

# signageOS

## SERVICE LEVEL AGREEMENT

version 2.0

### 1. INTRODUCTORY PROVISIONS

- 1.1. This Service Level Agreement (the “**SLA**”) sets forth the Parties’ rights, obligations and remedies with respect to failures of the signageOS System, and forms an integral part of the signageOS Software-as-a-Service Terms and Conditions (the “**Terms**”) and the Agreement concluded between you as the Customer and us, signageOS s.r.o., as the Provider. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Terms.
- 1.2. This SLA is available only to Customers using Company Plans “Business” and/or “Enterprise”. Other Customers shall not have any rights under this SLA.
- 1.3. If the Customer has selected Company Plan “Business” or Company Plan “Enterprise” (i.e. not Company Plan “Starter” or Company Plan “Open”), the Customer may request from the Provider remedies for failures of the signageOS System only under the conditions and to the extent expressly stipulated in this SLA.
- 1.4. The Customer using the Company Plan “Business” and/or “Enterprise” shall register in the signageOS Company Account one or more contact persons which will be exclusively authorized to submit cases to the Provider in accordance with this SLA (the “**Support Contacts**”). The maximum available number of Support Contacts is stated in the respective Company Plan. In case the Customer would like to register more Support Contacts than anticipated in the respective Company Plan, the Customer may request the Provider to increase the maximum number of available Support Contacts. Please note that the Provider may charge the Customer for such increase of the maximum number of available Support Contacts. For the avoidance of doubt, the Parties agreed that the Provider shall not be obliged to accept or respond to submissions made by other persons than the registered Support Contacts under any circumstances.

### 2. AVAILABILITY OF THE SERVICES

- 2.1. For the purposes of this SLA, the Services shall be considered available as long as (a) the signageOS System performs functions stated by the Provider and (b) the Customer is able to log in to the signageOS Platform relevant service user interfaces and (c) the Customer is able to successfully perform REST API requests to the signageOS Platform (the “**Availability**” and “**Available**”).
- 2.2. This SLA covers the following services from the signageOS Platform: API (<https://api.signageos.io>), Platform (<https://platform.signageos.io>), Box (<https://box.signageos.io>) and Docs (<https://docs.signageos.io>). For the avoidance of doubt, the SLA does not cover signageOS Core Apps.
- 2.3. The Provider shall use commercially reasonable efforts to ensure that the Services are Available for the Customer’s use according to Service Availability applicable

to the respective Company Plan as specified in Article 2.7 below. Availability shall be measured each calendar month on the basis of the total number of minutes in such calendar month that the Services were actually Available for the Customer’s use and the total number of minutes in such calendar month that the Services should have been Available for the Customer’s use in accordance with the following formula:

$$A = \frac{(T - M - D)}{(T - M)} * 100\%$$

where:

A = Availability (in %)

T = Total number of minutes in a calendar month

M = Total number of minutes of Scheduled Maintenance (as defined in Article 2.4 below) in a calendar month

D = Total number of minutes of Downtime (as defined in Article 2.5 below) in a calendar month

- 2.4. The calculation of Availability shall not include time when the Services were not Available due to routine system maintenance performed during scheduled maintenance windows that occur periodically throughout the month (the “**Scheduled Maintenance**”). Currently, Scheduled Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, and four (4) hours for quarterly maintenance. The Provider’s current weekly Scheduled Maintenance begins at 00:01 am (EST) on every Wednesday; monthly Scheduled Maintenance begins 00:01 am (EST) on last Saturday of every calendar month; and quarterly Scheduled Maintenance begins at 04:01 am (EST) on last Saturday every calendar quarter. All times are subject to change in the Provider’s sole discretion upon reasonable notice.
- 2.5. If actual maintenance exceeds the time allocated for the Scheduled Maintenance, or if the Services are not Available for other reasons than the Scheduled Maintenance, such time shall be considered as downtime (the “**Downtime**”). If actual maintenance takes less time than allocated for the Scheduled Maintenance, however, the saved time shall not be used to offset any Downtime.
- 2.6. The measurement point of the Service Availability is the availability of the Provider’s production data center’s Internet connection points. The Customer may access information about Availability of the Services at <https://status.signageos.io/> anytime.
- 2.7. The Provider shall use commercially reasonable efforts to ensure that the Service Availability for Company Plans “Business” and “Enterprise” shall be as follows:

Company Plan	Business	Enterprise
Service Availability	99.50 %	99.99 %

### 3. TECHNICAL INCIDENT SUPPORT

3.1. The Provider shall provide technical incident support to the Customer based on the respective Company Plan for which the Customer subscribed and in accordance with the terms and conditions set forth in this Article 3 below.

3.2. **Technical Incident Support Time:** The Provider shall provide the Customer with technical incident support in accordance with the following table:

Company Plan	Business	Enterprise
Technical Incident Support Time	16 x 5 (weekdays) Monday - Friday 2:00 am - 6:00 pm EST	24 x 7 x 365 Sunday - Saturday 0:00 am - 11:59 pm EST

3.3. **Critical Services:** For the purpose of this SLA, “**Critical Services**” of the signageOS Platform shall mean: Box (<https://box.signageos.io>), API (<https://api.signageos.io>), Platform (<https://platform.signageos.io>) and Docs (<https://docs.signageos.io>).

