



Service & Support Level Agreement (SLA)

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Definitions

Term	Definition
SaaS Services	The application, software, and related software-as-a-service, hosting, maintenance and/or support services made available by Carbyne for remote access and use by the customer.
Services	The services provided or required to be provided by or through Carbyne, including – but not limited to – SaaS Services and Professional Services.
Software	The object code version of Carbyne computer software and all updates made available by Carbyne to a customer under its agreement with Carbyne.
Statement of Work	A detailed plan of work that describes professional services (such as installation and integration services) to be agreed upon in writing by the parties.
Integrated Third-Party Components	Any component of the SaaS service that is provided by third parties and is embedded in Carbyne’s platform, including – but not limited to – software and hardware. An example of such a component is Google Maps.
Integration with external interfaces	Any software or hardware component that is not owned by Carbyne and requires Carbyne to write code and/or connect physically for the product to function
Key Performance Indicator	Any measured indicator of performance that is tracked and reported in conjunction with this document (e.g. downtime, availability).
Hot Fixes	A software patch, software version, file, or script that Carbyne provides to remedy any urgent fault which is out of the regular software version release cycle.
Integrated Product Scheduled Downtime	Any scheduled and pre-announced unavailability period of an Integrated Third-Party Component that is part of the Carbyne platform.
Integrated Product Unscheduled Downtime	Any unscheduled downtime of an Integrated Third-Party Component.
NOC	Network Operations Center

Chapter 1

Agreement Overview

This Service Level Agreement (“SLA”) outlines the terms and conditions of technical support for Carbyne’s products, as well as the maintenance plan and Key Performance Indicators (“KPIs”) offered (“Maintenance & Support Plan”).

This SLA remains valid until superseded by a revised SLA provided or made available to the Customer by Carbyne.

This SLA outlines the parameters of all technical services covered as they are mutually understood by the primary stakeholders. This SLA does not supersede current processes and procedures unless explicitly stated herein.

The Carbyne Customer Support department operates a 24/7/365 global services and support center that is staffed by-product and IT experts that provides global Quality of Service (QoS) and remote management of Carbyne products and services.

Carbyne technical support staff, and any subcontractors supporting it, are trained to address proactive servicing of system components to maintain the operation of the SaaS Service. Tasks may include the systematic inspection, test, measurements, adjustment, parts replacement, detection, and correction of incipient failures either before they occur or before they develop into major defects.

The primary goal of preventive maintenance is to avoid or mitigate the consequences of software and its core capabilities failures. Preventive maintenance is designed to preserve and restore Carbyne’s software reliability by identifying potential issues before they fail.

Chapter 2

Service and System Availability

Carbyne offers technical support to its customers during the “Maintenance & Support Period”, the period for which the customer purchased maintenance and support Services from Carbyne as specified in a valid purchase order or another valid contract duly signed by Carbyne. The maintenance and support services described hereunder pertain to customers facing an issue that causes the product not to function as detailed in the Product Description.

2.1 Report

Carbyne operates 24 hours a day, 7 days a week, and 365 days a year, Network Operations Center (NOC) staff which is monitoring system health including

- Cloud services and infrastructure
- Customer on-premise software
- Third-Party platforms services integrated with Carbyne solution

Carbyne NOC is dispatching and alerting support teams worldwide in an automated “follow the sun” mode, to expedite response time and recovery from the relevant region with full around the clock alerting and escalating procedures to ensure SLA is met.

Customers will have access to an online Zendesk ticketing system to open, update, view status, and request ticket closure for maintenance issues. In addition, a toll-free number is available to report maintenance issues. Any level of trouble can be reported by phone, email (support@carbyne.com), or the online system. The NOC will keep the customer and regulatory agencies informed of the repair status regularly until the ticket is closed.

