**CARBYNE**

# Support Terms & Service Level Agreement (Support Terms)

**v2.15**

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**US-EN**

# Notice

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## Definitions

| Term | Definition |
|------|-----------|
| **Hot Fixes** | A software patch, software version, file, or script that Carbyne provides to remedy any fault which is out of Carbyne's regular software version release cycle. |
| **Integrated Product Scheduled System Unavailability** | Any scheduled and pre-announced unavailability period of an Integrated Third-Party Component. |
| **Integrated Product Unscheduled System Unavailability** | Any unscheduled System Unavailability of an Integrated Third-Party Component. |
| **Integrated Third-Party Components** | Any component that is provided by a third party and is embedded in the Platform and/or Software. An example of such a component is Google Maps which is viewed in APEX. |
| **Integration with External Interfaces** | Any software or hardware that is not owned or provided by Carbyne and which you require Carbyne to write code and\or connect physically to use with the Platform and/or Software. |
| **Key Performance Indicator (KPI)** | Any measured indicator of performance of the Platform which is tracked and reported (e.g. System Unavailability, availability) as described in these Support Terms. |
| **NOC** | Network Operations Center |
| **Platform** | The hosted platform, software as a service and/or other hosted product or service which Carbyne or its affiliate(s) make available to you pursuant to the applicable agreement between you and Carbyne. The Platform excludes Software. |
| **Professional Services** | Professional services, such as installation and integration services, Tier-3 Support Services and complex support escalations from Tier-2 Support Services (such tiers as described in these Support Terms). A description of the Professional Services will be set forth in a Statement of Work. |
| **Services** | The services provided or required to be provided by or through Carbyne, such as Support Services and Professional Services. |
| **Software** | The software in object code we provide to you for download which enables you and your Authorized Users to access the Platform. Software includes any upgrades we provide in accordance with these Support Terms. Software excludes the Platform. |
| **Statement of Work or SOW** | A detailed plan of work that describes professional services (such as installation and integration services) to be agreed upon in writing by the parties. |
| **Support Services** | The maintenance and support services provided in connection with your use of Platform and/or Software, as applicable, in accordance with these Support Terms. |

# Chapter 1
## Support Terms Overview

These Support Terms outline the maintenance and technical support for Carbyne's products and services. As used in these Support Terms, "Carbyne", "us", "we" or "our" refers to Carbyne Ltd., Carbyne, Inc. or Carbyne911 Mexico S. de RL de CV, as applicable, and "Customer", "you" and "your" refers to the customer who purchased or subscribes to Carbyne's products and services.

These Support Terms  remain valid until superseded by revised or updated Support Terms provided or made available to the Customer by Carbyne.

The Carbyne Customer Support department operates a 24/7/365 global services and support center staffed by Carbyne's product and IT experts who provide remote management of Carbyne products and services.

Under these Support Terms, Carbyne also addresses proactive support to maintain the operation of the Platform. Tasks may include the systematic inspection, test, measurements, adjustment, detection, and correction of suspected issues in the Platform and/or Software either before they occur or before they develop into major defects.

The primary goal of this preventive maintenance is to avoid or mitigate the consequences of potential failures in the Platform, including the Software and its core capabilities. Preventive maintenance is designed to preserve and restore reliability of the Platform and Software by identifying potential issues in advance.

# Chapter 2
## Support Services

We offer Support Services during the period for which you have purchased Support Services from Carbyne as specified in the applicable valid purchase order or valid contract between you and Carbyne ("Maintenance & Support Period").

## 2.1     Reporting Technical Issues to Carbyne

### 2.1.1   Our Support Service Responsibilities

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

- Cloud services and infrastructure
- Carbyne platform
- Third-Party platform services integrated with the Platform

Our NOC will dispatch and alert our support teams worldwide in an automated "follow the sun" mode, to help expedite response time and recovery from the relevant region with around the clock alerting and escalating procedures to meet our Support Services obligations.

You may submit a Support Services ticket by contacting us as described in Chapter 3 below. The NOC will assign an initial tier of Support Services (the tiers are described below) based on the information you provide and will keep you informed of the repair status regularly until the ticket is closed.

### 2.1.2   Your Responsibilities

- All technical support requests should be directed to the Technical Support Center as described below.
- When submitting a service request, include the following information:
  - Name of your organization and location
  - Contact name and email address (including an alternate contact)
  - Detailed information regarding the technical issue
- The individual requesting support should be knowledgeable and properly trained on the operation of the Platform, including the Software, if applicable.
- Provide us with any additional information as requested regarding the technical issue as in order to assist us in resolving it.
- Provide timely feedback to our Support Services team regarding case status and resolution.

- Provide remote access (if required and in compliance with your security policies) to enable us to detect Platform availability and performance stats.
- Notify our Support Services team or Customer Success Management of any activity that impacts the Platform (such as software installation, hardware upgrades, network upgrades, firewall changes, ISP changes or deactivation).
- The Platform must be updated to the latest version or n-1, as required in section 2.7 in these Support Terms. Versions older than n-1 may be not supported.

