

CELLOPOINT INTERNATIONAL CORP

SUPPORT AND SERVICE LEVEL AGREEMENT

This Cellopoint Support and Service Level Agreement Policy (“**Policy**”) describes Cellopoint Security Corporation’s (“**Cellopoint**”) support offering (“**Support**”) in connection with Customer-reported bugs, defects, or errors in the Service (“**Error(s)**”). Support shall be provided in accordance with the written subscription agreement under which Cellopoint provides its Service as entered into by and between you (“**Customer**”) and Cellopoint (“**Agreement**”). Customer shall receive the level of Support set forth in this Policy or as designated in the applicable Order (“**Support Level**”). Cellopoint may update this Policy from time to time. Capitalized terms not defined in this Policy shall have the meaning given to them in the Agreement.

I. Support

1. **Support Services.** As part of providing the Service and as further described in the Documentation, Cellopoint implements processes designed to perform robust testing and validation to minimize Errors.
2. **General Support Offering.** Customer shall designate one primary contact who will have administrator privileges and may designate additional contacts (“**Customer Contacts**”). Cellopoint shall provide English-speaking remote assistance to Customer Contacts for questions or issues arising from any Error, as further described in this Policy, including troubleshooting, diagnosis, and recommendations for potential workarounds for the duration of Customer’s subscription to the applicable Service.
3. **Contacting Cellopoint Support.** Customer Contacts may contact Cellopoint Support by: (a) submitting the Support request to support.defender@cellopoint.com (“**Support Case**”). All Customer Contacts must be reasonably trained in the use and functionality of the Service and the Cellopoint Documentation and shall use reasonable diligence to ensure a perceived Error is not an issue with Customer’s own equipment, software, or internet connectivity. Customer Contacts will assist Cellopoint to resolve its Support Case by complying with the Customer obligations set forth in Table 1.
4. **Submission of Support Cases.** Each Support Case shall; (a) designate the Severity Level of the Error in accordance with the definitions in Table 1; (b) identify the Customer Account that experienced the error; (c) include information sufficiently detailed to allow Cellopoint Support to attempt to duplicate the Error (including any relevant error messages, but not export-controlled data, personal data (other than as required herein), sensitive data, other regulated data, or Customer Data); and (d) provide contact information for the Customer Contact most familiar with the issue. The Customer Contact shall also give Cellopoint any other important Support Case information requested by Cellopoint in a timely manner. Unless Customer expressly designates the Severity Level, the Support Case will default to Severity Level 4. If Customer Contacts submit Support Cases related to enhancement or feature requests, Cellopoint shall treat those tickets as closed once the request has been forwarded internally.

Table 1: Error Severity Level Definitions and Response Times

Error Severity Level	Description	Initial Response Time Target	Customer Responsibility
Severity Level 1 (Urgent Severity)	An Error that causes a (a) service disruption or (b) degraded condition that renders the Service inoperable.	Four (4) Hours	Commit appropriate resources to be available to provide additional info if needed. Make reasonable efforts to apply solutions quickly.
Severity Level 2 (High Severity)	An Error that (a) causes the Service to operate in a degraded condition with a high impact to key portions of the Service or (b) seriously impairs Customer’s use of material function(s) of the Service and Customer cannot reasonably circumvent or avoid the Error on a temporary basis without the expenditure of significant time or effort.	Eight (8) Business Hours	Commit appropriate resources to be available to provide additional info if needed. Make reasonable efforts to apply solutions upon receipt.
Severity Level 3 (Normal Severity)	An Error that has a medium-to-low impact on the Service. The Service is (a) running with limited functionality in one or more areas, or (b) experiencing intermittent issues. The Customer	Twenty-Four (24) Business Hours	Monitor and respond as necessary.

	can still access and use the material functionality of the Service.		
Severity Level 4 (Low Severity)	How-to Questions and Service issues with no Service degradation.	Forty-Eight (48) Business Hours	Monitor and respond as necessary.
Severity Level 5	Requests for enhancements to the Service.	Five (5) Business Days	N/A

5. **Error Response.** Upon receipt of a Support Case, Cellopoint Support will attempt to determine the Error and assign the applicable Severity Level based on descriptions in Table 1. If Cellopoint’s Severity Level designation is different from that assigned by Customer, Cellopoint will promptly notify Customer in advance of such designation. If Customer notifies Cellopoint of a reasonable basis for disagreeing with Cellopoint’s designated Severity Level, the parties each will make a good faith effort to discuss, escalate internally, and mutually agree on the appropriate Severity Level. Cellopoint shall use commercially reasonable efforts to meet the Initial Response Time Target for the applicable Severity Level, as measured during Cellopoint Support hours set forth in Table 2 below (such hour(s), “**Business Hour(s)**” with the total Business Hours in support day being “**Business Day(s)**”).

Table 2: Cellopoint Support Hours	
Support Business Hours	
Sev 1	24 x 7 x 365
Sev 2-4	9:00am-5:00pm (GMT+8) Mon-Fri

II. Service Level Agreement

The Monthly Availability Percentage for the Service is ninety-nine and nine-tenths percent (99.9%) (“**Service Level**”). If the Service does not meet the Service Level in a given month (“**Service Level Failure**”), then as Customer’s sole and exclusive remedy, Customer shall be eligible to receive the applicable number of Service level credits set forth in Table 3 below (“**Service Level Credits**”), credited towards extending Customer’s Subscription Term at no charge, provided that Customer requests Service Level Credits within thirty (30) days from the time Customer becomes eligible to receive Service Level Credits under this Policy by filing a Support Case. Failure to comply with this notification requirement will forfeit Customer’s right to receive Service Level Credits. The aggregate maximum amount of Service Level Credits for a Service Level Failure will not exceed 7 days. Service Level Credits may not be exchanged for, or converted to, monetary amounts. Customer may request the Service Level attainment for the previous month by filing a Support Case.

Table 3: Service Level Credit Calculation	
Monthly Availability Percentage	Service Level Credit
< 99.9% - ≥ 98.0%	One (1) day
< 98.0% - ≥ 95.0%	Three (3) days
< 95.0%	Seven (7) days

Policy Exclusions

Cellopoint will have no liability for any failure to meet the Service Level to the extent arising from: (a) Planned Maintenance or Emergency Maintenance; (b) third-party platforms and networks, Customer or User application, equipment, software or other third-party technology; (c) Customer or its User’s use of the Service in violation of the Agreement or not in accordance with the Documentation; (d) force majeure events — i.e., any cause beyond such party’s reasonable control, including but not limited to acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war; or (e) any access to the Service (or Service features) on a free, trial, beta or early access basis, or due to suspension, limitation, and/or termination of Customer’s access or use of the Service in accordance with its Agreement.

Definitions:

“Calendar Minutes” is defined as the total number of minutes in a given calendar month.

“Emergency Maintenance” means circumstances where maintenance is necessary to prevent imminent harm to the Service, including critical security patching.

“Monthly Availability Percentage” is defined as the difference between Calendar Minutes and the Unavailable Minutes, divided by Calendar Minutes, and multiplied by one hundred (100).

“Planned Maintenance” means routine maintenance periods that continue for no more than four hours in any one instance, so long as Cellopoint provides at least 48 hours prior notice (including by email) to Customer.

“Unavailable” means if Customer is unable to access the Service by means of a web browser and/or API as a result of failure(s) in the Service, as confirmed by Cellopoint.

“Unavailable Minutes” is defined as the total accumulated minutes when the Service is Unavailable.