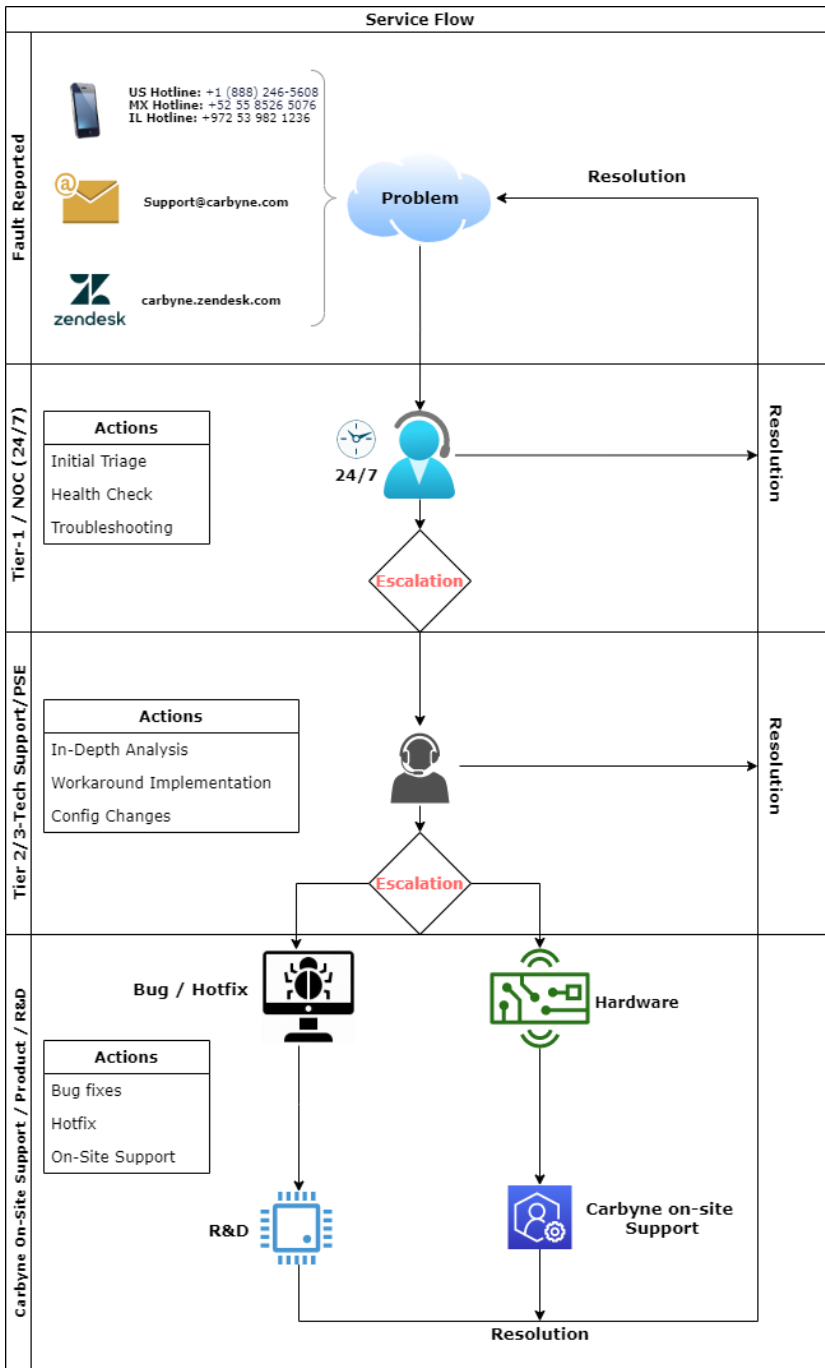
2.2 Escalation

The initial triage will be operated by the NOC team (Tier-1). The engineer on shift or the subcontractor will troubleshoot according to the guidelines and tools to solve the issue, answer questions, and restore the system to its fully functional state.

