

ANNEX II

Service Levels, Incident and Problem Management Agreement ("SLIPMA")

This Service Level, Incident and Problem Management Agreement (hereinafter, "**SLIPMA**") must be attached to and forms an integral and substantial part of the Agreement executed between Cleafy and the Customer. All capitalized terms not defined in this SLIPMA have the meaning given to them in the Agreement.

1. DEFINITIONS

1.1 GENERAL. The following definitions shall apply to this SLIPMA:

"Service Level Agreement" or "SLA" means the period of time during which the Subscription Service is available to and can be accessed by the Customer at a specific percentage in a calendar month. SLA is not applicable to Sandbox environment;

"Excused Downtime" means the period of time during which the Subscription Service is not available to and cannot be accessed by the Customer. Both the Ordinary Maintenance Time and the Extraordinary Maintenance Time as well as any other case, event or circumstance in which the Subscription Service is not available to and cannot be accessed by the Customer due to causes beyond Cleafy's control - including, for example, modifications of the Subscription Service by any person other than Cleafy, a force majeure event (as defined by art. 11.4 of the Agreement), general internet outages, failure of Customer's infrastructure or connectivity (including direct connectivity and virtual private network ("VPN") connectivity to the Subscription Service), computer and telecommunications failures and delays, network intrusions or denial-of-service or other criminal attacks (computer viruses, hacking activities), Customer's inexperience, incompetence, negligence and/or carelessness about the use of the Subscription Service are included in the definition of Excused Downtime.

"Extraordinary Maintenance Time" means the non-periodic and non-predictable period of time during which the Subscription Service is not available to and cannot be accessed by the Customer due to significant changes, structural interventions to the technical component of the Subscription Service and/or any other interventions/changes performed on an emergency basis, including - by way of example - but not limited to, changes of sub-processors, evolution to the data layer or a significant architectural or core security components improvements.

"Max EPS" means the maximum number of EPS that the Subscription Service is able to elaborate in relation to one or more MOS. Cleafy's Subscription Service is able to manage a spike of up to 110% of the EPS acquired having a duration below 120 (one hundred and twenty) seconds. The spike must have a frequency of less than 1 (one)/hour. Max EPS is not applicable to the Sandbox environment;

"Ordinary Maintenance Time" means the periodic and predictable period of time during which the Subscription Service is not available to and cannot be accessed by the Customer due to scheduled maintenance activities (e.g., infrastructure modification, an upgrade or an update) made by Cleafy to the Subscription Service.

"Request" means the request for support in relation to the Subscription Service and/or Sandbox made in writing by the Customer in accordance with this SLIPMA.

"Sandbox Limits" means the following technical limit of the Sandbox environment: max 10 EPS/second; max 3 MOS; Data Retention for 15 days and 50 GB storage; Backups not available.

"Status Page" is a web portal accessible directly by browser at link <https://<ciid>.status.cleafy.cloud> or via Cleafy Console in profile -> status section.

2. SUBJECT MATTER

2.1 DESCRIPTION OF SERVICE. This SLIPMA governs:

- i. the SLA that Cleafy undertakes to comply with in the course of provision of the Subscription Service to the Customer;

and

- ii. the management process of incidents and problems that the Customer may encounter in the course of using the Subscription Service and Sandbox in accordance with the Documentation. An incident is defined as "*a single unplanned event that causes a service disruption*" ("**Incident**") and a problem is defined as "*a cause or potential cause of one or more incidents*" ("**Problem**").

3. SLA

3.1 SERVICE AVAILABILITY. If Customer's production instance of the Subscription Service is available less than 99.9% during a calendar month, Customer's exclusive remedy is to request Cleafy the issuance of a credit note ("**Credit Note**") in favor of the Customer for the economic value of the number of minutes the Subscription Service was not available in such a month. Credit Note shall be determined at the sole discretion of Cleafy. Customer may request Cleafy to compensate the Credit Note with the amount due by the Customer to Cleafy for the following month, as indicated in the invoice to be issued by Cleafy. Customer shall request Credit Note in writing to Cleafy within 30 (thirty) days from the end of the month in which the SLA was not met, it being understood that Cleafy shall not, in any circumstances, be obliged to pay any money or make any refund to the Customer for the Subscription Service not used. Cleafy may delay issuing Credit Note until the amount of such Credit Note reaches \$1,000 USD.

