

SERVICE LEVEL AGREEMENT

This is the Service Level Agreement (“SLA”) to Zeotap’s Master Subscription Agreement (the “MSA”). Capitalised terms not defined in this SLA, have the meaning indicated in the MSA and its associated Subscription Order Form(s). Unless otherwise provided herein, this SLA is subject to the terms of the MSA. Zeotap reserves the right to change the terms of this SLA in accordance with the MSA.

I. Support Services

Access to Zeotap technical and product documentation	✓
Dedicated Support team	✓
Business Hours	✓
Email Support	✓
SLA - Response Time - Urgent or Critical Request	4 Business Hours
SLA - Response Time - Important Request	1 Business Day
SLA - Response Time - Normal Request	2 Business Days

Business Hours are as follows:

Monday to Friday from 9am - 7pm CET, except public holidays in Germany.

Email Support Address: support@zeotap.com

Defects of the Products and/or System shall be assigned by Client to one of the following defects categories, depending on the severity of the defect:

- **Category 1 (Urgent or Critical Request):** Defects causing a breakdown of the entire functionalities of the Products and/or the System, or of essential parts thereof, making it impossible for Client to use the Products and/or the System potentially causing loss ROI for which there is no workaround.
- **Category 2 (Important Request):** Defects impairing the use of the Products and/or the System to such an extent that (i) it is no longer possible to work effectively with the Products and/or the System or (ii) working with the Products and/or the System requires an unreasonably high effort or is subject to significant risks of system failures (iii) a workaround exist but is not sustainable or moderately impacts business needs.
- **Category 3 (Normal Request)** Defects which do not impair the use of the Products and/or the System, or which only marginally or insignificantly impair its use or a workaround is available and sustainable in medium to long term.

Zeotap may object to Client's assignment and assign the defect to a different (lower) category, provided that at least one of the following applies: (i) the defect is no longer impacting the Client or no longer reproducible or the impact substantially decreases, or (ii) Zeotap provides a workaround whether temporary or permanent that reduces the impact of the severity of the issue, or (iii) it is reasonable to assign the defect to a different category due to the severity of the issue or due to Client's reaction and cooperation.

Zeotap may increase the severity of the issue if it determines the impact to be higher than assessed by Client

II. Products and/or the System Availability

Zeotap will use commercially reasonable efforts to make the Products and/or System available. The availability of the Products and/or the System shall be 99.9 % per calendar month.

Calculation of Availability

System availability is measured from the date when Client starts using the Products and/or the System. The formula for calculation of System availability is presented below:

$$Availability (\%) = 1 - \left(\frac{Downtime}{Measurement Period} \right) \times 100$$

Downtime: total number of minutes during a Measurement Period (defined as one calendar month) which the Products and/or the System is not available to Client at all or within an appropriate response time with deduction of Allowed Downtime, measured in minutes, see below.

Allowed Downtime: in the calculation of Downtime, the following shall not be included:

- a. Scheduled or mutually agreed downtimes, due to improvements, upgrades or other enhancing measures to the Products and/or the System, including, but not limited to, planned maintenance (Allowed Downtime shall always be agreed upon at least 7 (seven) days before the interruption of the service (Client shall not unreasonably deny a request for Allowed Downtime); or
- b. Downtime caused by or attributable to Client or a party not controlled by Zeotap (excluding any subcontractors of Zeotap); or
- c. Arising from the suspension and termination of Client's right to use the Products and/or System; or
- d. Any downtime caused by factors outside of Zeotap's reasonable control, including any Force Majeure event or Internet access or related problems; or
- e. Any downtime that results from any actions or inactions of Client or any third party or that result from Client's or third party's equipment/services, software or other technology or third party equipment/services.