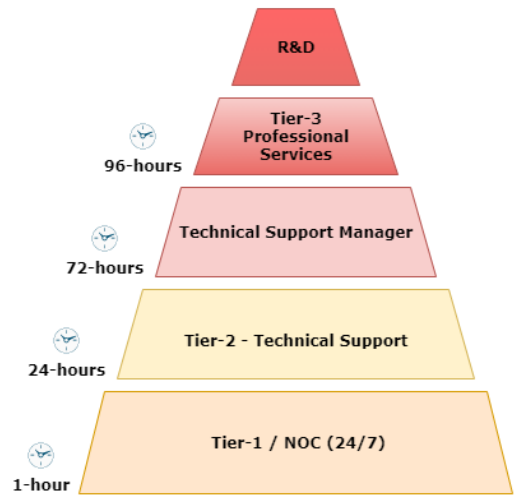
The NOC engineer will gather as much information as possible from the customer, to understand whether an immediate escalation is needed to avoid any delay with service restoration. In case the issue matches the NOC's responsibility, the NOC engineer will start investigating the case to resolve the issue or escalate to higher tiers.

The NOC team will collaborate with the next support tier (Tier-2) to resolve the issue, according to the responsibilities defined for that tier. Additional escalations may happen, until providing a full resolution or a possible workaround according to the described escalation flow:

Internal Escalation Flow:



Escalation Matrix



During **Critical incident - the case is escalated to all tiers at once

2.3 Service Availability Performance Indicator

Carbyne uses online software services as part of its solution in order to provide a real-time communications platform for our customers.

Based on Amazon Web Services (AWS), Carbyne's back-end applications are clustered and deployed globally, designed to provide a redundant SaaS platform with disaster recovery capabilities and minimal service restoration time ("Carbyne's System").

Carbyne availability KPIs as part of this SLA is that during any calendar month of a Regular Usage Period, Carbyne core capabilities shall be operational no less than -

- **2.3.1 - c-Live APEX - 99.999%** (26 seconds downtime in a calendar month) for the time on voice call-control capability, and 99.95% (21 minutes and 54 seconds downtime in a calendar month) for audio recordings.
- **2.3.2 - c-Live Universe - 99.99%** (4 minutes and 22 seconds downtime in a calendar month) for location and chat capabilities, and 99.95% (21 minutes and 54 seconds downtime in a calendar month) for video capability.
- **2.3.3 - Bridge Desk - 99.9%** (43 minutes and 49 seconds downtime in a calendar month) for the time on presenting units, map layers and weather capabilities.
- **2.3.4 - Customer c-Control - 99.9%** (43 minutes and 49 seconds downtime in a calendar month) for the time on presenting Contacts, Events History, Wallboard capabilities, Users list, Activity Log and Configurations.
- **2.3.5 - Queue Status and Seat Map - 99.95%** (21 minutes and 54 seconds downtime in a calendar month) for the time presenting call-control live data.
- **2.3.6 - c-Live APEX Analytics - 99.5%** (3 hours, 37 minutes and 21 seconds downtime in a calendar month) for the time on presenting call-control analytics.
- **2.3.7 - Carbyne Connect - 99.9%** (43 minutes and 49 seconds downtime in a calendar month) for IoT capability.

The above KPIs exclude scheduled maintenance of Carbyne SaaS servers or customer side applications, (see "Scheduled Downtime"); provided, however, that Carbyne shall not be responsible for downtime under this section caused by Third-Party integrations (such as customer's use of the SaaS Services with its own applications, software and equipment) over which Carbyne has no control or Integrated Third-Party Components, and such third-party downtime will not count against the service levels promised herein and as described in chapter 2.5 of this document.

2.4 System Availability and Scheduled Downtime

"Planned Maintenance" refers to a scheduled downtime period that is initiated by Carbyne's Operations and Research & Development (R&D) department.

