

## SUPPORT AND SERVICE LEVEL AGREEMENTS (SLAs)

---

Support and Service Level Agreements (SLAs). Without limiting the generality of the foregoing, Exigyn will meet or exceed the following service levels:

- Availability Guarantee: The software is guaranteed to be available 99% of the time, excluding scheduled maintenance periods.
- Calculation: Availability = (Actual uptime during the month ÷ Scheduled monthly uptime) × 100%.
- Service response time: 1 business day
  - Exigyn will make reasonable efforts to respond to requests from the Client regarding the SaaS Services, software, or documentation within one business day.

Exclusions from Liability: Exigyn shall have no obligation to provide support hereunder in the event the software has been (a) used other than in accordance with the Agreement, or (b) modified, repaired, serviced, maintained or altered by anyone other than Exigyn without Exigyn's prior written approval. Exigyn shall not provide support in respect of the combination of the software with other software, to the extent that the issue is caused by, and would not have occurred but for, such combination. As part of the support, Exigyn shall provide the Client with generally available updates and upgrades to the software at a date no less than the date such updates and upgrades are made available to other customers. Exigyn shall not be responsible for correcting any errors in the software to the extent such errors are the result of the failure of the Client to incorporate updates or upgrades provided by Exigyn, if applicable.