

This Service Level Agreement (“**SLA**”) supplements, and is incorporated by reference into, the Agreement between the Customer and the applicable Filigran contracting entity (“**Filigran**”). This SLA sets forth Filigran’s commitments regarding the availability commitment levels and support services of the Filigran Software. Any capitalized terms used in this SLA without definition shall have the meanings ascribed to them in the Agreement.

1 CLOUD SERVICES AVAILABILITY COMMITMENT

1.1 Applicability. This section exclusively applies to the Filigran Cloud Services.

1.2 Service Availability commitment. Service Availability shall be interpreted as the period of time when the Platform and its core functionalities are reachable and running for Customer to use (“**Service Availability**”). Filigran warrants that it will use no less than industry standard efforts to maintain an availability level of at least 99,98% (“**Service Commitment**”) where 100% corresponds to a Service Availability of 24 hours per day, 7 days per week (“**Service Hours**”).

1.3 Service Availability percentage. The Service Availability percentage shall be measured as a percentage of the total time in the relevant month and calculated as follows, exclusively based on Filigran’s records and data:

$$\frac{\text{Total minutes in relevant month} - \text{Total Downtime}}{\text{Total minutes in relevant month}} \times 100\%$$

1.4 Downtime. The time measured in minutes during which the Service Availability is not met shall qualify as “**Downtime**”, which may give rise to Service Credits unless it qualifies as “**Excusable Downtime**”. Excusable Downtime events include the following: (i) scheduled maintenance outside office hours (which shall not exceed 4 hours per month); (ii) unavailability caused by a) acts or omissions of the Customer b) Customer’s or third parties’ services or infrastructure, hardware, software or network including but not limited to issues resulting from inadequate bandwidth; c) Force Majeure.

1.5 Notice of maintenance. Unless in the event of an emergency maintenance, Filigran will endeavour to give the Customer at least one week notice of any scheduled maintenance that may affect availability, performance, or functionality of the Services.

1.6 Service Credits. In the event that the Cloud Services fail to meet the Service Commitment in a calendar month, save the exclusions of Excusable Downtime, the Customer shall be eligible for Service Credit as outlined in the Table below, as compensation for the Downtime suffered (“**Service Credits**”). A Service Credit corresponds to a free additional day of Filigran Services under the applicable Order Form extending after the end of the Term. Service Credits are non-transferable and have no monetary value.

Monthly Uptime Availability Percentage	Credited Additional Days
From 99.00% to 99.97%	15 Service Credits
From 98.00% to 98.99%	30 Service Credits
Below 98.00%	45 Service Credits

1.7 Service Credit request procedure. To be received and eligible for Service Credits, the claim must be submitted to Filigran by emailing support@filigran.com within 30 days following the Downtime incident and must include: (i) the words “Service Credit Request” in the subject line; (ii) the dates and times of the Downtime incident; and (iii) the affected instance or functionality with corroborating evidence (screen capture, error message, etc.) of the Downtime. Filigran will verify each claim against applicable systems records and confirm whether Service Credits are owed.

1.8 Exclusion. If the Customer is past due or in default with respect to any payment or any material contractual obligations to Filigran, they shall not be eligible for Service Credits.

1.9 Sole Remedy. Service Credits constitute liquidated damages and are the Customer’s sole and exclusive remedy for any Downtime of the Cloud Services. However, if Filigran fails to meet the Service Commitment for three (3) consecutive

calendar months within a given calendar year, or for a total of six (6) months within the same calendar year, the Customer may terminate the Agreement and receive a pro rata refund of any prepaid Fees for the Services through the effective date of termination.

2 ON-PREM SERVICES SUPPORT

- 2.1 Supported Versions.** Continued Support Services are conditional upon Customer running a Supported Version of the Software (i.e. either the latest Major Release or the one immediately preceding it). Filigran shall have no obligation to support any version of the Software other than the Supported Versions. In addition, if Filigran suspects that an issue relates to Modified Code, it may, at its discretion, (i) request removal of the Modified Code and/or (ii) advise Customer to seek assistance through product forums or Filigran’s consulting services for an additional fee.
- 2.2 On-Prem Services Emergency Update.** To comply with applicable laws, regulations, or reasonable security standards (e.g., addressing a known vulnerability), Filigran may require the Customer to update to the most current version of the Software, including a Minor or Maintenance Release. In such cases, Filigran will provide at least sixty (60) days’ prior notice, after which Support Services for the affected earlier version(s) will be discontinued. Filigran shall have no liability for any claims arising from or related to the Customer’s failure to install or use a Supported Version.

3 GENERAL SUPPORT AND PRIORITY LEVELS

- 3.1 Procedure.** To raise a formal request for assistance with an issue related to the Software (“**Support Request**”), the Customer can submit a ticket via the [online support portal](#). Filigran will undertake commercially reasonable efforts to address the Support Request in a timely manner, according to the severity table in this Section and the support level (standard or premium) elected by the Customer as stated in the Order Form.
- 3.2 Choice of Support Level.** Filigran requires that the same support level, either standard or premium, be selected for all products and environments purchased by the Customer.
- 3.3 SLA Priority Levels.** Each Support Request will be triaged by Filigran and then managed in accordance with the priority matrix and SLA response time detailed below:

PRIORITY MATRIX				
Severity	1 - CRITICAL	2 - HIGH	3 - MEDIUM	4 - LOW
Description	Customer’s production use of all services is stopped or so equally severely impacted that the Customer cannot reasonably continue business operations	Major functionality is severely impaired: operations can continue in a restricted fashion, although long-term productivity might be adversely affected	A partial, non-critical loss of functionality of the software: the operation of some component(s) is impaired but allows the user to continue using the Software	Appropriate use of the Software is possible with minor impact on basic functionality of any service
Impact	Extensive impact on the whole Platform – no workaround.	Impact on one critical or several Service features – no workaround.	Some Service features are unavailable – workaround available.	Impact limited or a single user.
SLA RESPONSE TIME				
Standard Support	4 business hours	4 business hours	24 business hours	24 business hours
Premium Support	2 hours	2 hours	12 hours	12 hours

- 3.4 Resolution.** Resolution may consist of a hotfix patch, workaround, system configuration change or any other reasonable solution. Although Filigran will endeavour to meet first response time and resolution time targets detailed above, these are not guaranteed timing.