- a. Scheduled maintenance can be planned for the reasons such as following:
 - i. Upgrade or installation of software components (which is usually done without service implication on end-users)

- ii. Maintenance procedures required to upkeep the system
 - iii. Database or cloud services configuration changes
- b. Notification will be sent no less than 2 business days before the downtime period:
 - i. By email to customers registered in Carbyne's support portal
 - ii. Published in Carbyne's support portal under the relevant message board
- c. Carbyne will not exceed more than 26 seconds (99.999% SLA KPI) of downtime for the Call Control Services (CCS) within a period of 30 calendar days during scheduled downtime.
- d. Carbyne will not exceed more than sixty (60) minutes of Scheduled Downtime for any of the Carbyne core capabilities in any consecutive 30-day period.
- e. Carbyne shall provide prompt notification as soon it becomes aware of any actual or potential unscheduled downtime of Carbyne's systems as well as continual periodic updates during the unscheduled downtime regarding Carbyne's progress in remedying the unavailability and the estimated time at which the system shall be available.
- f. "System Unavailability" is defined as the percentage of seconds per month during which the relevant Carbyne core capabilities (as defined in section - 2.3 "Service Availability Performance Indicator") are completely and generally unavailable for customers use, provided that the system unavailability to handle Carbyne's core capabilities do not include any unavailability attributable to: (a) Carbyne's System Scheduled Downtime for maintenance (whether by Carbyne, by a vendor, or by third-party related service); (b) acts or omissions of a customer; (c) server downtime related to connectivity issues resulting from third-party-managed access to Carbyne's servers or customer internal network problems; (d) defects or bugs in the Applications or Software caused by any city, county or business, any PSAP Users, or any employee, agent or independent contractor of city, county or business; or (e) any other cause(s) beyond Carbyne's reasonable control, including but not limited to those caused by Third-Party Data services over which Carbyne has no control (e.g. customer's internet service provider), Third-Party Components or caused by a Force Majeure. The customer will be responsible for immediately notifying Carbyne of all third-party-managed related access, internal or external (e.g. internet service provider) network problems that arise.

2.5 System Availability with Third-Party Integrations

- a. Service Levels for Integrated Third-Party Software. Notwithstanding any statement to the contrary in this or any other document, Carbyne shall be responsible for any downtime related to its end-point or cloud-based systems or Integrated Third-Party Software (as defined below) that is caused by Integrated Third-Party Software solely to the extent specified in this Section 2.5.

b. Types of Third-Party Integrations: Carbyne's Statement of Work will outline the specifics of any integration or implementation services to be performed by Carbyne in the scope of the Professional Services. Any integration not included within such outline (see "Integration with external interfaces") shall be excluded from this SLA commitment as described in section c below.

c. During the Regular Usage Period, the Integrated Third-Party Software, is the addition of an external data to the Carbyne platform through an Application Program Interface (API) shall be operational no less than 99.99% (4 minutes and 22 seconds downtime in a calendar month) for the time on a 24x7x365 basis, excluding any scheduled maintenance of such Integrated Third-Party Software, whether scheduled by Carbyne or by the Third-Party Provider (the "Integrated Product Scheduled Downtime"). Carbyne agrees that it shall schedule any Integrated Product Scheduled Downtime on minimal traffic days whenever reasonably possible. Carbyne shall use commercially reasonable efforts to not schedule more than sixty (60) minutes of any Integrated Product Scheduled Downtime in any consecutive 30-day period.

d. Unscheduled downtime: Carbyne shall provide the customer with prompt notification to the point of contact outlined in the Contract as soon as it becomes aware of any actual or potential unavailability of an integrated product other than Integrated Product Scheduled Downtime ("Integrated Product Unscheduled Downtime"), as well as continual periodic updates during the Integrated Product Unscheduled Downtime regarding the progress in remedying the unavailability and the estimated time at which the product shall be available.

e. Responsibilities for Planned Upgrades and or updates for systems under the customer's responsibility (see "Integration with external interfaces"). The customer shall provide Carbyne with prompt notice, and in no case fewer than thirty (30) days advanced notice, of any planned upgrade by any other third-party provider or software integrated into the Carbyne platform that Carbyne has no control of, such as but not limited to power outages, ISP connection, IP or LAN connection or PBX maintenance, upgrades or updates of IT related hardware or software. Such downtime is not within the scope of the service levels promised herein.