3.2 OUT-OF-SCOPE. SLA does not apply:

- 1) outside the Subscription Term;
- 2) during the Excused Downtime, which includes both the Ordinary and extraordinary Maintenance Time as described at art. 5 below;
- 3) to Sandbox environment;
- 4) to any features or services designated Pre-GA Offerings (unless otherwise stated in the associated Documentation);
- 5) to features or services excluded from the SLA (in the associated documentation available on the Customer Portal);
- 6) during the Evaluation Period;
- 7) to any errors: (i) caused by factors outside of Cleafy's reasonable control; (ii) that resulted from Customer's software or hardware or third-party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement;
- 8) in the event in which the Max EPS of the Subscription Service purchased by the Customer is exceeded.

In all these cases, Cleafy does not guarantee compliance with the SLA and the Customer has no right to ask Cleafy for whatsoever compensation and/or damages possibly suffered for not being able to use the Subscription Service.

4. INCIDENT AND PROBLEM MANAGEMENT PROCESS

4.1 GENERALLY. During the Subscription Term, Cleafy provides to the Customer a specific support aimed at managing and solving incidents and problems that the latter may encounter in the course of using the Subscription Service and Sandbox.

4.2 CUSTOMER'S OBLIGATIONS. Prior to making a Request to Cleafy, Customer shall use reasonable efforts to fix any error, bug, malfunction, or network connectivity defect without escalation to Cleafy. Thereafter, the Customer may submit a Request for support. Customer shall also:

- a) appoint a contact person ("**Customer Contact Person**") for receiving questions from Cleafy and for the proper management of technical issues in collaboration with Cleafy;
- b) promptly provide Cleafy with all requested diagnostic information and circumstances surrounding the specific incident;
- c) assist Cleafy personnel as may be required to resolve a Request, it being understood that any delay by the Customer will be taken into account in calculation of the response time set forth in the table below;
- d) do not exceed the Max EPS during the usage of the Subscription Service and do not exceed the Sandbox Limits during the usage of the Sandbox. If the EPS be exceeded, Cleafy assumes no responsibility for fulfilling the obligations set out in this SLIPMA, including the SLA, nor does Cleafy provide any guarantee as to the proper functioning of the Subscription Service/Sandbox, the data collection and retention capabilities as well as the quality of the Subscription Service/Sandbox. Customer can in any time review the EPS usage status and statistics through the Status Page, as indicated in art. 6 below.

4.3 COMMUNICATION TOOLS. Any communication between the Customer and Cleafy shall be exchanged only through the contact point indicated in the table below:

- ticketing system <https://support.cleafy.com/> for any Priority requests as defined in the table below;
- email address support@cleafy.com only for Priority P3 and P4 as defined in the table below;

Cleafy will not take charge of any request submitted by phone or any other IT tools not listed in this SLIPMA.

4.4 DEFECT PRIORITY; RESPONSE TIME; LEVEL OF EFFORT. Cleafy will use its best efforts to comply with the response times specified in the table below.

Priority Level	Description	Contact point	Definition	Taking in charge within	Applicability
P1	Blocker	<ul style="list-style-type: none"> • Ticketing system: support.cleafy.com 	" Blocker " means any defect that causes Services not to be available. There is no workaround currently available.	30 minutes (available 24x7)	Subscription Service
P2	Critical	<ul style="list-style-type: none"> • Ticketing system: support.cleafy.com 	" Critical " means any defect that causes a critical function to fail. There is no workaround currently available, or the workaround is cumbersome to use.	2 hours (available 24x7)	Subscription Service
P3	Major	<ul style="list-style-type: none"> • Ticketing system: support.cleafy.com • e-mail: support@cleafy.com 	" Major " means any defect that does not impact the core functionalities of the Service but with an impact on the usability that prevents the complete usability of the functionalities (for example unavailability of the Console, inability to change configurations, etc.).	1 business day (Available M - F, 9am - 6pm Local Time*)	Subscription Service
P4	Minor	<ul style="list-style-type: none"> • Ticketing system: support.cleafy.com • e-mail: support@cleafy.com 	" Minor " means any defect that does not significantly impede work or progress.	2 business days (Available M - F, 9am - 6pm Local Time*)	Subscription Service and Sandbox

