service providers; (ii) a Force Majeure Event; (iii) Maintenance Outage; or (iv) any failure in Customer's own hardware, software, or network connection.

Maintenance Outage means a planned maintenance period. Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance.

If actual maintenance exceeds the time allotted for Maintenance Outage, it is considered as a Platform Outage. If actual maintenance is less than time allotted for Maintenance Outage, that time is not applied as a credit to offset any Platform Outage time for the month.

### **Platform Availability**

Pisano's Platform Availability commitment for a given calendar month is 99.5%.

Platform Availability is calculated per month as follows:

$$\frac{(Total\ Hours\ of\ Operation - Platform\ Outage)}{Total\ Hours\ of\ Operation} \times 100 \geq 99.5\%$$
$$\frac{(Total\ Hours\ of\ Operation - Platform\ Outage)}{Total\ Hours\ of\ Operation} \times 100 \geq 99.5\%$$

### **Service Support Hours**

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability. This information is based on the following terms:

<b>Term</b>	<b>Description</b>
Business Hours	Monday to Friday (08:00am - 16:00 of the time zone of Pisano Regional Office)
Out of Office Hours	Monday to Friday (16:00 - 08:00am of the time zone of Pisano Regional Office) Saturday and Sunday – 24 Hours

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### Service Support Ticketing

Support requests are logged by support tickets where the Customer can create support tickets by:

- Emailing the support request to [support@pisano.com](mailto:support@pisano.com).
- Submitting a support request on Pisano platform.

### Service Support Severity Levels

Severity Level	Definition	Examples	Initial Response Goals	Workaround Time	Resolution Time
<b>CRITICAL</b>	Unable to continue business operations. Production system is down and requires a critical recovery or an important function of the system is not working properly. Extreme infrastructure or product outage involving multiple customers, the outage is significantly impacting the business and mission critical problems. Customer of critical data loss.	System down. Substantial loss of service.	1 hour	6 hours	10 business days
<b>NORMAL</b>	5% or more of system users not being able to use some functions of the product. Some functions of the product not working properly or slowing down. The maintenance and operating functions of the system work at the minimum level. Problems caused by the inability of the product to meet the planned and committed capacity and /or speed by the Supplier.	The system is working but with limited functionality. Minor loss of service. The result is an inconvenience, which may require a temporary workaround.	2 hours	5 business days	20 business days
<b>MINOR</b>	Less than 5% of users not being able to use some functions of the product. Problems of medium and low severity that do not cause the customer to lose business. No current or known customer impacts.	General configuration or usage questions. Uncritical reporting.	4 hours	7 business days	30 business days

### Pisano Update Process and Notifications

Periodically, Pisano introduces new features and functionality in a new version of the Pisano Platform with enhanced functionality across all, or substantially all, Pisano modules (“**Update**”) every week.

Planned Maintenances may take approximately four (4) hours to complete which may require the Service to be taken down for some or all that time (which time shall not be considered an Unplanned Outage). Updates will be performed during Out of Office Hours for any Planned Maintenance.

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The Customer will be notified 1 week prior to the Planned Maintenance via email, or in-platform notifications, or Pisano Community Forum.

### **Disaster Recovery**

Pisano will maintain a disaster recovery plan for the Service in conformance with Pisano's ISO27001 process and procedures.

Pisano commits to a recovery time objective of twelve (12) hours - measured from the time that the Service becomes unavailable until it is available again.

Pisano will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test available to the Customer upon its request.

### **Service Credits**

In the event that Pisano fails to meet the Platform Availability or Service Support Severity Levels commitments, the Customer will be eligible to receive service credits as per the schedule below.

Service Credits are calculated as a percentage of the monthly service subscription fees (equal to 1/12th of the annual service subscription fees) for the affected month in which the unavailability occurred: (monthly service subscription fee) x (Platform Availability Commitment – Monthly Uptime Percentage) (e.g. US\$10,000 x (99.5% - 95%) = US\$450).

Customer will follow Pisano's credit claim procedure via sending an email to support@pisano.com explaining the related claim. When the validity of the service credit is confirmed by Pisano support team in writing (email permitted), Customer may apply the credit to a future invoice or request a refund for the amount of the credit only if no future invoice is due.

In the event Pisano fails to meet the SLA (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a system availability level of at least 95% for one calendar month the Customer may terminate its Pisano subscriptions by providing Pisano with written notice within 30 days after the failure as set forth in General Terms for Pisano Services ("GTS").

### **Pisano API Support**

Pisano recommends using its up-to-date version of the Pisano APIs to receive optimum performance and stability. Prior versions of Pisano APIs are updated to support backward-compatibility for all prior versions of Pisano APIs that have not reached an end-of-life status. End-of-life announcements will be made not less than six (6) months before the end-of-life of each Pisano API.

All announcements surrounding the Pisano APIs will be communicated through emails or Pisano Help Centre.

### **Language Support**

To provide the highest level of service, all support will be conducted in English.