3.4. **Technical Incident Submittal:** Only the Customer’s registered Support Contacts may submit technical incidents (collectively the “**Cases**” and individually the “**Case**”) to the Provider by sending an e-mail to [support@signageos.io](mailto:support@signageos.io). Support Contacts must be trained by the Customer on the Services for which they initiate support requests. Each Case shall be assigned a unique number. The Provider shall respond to each Case in accordance with this SLA and shall use commercially reasonable efforts to promptly resolve each Case. Actual resolution time will depend on the nature of the Case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution to the issue. Case reporting is available via <https://docs.signageos.io>.

3.5. Each Party will furnish the other Party with such relevant information as may reasonably be required to provide technical incident support to the Customer. Such information shall include in particular (but not limited to) information about:

- a) Services affected;
- b) Start time of the Case;
- c) Current status of troubleshooting;
- d) Impact of the Case on the End User;
- e) Description of Services or any aspect of Services that is not Available to the Customer; and
- f) Estimated time to repair (ETTR).

3.6. **Severity Level Assignments:** The Customer shall reasonably self-diagnose each Case and suggest to the Provider an appropriate designation of severity level of the Case in accordance with Article 3.8 below (the “**Severity Level**”). The Provider shall validate the Customer’s Severity Level designation and, if applicable, notify the Customer of a proposed change in the Severity Level designation to a higher

or a lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each Party shall promptly escalate such conflict to its management team for resolution through consultation between the Parties' management, during which time the Parties shall continue to handle the Case in accordance with the Provider's Severity Level designation.

3.7. **Technical Incident Support, Response Time and Escalation:** Response time is the period of time from the moment when the Case report was received by the Provider on the support@signageos.io e-mail until the Provider responds to the Customer and/or escalates the conflict, if appropriate. Because of the widely varying nature of possible technical issues, it is not possible to provide specific resolution commitments.

3.8. **Severity Levels and Response Time Grid**

Severity Level	Description	Company Plan	
		Business	Enterprise
<b>Severity 1</b>	<p><b>Definition:</b> This incident level is attained when any of the following types of conditions is met: (i) a complete outage of a Critical Service, (ii) a reoccurring temporary outage of a Critical Service, (iii) inability to provide the Services, (iv) loss of data, (v) inability to service User help requests, (vi) any security incident that has a negative impact on the Customer, or (vii) issue is affecting &gt; 15% of all Customers.</p> <p><b>Resolution:</b> The Provider will work to resolve the problem until the Services are returned to normal operation. The Customer will be notified of status changes.</p> <p><b>Escalation:</b> If the Case has not been resolved within two (2) hours, the Provider will escalate the Case to the appropriate member of the Provider's support team. The escalated Case will have higher priority than ongoing support, development or operations initiatives.</p>	<p>Initial response within 120 minutes.</p> <p>Subsequent updates every 120 minutes, or as agreed during incident.</p>	<p>Initial response within 60 minutes.</p> <p>Subsequent updates every 60 minutes, or as agreed during incident.</p>

	<p><b>Customer Response Commitment:</b> The Customer shall remain accessible by e-mail for troubleshooting from the time the Case is submitted until such time as it is resolved.</p>		
<p><b>Severity 2</b></p>	<p><b>Definition:</b> This incident level is attained when any of the following types of conditions is met: (i) a significant degradation of the Services occurs, (ii) recent modifications to the signageOS System cause the Services to operate in a way that is materially different from those described in the Services specifications, (iii) issue is affecting between 1% and 15% of all Customers AND no workaround exists.</p> <p><b>Resolution:</b> The Provider will work to resolve the Case until the Services are returned to normal operation or a workaround is introduced. The Customer will be notified of status changes.</p> <p><b>Escalation:</b> If the Case has not been resolved within four (4) hours, the Provider will escalate the problem to the appropriate member of the Provider’s support team. The escalated Case will have higher priority than ongoing support, development or operations initiatives.</p> <p><b>Customer Response Commitment:</b> The Customer shall remain accessible by e-mail for troubleshooting from the time the Case is submitted until such time as it is resolved.</p>	<p>Initial response within four (4) hours.</p> <p>Subsequent updates every four (4) hours or as agreed during incident.</p>	<p>Initial response within two (2) hours.</p> <p>Subsequent updates every two (2) hours or as agreed during incident.</p>
<p><b>Severity 3</b></p>	<p><b>Definition:</b> This incident level is attained when any of the following types of conditions is met: (i) a minor degradation of the Services delivery occurs (i.e. slower response time on requests in the Box), (ii) recent</p>	<p>Initial response within one (1) business day.</p>	<p>Initial response within twelve (12) hours.</p> <p>Subsequent updates every</p>