2.6 Software Upgrades

Carbyne shall make new upgrades available at no additional cost, four (4) times a year ("Quarterly Release") for its software and services during the Maintenance & Support Period. These upgrades generally include newly released versions and "Hot Fixes" but might exclude new features that are licensed and/or purchased separately.

Upgrade dates will be announced by the Customer Success Manager (CSM) via email. User manual, release notes, and additional relevant information will be posted on the Carbyne Support portal.

2.7 Supported Products and Versions

Maintenance & Support services will be provided only concerning releases of products and features that are generally supported by Carbyne.

The Maintenance & Support shall not cover and will not be provided to address errors caused by amendments, alterations, or modifications to a product, which are made by the customer or third parties without Carbyne's written consent, or errors caused by using the product in a manner that violates Carbyne License Agreement (or the applicable agreement between customer and Carbyne) or contrary to instructions provided by Carbyne.

Carbyne will provide support to the current and prior (n-1) version release of its products as described in this SLA. Earlier versions will be supported on a best reasonable effort basis and for critical faults only.

2.8 Service Credits

Calculation

If Carbyne does not achieve the Services Availability uptime, as stated in section 2.3.1 of this document, the customer may be eligible for credits for **c-Live** APEX voice call-control capability as described herein (the "Service Credits"), as follows:

If Carbyne does not achieve the service availability for the **c-Live** APEX voice call control capability in the applicable calendar month, the Customer will (to the extent legally permitted) be eligible under the terms of this SLA, to receive a credit to the monthly subscription fee paid for the **c-Live** APEX call-taking platform.

In respect of the period in which the actual **c-Live** APEX voice call-control capability, for the month exceeded the allowable Services Availability uptime, up to a maximum credit of 25% of one month's subscription fee paid, according to the calculation as illustrated here:

Duration	Service Credits
0-6 Minutes	0%
6-40 minutes	2%
41-120 minutes	5%
121-240 minutes	10%
241-360 minutes	15%
361-480 minutes	20%
> 481 minutes	25%

Requesting Service Credits

To receive a Service Credit, the customer must notify Carbyne using the following options:

- Customer opens a ticket by emailing to support@carbyne.com, or submitting it using the customer portal; or
- In writing at 45 W 27th St. Floor 2, New York, NY 10001, US, Attn: Legal Department, with a copy to legal@carbyne.com, or such other address provided by Carbyne from time to time

The request should be submitted within fifteen (15) days following the end of the month in which the Downtime occurred.

Claims must include the words "SLA Credit Request" in the subject line; the dates and times of each Downtime incident that the customer is claiming occurred; and any documentation to corroborate the customer's claim of Downtime, ensuring removal or redaction of any confidential or sensitive information in these logs.

All claims are subject to review and verification by Carbyne before any Service Credits are granted. Carbyne will acknowledge requests for Service Credits within fifteen (15) business days of receipt and will inform the customer whether such claim request is approved or denied.

If Carbyne confirms that the Services Availability uptime has not been met in the applicable calendar month, for which the Customer already paid, the customer will be issued a Service Credit within one billing cycle following the month in which the customer's request is confirmed by Carbyne. The customer's failure to provide the request and other information as required above will disqualify the customer from receiving a Service Credit.

Service Credits will not entitle the customer to any refund or other payments from Carbyne and service credits are non-transferable.

The parties acknowledge and agree that Service Credits are intended as genuine pre estimates of loss that may be suffered as a result of any failure to achieve Services Availability uptime and will not be deemed to be penalties. To the extent legally permitted, the issuance of a Service Credit by Carbyne hereunder is the Customer's sole and exclusive remedy for any failure by Carbyne to satisfy the Services Availability uptime.

Additional Definitions

"Downtime" concerning any single time in which the **c-Live** APEX voice call-control capability, located on the cloud (see "SaaS" in the "Definitions" section) is not accessible or available to the customer for reasons other than those resulting directly or indirectly from any SLA exclusion mentioned in sections 2.4 and 2.5.