## 2.2      Escalation

The initial triage to provide Support Services will be operated by the NOC team (Tier-1 Support Services). The engineer on shift will provide troubleshooting in an effort to solve the issue, answer questions and restore the Platform or Software (as applicable) to its functional state.

The NOC engineer will gather as much information as possible from you to understand whether an immediate escalation is needed to avoid any delay with Platform service restoration.

The NOC engineer will investigate the issue or will collaborate with the next support tier (Tier-2 Support Services) to resolve the issue. Additional escalations may be required to provide a resolution or a workaround according to the described escalation flow, as described on the next page:

# Internal Escalation Flow:
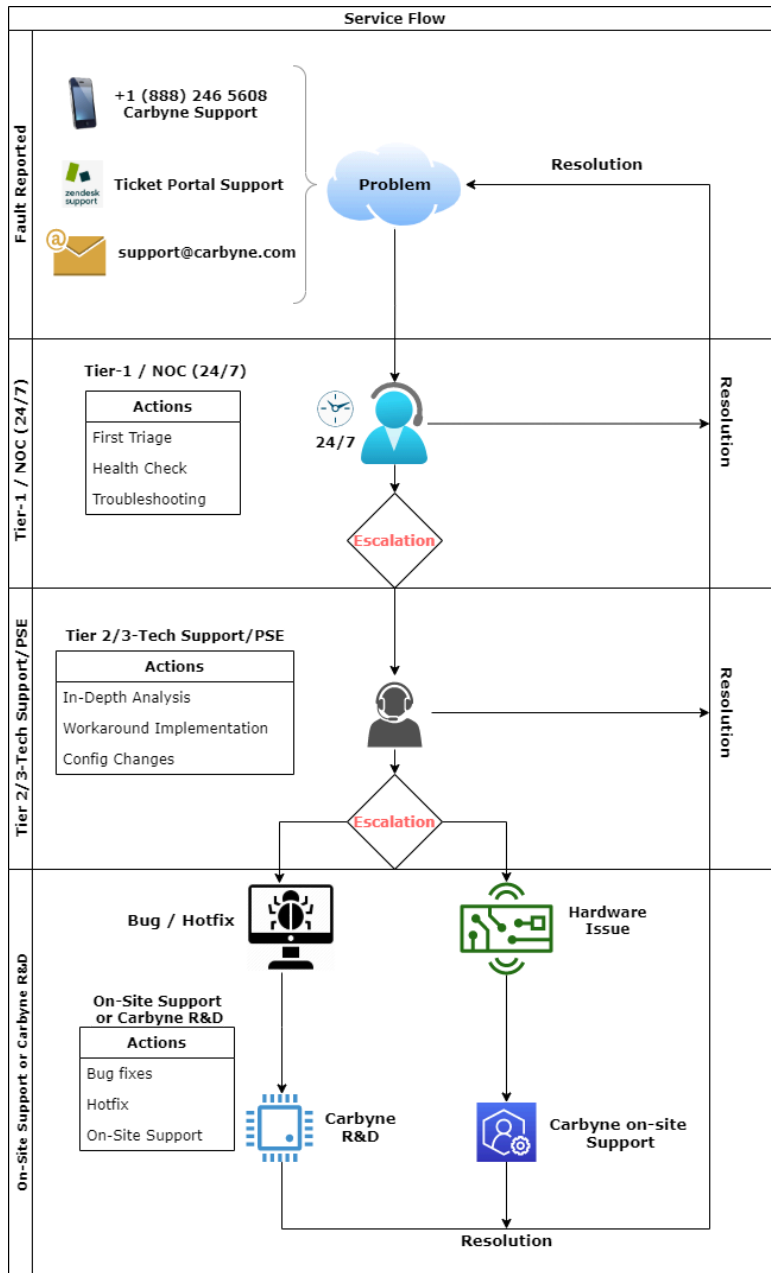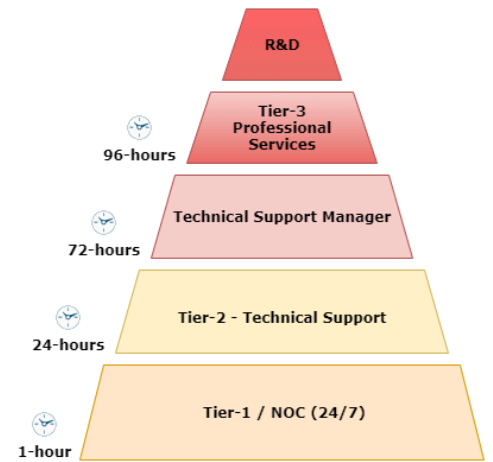
## 2.3        Software Upgrades

We make Platform upgrades available at no additional cost, typically four (4) times a year (each a "Quarterly Release"), during the Maintenance & Support Period. These upgrades generally include newly released versions and "Hot Fixes" but may exclude new features that are made available 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.