	<p>modifications to the signageOS System cause the Services to operate in a way that is materially different from those described in the product definition for non-essential features, (iii) issue is affecting &lt; 1% of all Customers AND a workaround exists but is not optimal.</p> <p><b>Resolution:</b> If resolution requires a bug fix, the Provider will add the bug fix to its development queue for future update and suggest potential workaround until the Case is resolved in a future update. The Customer will be notified of status changes.</p> <p><b>Escalation:</b> If the Case has not been resolved within one (1) week, the Customer may request that the Provider escalates the Case to the appropriate member of the Provider’s support team.</p> <p><b>Customer Response Commitment:</b> The Customer will respond to the Provider’s requests for additional information and implement recommended solutions in a timely manner.</p>	<p>Subsequent updates everyone (1) business day or as agreed during incident.</p>	<p>four (4) hours or as agreed during incident.</p>
<p><b>Severity 4</b></p>	<p><b>Definition:</b> Non-system issues such as change of a registered Support Contact , requests for SLA reports or business documents, etc., questions about configuration and functionality should be addressed to the signageOS Docs at <a href="https://docs.signageos.io">https://docs.signageos.io</a>. If necessary to open a support case requesting assistance, Severity 4 shall be used.</p> <p><b>Resolution:</b> The Provider will respond to the request. The</p>	<p>Initial response within two (2) business days.</p>	<p>Initial response within one (1) business day</p>

	Customer will be notified of status changes.  <b>Escalation:</b> None.  <b>Customer Response Commitment:</b> The Customer will respond to the Provider's requests for additional information in a timely manner.		
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**4. REMEDIES**

4.1. The remedies stated in this Article 4.1 are the Customer's sole and exclusive remedies and the Provider's sole and exclusive obligations in case of any failure of interruption of the Services. In the event that the Provider fails to achieve the respective Availability objective in accordance with Article 2.7 above in any given calendar month, the Customer shall be entitled to request a service credit (the "Service Credit") equal to the corresponding percentage noted below of one (1) month's fees for the Services (or their respective part) affected by the Provider's failure to achieve the respective Availability objective in accordance with Article 2.7 above for the calendar month in which the Availability objective was not achieved. The Parties agreed that the Service Credit shall not in any case exceed 30% of the fees due to the Provider for the respective calendar month.

Service Availability	Company Plan	
	Business	Enterprise
Uptime of ≥ 99.99 %	No Credit	No Credit
Uptime of ≥ 99.5 % and < 99.99 %	No Credit	10 %
Uptime of ≥ 99.0 % and < 99.5 %	5 %	15 %
Uptime of ≥ 95.0 % and < 99.0 %	10 %	20 %
Uptime of ≥ 90.0 % and < 95.0 %	20 %	25 %
Uptime of < 90.0 %	30 %	30 %

4.2. Notwithstanding the above, the Customer shall not become entitled to any remedy (i.e., no Service Credits will be issued, and an outage will not be considered unavailability for purposes of this SLA) if the Customer is late with fulfilling any of its payment obligations either at the time when the outage occurs or at the time when the Service Credit would otherwise be issued. To receive Service Credits, the Customer must submit a written request within 15 calendar days after the end of the calendar month in which the Availability objective was not achieved at the latest, otherwise the Customer's right to receive Service Credits with respect to such unavailability will be considered waived.

## 5. MISCELANEOUS

- 5.1. **signageOS Support Scope:** The Provider will support only such functionality that is developed by the Provider and under its direct control. For all other functionality, and/or issues or errors in the signageOS System caused by issues, errors and/or changes in the Customer's, User's or End User's information systems and/or third party products or services, the Provider may, in its own discretion, assist the Customer and its third-party providers in diagnosing and resolving issues or errors but the Customer acknowledges that these matters are outside of the Provider's support obligations. Service level failures attributable to (i) the Customer's, User's or End User's acts or omissions; and (ii) Force Majeure events shall be excused.
- 5.2. **signageOS API and signageOS Core Apps Support:** The Provider recommends using the most recent version of the signageOS APIs and the signageOS Core Apps in order to receive optimum performance and stability of the signageOS System. Prior versions of signageOS APIs and the signageOS Core Apps are updated to support backward compatibility for all prior versions of signageOS APIs and the signageOS Core Apps that have not reached an end-of-life status.
- 5.3. The Provider shall make end-of-life announcements not less than six (6) months before the end-of-life of each signageOS APIs and the signageOS Core Apps. All announcements concerning the signageOS APIs and the signageOS Core Apps will be communicated through signageOS Docs at <https://docs.signageos.io>.
- 5.4. Backward compatibility means that an integration created to work with a given signageOS API version or the signageOS Core App version will continue to work with that same signageOS API version or the signageOS Core App version even as the Provider introduces new signageOS API versions or the signageOS Core App versions. With the exception of backward-compatibility updates, prior versions of signageOS APIs and the signageOS Core App are not enhanced.
- 5.5. The Provider reserves the right, in its sole discretion, to amend, modify, supplement or otherwise change this SLA in accordance with the Terms at any time and for any reason. Any new version of this SLA supersedes its previous version as of the date of effectivity of the new version.

This SLA version 2.0 enters into force and become effective as of 1<sup>st</sup> July 2020.