**Local Time is a primary time zone specified by the Customer.*

4.5 CHARACTERIZATION OF REQUESTS. Customer shall designate P1-P4 priority upon submission of Requests. If the Customer does not indicate any priority level, the Request will automatically be classified as "*Minor*". Cleafy will review Customer's priority designation and may change designations that Cleafy believes are incorrect. Customer has the right to object to the change of designations made by Cleafy for legitimate reasons.

4.6 POC. During the Evaluation Period of the POC each request will be managed at a best-effort level, on a case-by-case basis, during standard business working hours.

4.7 OUT-OF-SCOPE REQUESTS. The Customer acknowledges that the support provided by Cleafy to solve incidents and problems in relation to the use of the Subscription Service does not include the following activities:

- (i) implementation, configuration, integration or customization services;
- (ii) training or assistance with administrative functions;
- (iii) resolving immaterial defects or defects due to causes outside of Cleafy's control or due to: modifications, misuse, unauthorized alteration of the Subscription Service made by any person other than Cleafy or a person acting at Cleafy's direction;
- (iv) support to Pre-GA offerings;
- (v) any value-added service provided by Cleafy to eligible customers under extra fees under specific subscription;
- (vi) helping the Customer in better use of the Cleafy Subscription Service;
- (vii) any request that cannot be classified as Incident or Problem according the definition in point 2.1.

Cleafy may determine at its sole discretion if any request is within or out-of-scope of this SLIPMA.

5. MAINTENANCE

5.1 ORDINARY MAINTENANCE TIME. During the set-up of the Subscription Service and in any case prior to the provision of the Subscription Service, Cleafy will identify the Ordinary Maintenance Time and will inform the Customer. If the Customer, on the basis of legitimate grounds, does not consider the Ordinary Maintenance Time identified by Cleafy not in line with its business needs, the parties undertake to find an acceptable Ordinary Maintenance Time among the Ordinary Maintenance Time proposed by Cleafy. Ordinary Maintenance Time will last a maximum of 4 (four) hours/month.

5.2 EXTRAORDINARY MAINTENANCE TIME. Extraordinary Maintenance Time is not estimable in advance by Cleafy but will be always notified to the Customer at least 10 (ten) days before the starting of the maintenance activities. It remains in any case understood that no prior notice will be provided to the Customer if this kind of maintenance is necessary to:

(a) comply with law; (b) avoid infringement or misappropriation of third party IPR; (c) ensure the integrity and security of the Subscription Service and the Customer's data; (d) preserve availability of the Subscription Service.

5.3 SANDBOX AND POC MAINTENANCE. Whether Cleafy deems necessary to carry out maintenance activities on the Sandbox environment and during the Evaluation Period, Cleafy will proceed directly without informing the Customer in advance. During the maintenance period, the Sandbox will not be available to the Customer.

6. SERVICES MONITORING

6.1 GENERAL. To support Customer to monitor the Cleafy Subscription Service, the Status Page portal offers the following functions:

- Show the status of the EPS consumption both in real time and with reference to the past usage
- Show in real-time the operational status of the Cleafy Cloud platform and its components
- Collect the availability and service level history of the Cleafy Cloud platform and its components
- Report ongoing incidents
- Keep a record of all the incidents, their evolution and resolution
- Communicate scheduled maintenance windows activities with an appropriate notice
- Reporting key Service utilization metrics
- Alert when the usage of the Subscription Service exceeds the contractual operational limits (EPS)
- Subscribe via Email, SMS webhooks, or Atom/RSS feeds to keep the Customer promptly informed
- about the status of the Service.

The service monitoring is not provided by Cleafy during the Evaluation Period and for the Sandbox.
