

Service Level Agreement

1. Calibo Obligations. Calibo will update the Software and make available to Customer any and all patches, enhancements, updates, upgrades, and new versions of the Software or Calibo furnished items that Calibo makes commercially available ("Updates"). Any such Updates will be deemed part of the Software as that term is used in the Agreement and will be covered by the maintenance and support services set forth in this **Appendix E**. Calibo represents and warrants that no Update (i) will impair the operation or disable or inhibit any functions or features of the Software or Calibo furnished items or cause a loss of functionality as set forth in the Specifications or cause performance of the Software or Calibo furnished Materials to be degraded; or (ii) adversely affect form, fit, function, reliability, safety or serviceability of the Software and Calibo furnished items or their compliance with all of the requirements of this Agreement.
2. Customer Obligations. Customer will contact Calibo by email and agrees to provide Calibo with all information and materials requested by Calibo for use in replicating, diagnosing, and correcting an error or other problem with the Calibo Software reported by Customer. Customer acknowledges that Calibo's ability to provide satisfactory support services is dependent on Calibo having the information necessary to replicate the reported problem with the Calibo Software.
3. Items Not Covered by Support Services. Calibo is not obligated to provide support services for errors or problems caused by the use of the Calibo Software other than as described in the Documentation. With respect to third-party Services provided to Customer as part of an SOW, Calibo's sole obligation is to use its best efforts to ensure that Customer receives the benefit of any warranties made by the third-party Service provider(s), as applicable.
4. Support. Unless otherwise set forth in the Order Form, Calibo shall provide technical support services for the Calibo Software five days per week, Monday through Friday, between the hours of 8:00 am and 4:00 pm local Customer time.
5. Incident Issue Corrections. If the Calibo Software is not accessible as specified in the Documentation (an "Incident Issue"), Calibo will use commercially reasonable efforts to correct the Incident with a level of effort commensurate with the severity of the Incident Issue. Calibo and Customer will comply with the following resolution procedures for all Incident Issues reported by Customer.
 - a. Notice of Incident Issue. If Customer encounters an Incident Issue, Customer must sufficiently define the Incident Issue in a written notice to Calibo via email to the support email address above. In the event that, after receipt of written notice of an Incident Issue, Calibo cannot replicate the issue or cannot identify the cause of the Incident Issue, Calibo will promptly notify Customer; Customer may need to provide additional information regarding the Incident Issue in order for Calibo to assist Customer with the corresponding issue resolution. Customer will provide a separate written notice for each Incident Issue encountered by Customer.
 - b. Incident Issue Classification. In its notice of an Incident Issue, Customer may classify the Severity Level of the issue for Calibo in accordance with the severity level classification table below. To the extent that Calibo disagrees with any Incident Issue classification provided by Customer, Calibo will promptly advise Customer of the revised classification of any Incident Issue.
 - c. Response Time. Calibo will use commercially reasonable efforts to respond to each of Customer's written notices of Incident Issue within the period set forth in severity level classification table below. Response time is the elapsed time between Customer's first report of an identified Incident Issue and the response by a qualified member of Calibo's staff, after which Calibo will begin to diagnose and correct the issue.
 - d. Resolution Time. Resolution time is the period starting from the moment an Incident Issue is reported or identified and ending when the issue is resolved, and the affected Service or system is returned to its normal state, or a workaround has been implemented to mitigate the issue and confirmed by the Customer.

Severity Level	Description of Incident Issue	Response time	Resolution time
1	Critical Incident Issue causes the Calibo Software to be completely inaccessible and unavailable.	30 mins	4 hours
2	Medium While the Calibo Software is usable, the Incident Issue has a material business impact. Customer can circumvent the issue, but the Incident Issue causes a material degradation in the performance of the Calibo Software.	1 hours	2 days
3	Other Incident has minimal or no business impact or has a reasonable workaround. Incident Issue is correctable by a documentation change or by a future update from Calibo.	2 days	8 days

The above response and resolution times are for support during the days and times indicated in Section 4 above.

- e. Uptime and Service Credit. This metric measures the percentage of time that the Calibo Platform is available and accessible to Users, excluding planned maintenance windows and approved change controls (“Uptime”), and established the available service credit (“Service Credit”) when Calibo fails to meet its Uptime. Calibo agrees to provide a Service Credit to Customer in arrears, i.e., in the monthly invoice after the end of the month in which an Uptime failure occurred. Invoices shall indicate the month the Service Credit was requested. The maximum cumulative amount payable as a Service Credit for any single month shall not exceed the total amount stated on the previous month’s invoice. Financial remedies (beyond the issuance of a Service Credit) will be per the Terms and Conditions. Customer must request a Service Credit within thirty (30) days of the end of the month in which the failure to achieve Uptime occurred.

Yearly Uptime	Service Credit
<99.5%	1%
<99%	2%
<98.5	3%
<98%	5%

- f. Security and Compliance. Calibo conducts security audits on a regular basis and will apply critical security patches within 5 days of their release.
- g. Recovery time and Recovery Point. Calibo conducts regular data backups. In case of an Incident Issue, Calibo will work with Customer to recover the Platform Data, excluding Customer Data with minimum disruption and data loss.
- h. Recovery Time Objective (RTO). For critical data, RTO will be less than 4 hours, during which Customer can restore data and services to its last known working state.
- i. Recovery Point Objective (RPO). For database or configuration changes, the RPO goal is 30 minutes, with minimal data loss.