For the avoidance of doubt, slow performance does not constitute a lack of accessibility or availability and shall not count as Downtime, unless there is a total loss of the **c-Live** APEX voice call-control capability across all **c-Live** APEX positions to perform all of the call-control actions, to

constitute a total loss of service, in each case in Carbyne's reasonable discretion. The concurrent loss of service across all **c-Live** APEX positions is defined as a Downtime event.

At the end of each month, Carbyne adds "Downtime" periods together to calculate the overall monthly "Downtime" (in the case that it was detected).

Service Credits will be provided only to a customer who has purchased, paid for **c-Live** APEX services, signed a valid agreement with Carbyne, and followed the above process to request service credits. Under no circumstance shall any references to a platform that the customer has not purchased, subscribed to, or signed an Agreement with Carbyne for being construed to entitle the customer to use such Application.

Chapter 3

Support Work Procedure

3.1 Communication

- a. Communications with Carbyne support shall be via email (support@carbyne.com), online form (<https://carbyne.zendesk.com/hc/en-us>), or by phone -
 - US Support (24/7)** - +1 (888) 246-5608
 - LATAM Support (24/7)** - +52 (55) 8526 5076
 - IL Support (24/7)** - +972 (53) 982 1236
 All such methods and contact details will be published on Carbyne's official website.
- b. The official language for all communications related to Maintenance & Support shall be English unless stated otherwise and for specific customers.

3.2 Ticket Escalation Matrix (by Level)

Level	Name	Position	Contact Email	Contact Phone
Level 1	Julio Campos	NOC Manager	julioc@carbyne.com	+1 (571) 699-9432
Level 2	Alex Mor	Director of Customer Service	alexm@carbyne.com	+972 (54) 6488 646
Level 3	Ohad Moses	Director of Professional Services	ohad@carbyne.com	+972 (50) 6914 551
Level 4	Eyal Oron	VP of Global Operations	eyal@carbyne.com	+1 (201) 888 1955
Level 5	Noam Fraenkel	VP of Research & Development	noam@carbyne.com	+972 (54) 4497 073
Level 6	Alex Dizengof	Founder & CTO	alex@carbyne.com	+ 1 (201) 744 1192

3.3 Ticket Classification (Severity Levels)

The severity of a ticket will be determined by the impact of the issue for which the ticket is opened. Ticket classification levels are described in the table below.

Problem Severity	Description
Critical	A system-wide service degradation resulting in system downtime
	Malfunction or inaccessibility of critically defined feature core capabilities (Defined within the executed contract)
	For c-Live APEX , when requiring ingress 911 calls traffic re-route
Major	Data transmission delays but without any loss of information
	An incident with significant performance degradation of one or more Carbyne core capabilities, that causes a major impact on business operations for a significant number of end-users
	User interface problems causing significant difficulty in performing basic operations
	For c-Live APEX , when 50% or more of available workstations are unusable (no voice) and/or location feature degradation for all Call Handling positions.
Minor	User interface problems causing inconvenience
	Problems in non-critical components that do not affect system users
	Significant delay in video initialization and/or latency issues
	For c-Live APEX , when a third-party interface is inaccessible (depending on contractual SLA, some applications may require Major and/or Critical definition)
Other	May reflect any problem that does not fit into one of the above categories

3.4 Ticket Handling

- a. A support ticket will be opened when the customer contacts Carbyne support via one of the approved communication channels – email, ticket submission form on <https://carbyne.zendesk.com/hc/en-us>, or via phone.
- b. Contacting support will result in creating a ticket in Zendesk, which will be delivered to the customer via the Zendesk portal.
- c. The progress of the issue will be recorded and documented in the Zendesk ticketing system, where it can be tracked by the customer.
- d. The customer is requested to provide a detailed problem description (including a detailed step-by-step flow and any other relevant information that might be useful to the issue investigation).

- e. Upon receiving a service request, Carbyne's support organization shall confirm that the service request includes customer data and technical information necessary for a timely and efficient response by email. This confirmation will include a ticket number for reference.
- f. Carbyne's support shall identify the Error as a Minor, Major, or Critical Severity based on Carbyne's initial evaluation. Carbyne and the customer shall cooperate in good faith to jointly determine whether the Error is suiting the case in hand; provided, however, in the event that Carbyne and the customer cannot come to such joint determination despite such good faith cooperation, Carbyne's determination shall control.
- g. All service requests will be handled according to the SLA. During the handling of the tickets, Carbyne's support organization will continuously update the customer regarding progress via email or phone.
- h. Ticket Resolution. A problem is considered resolved when:
 - i. The software conforms substantially to its specifications as detailed in the Product Description; or
 - ii. The customer has been advised on how to correct or bypass the Error; or
 - iii. The customer has been informed that the correction to the Error will be available through a future software upgrade or software patch.
- i. If the resolution of a ticket requires a fix to the Carbyne product code (i.e. "Bug Fix"), Carbyne will provide a fix in the upcoming minor or major release.
 - i. Note that in some cases, when the upcoming release is already in the "Code Freeze" stages, the relevant release might be the one after it.
- j. In some cases, Carbyne may agree to issue an ad-hoc fix (i.e. "HotFix") in parallel to include this fix in the upcoming release. These cases will be discussed on a per-case basis between Carbyne support personnel and the customer's point of contact.
- k. Requests for enhancements (i.e. customer requests to change and/or augment the product to support a new feature) will be recorded and taken into consideration for the product roadmap. There is no obligation of Carbyne on whether to or when to add them to the product offering.

Chapter 4

Support Program & SLA for Support

4.1 Support Level Time Definition

Includes support for customer call handling and issue troubleshooting as follows:

- a. Coverage hours: Email, Carbyne's support portal, and phone support shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.

Ticket response times in accordance with the following table:

Severity	Anticipated Response Times			Resolution Time
	Acknowledgement	Response Time	Progress Report	
Critical	Immediate email receipt notification Phone answer within 5 minutes	Phone < 5 mins Portal < 30 mins	1 Hour	3 hours or a temporary fix Permanent fix in the next maintenance window
Major		4 hours	12 hours	4 Business days
Minor	Carbyne's support portal	Next business day	96 hours	10 Business days
Other		Next business day	N/A	Next release

*Excluding "Force Majeure" (as defined below)**

- b. Carbyne shall staff the hotline with technical consultants who are trained in and familiar with the solution and with the customer's applicable configuration.
- c. Remote support when a remote connection is available.
- d. Onsite support – applicable under specific circumstances only and only as agreed upon in writing. May be priced separately.

- e. **c-Live APEX on-site response times related to Carbyne Hardware** in accordance with the following table:

Severity	Anticipated Response Times			Resolution Time
	Acknowledgement	On-Site arrival	Progress Report	
Critical	Immediate email receipt notification	2 hours	30 minutes	3 hours or a temporary fix Permanent fix in the next maintenance window
Major	Phone answer within 5 minutes	4 hours	60 minutes	6 hours or a temporary fix Permanent fix in the next maintenance window
Minor	Carbyne's support portal	Next business day	Next business day (or as required)	Next business day

*Excluding "Force Majeure"**

* Note: "Force Majeure" refers to any downtime minutes that are the result of events or conditions beyond Carbyne's reasonable control. Such events might include but are not limited to any acts of a common enemy, the elements, earthquakes, floods, fires, epidemics, and the inability to secure products or services from other persons or entities.

4.2 Ticket Resolution

An issue is considered resolved when:

- The Service conforms materially to its specifications as detailed in the Documentation; or
- Carbyne have advised the customer on how to correct or bypass the issue; or
- Carbyne have informed the customer that the correction to the issue will be available through a future upgrade.

For any question, please contact legal@carbyne.com

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