## 2.4        Supported Products and Versions

Support Services will be provided for the then-current version of the Platform and/or Software (and applicable features) and one version back. We will support earlier versions on a best reasonable effort basis and for critical faults only.

Support Services shall not cover, and will not be provided to address, errors caused by amendments, alterations or modifications to the Platform and/or Software, which you, or a third party, have made without Carbyne's written consent, or errors caused by using the Platform and/or Software in a manner that violates Carbyne Terms and Conditions (or the applicable agreement between you and Carbyne) or instructions provided by Carbyne.

Carbyne does not offer assistance with, or pair with, any third-party integrator which is not provided by Carbyne. This includes any third-party hardware or software installations, uninstallations, modifications, or any other types of configurations, which may impact the Platform and/or Software.

Carbyne does not advise, recommend, prefer or consult on any third-party provider or integrator which is not related to the Platform and/or Software.

Carbyne is not responsible for the correction of issues resulting from a third-party software, equipment or any other third-party vendor which is not related to the Platform and/or Software.

# Chapter 3
## Support Work Procedure

## 3.1     Communication

**a.**   You may communicate with our Support Services team by email ([support@carbyne.com](mailto:support@carbyne.com)), a secure customer internet portal, 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 communications related to Support Services will be in English unless otherwise agreed upon for specific customers.

**b.**   Our Support Services team will respond according to the ticket severity as defined in section 4.1.a below.

## 3.2     Ticket Escalation Matrix (by Level)

**a.**   Support Services tickets for Critical issues (as defined in Section 3.3 below) which require a prompt response may be escalated based on the table below. You acknowledge that we may substitute the named individual as part of this escalation process as we deem appropriate.

| 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 | +1 (201) 486-9349 |
| 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)

We will determine the severity of a Support Services ticket based on the impact of the issue. Ticket classification levels are described in the table below.

| Problem Severity | Description |
|---|---|
| Critical [P1] | A system-wide service degradation resulting in System Unavailability |
| | Malfunction or inaccessibility of critically defined product or feature core capabilities (as described in the ADDENDUM) |
| | For **APEX,** when requiring ingress 911 calls traffic re-route |
| Major [P2] | Data transmission delays but without any loss of information |
| | An incident with significant performance degradation of one or more Platform 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 **APEX,** when 50% or more of available workstations are unusable (no voice) and/or location feature degradation for all Call Handling positions. |
| Minor [P3] | Non-critical user interface issues |
| | Problems in non-critical components that do not affect system users |
| | Significant delay in video initialization and/or latency issues |
| | For **APEX,** when a third-party interface is inaccessible |
| Other [P4] | 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 as described above.

**b.** Upon receipt of a Support Services ticket through the secure customer internet portal, we will deliver a ticket to you via the secure customer internet portal.

**c.** The progress of the issue will be recorded and documented in the secure customer internet portal ticketing system, where you can also track the progress.

**d.** You agree to provide the necessary details as required under Section 2.1.2 above.

**e.** We will identify the reported Error as a Minor, Major, or Critical Severity based on our initial evaluation. If you disagree with our classification, we will work together with you to jointly determine the Error classification. If after such good faith efforts the parties do not come to a joint determination, our determination of the Error classification will apply.

**f.** We will respond to Support Service requests in accordance with anticipated response times as described in Chapter 4 below. During the handling of Support Service tickets, we will regularly update you on the resolution progress via email or phone.

**g.** Ticket Resolution. A reported issue is considered resolved when:

    i. The applicable Platform and/or Software conforms substantially to its specifications as detailed in the product Documentation; or

    ii. We have advised you on how to correct or bypass the Error; or

    iii. The correction to the Error will be available through a future Software upgrade or Software patch; or

    iv. You have confirmed to us that the issue has been resolved or is no longer occurring.

**h.** If the resolution of a Support Service ticket requires a fix to the Platform and/or Software code (i.we "), we 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.

**i.** In some cases, we may 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.

**j.** Requests for enhancements to the Platform and/or Software (i.e. requests to change and/or augment the Platform to support a new feature) will be documented and taken into consideration for the product roadmap. We have no obligation to add requested enhancements to the Platform, Software or any product offering.

# Chapter 4
## Support Level for Support Services

### 4.1     Support Level Time Definition

We provide the following target response time to Support Service tickets:

a.  Submission 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.

Target ticket response times in accordance with the following table:

| Severity | Target Response Times | | | Resolution Time |
|---|---|---|---|---|
| | Acknowledgement Procedure | Response Time | Progress Report | |
| Critical [P1] | By phone | By Phone < 5 mins By Email < 30 mins By Portal < 30 mins | < 1 hour | < 3 hours for a temporary fix Permanent fix in the next maintenance window |
| Major [P2] | By email receipt notification | | < 12 hours | < 72 hours for a temporary fix Permanent fix in the next maintenance window |
| Minor [P3] | By providing ticket ID | | < 96 hours | < 10 Business days |
| Other [P4] | | | N/A | Next version release |

*Target response times do not apply in the event of "Force Majeure" (as defined below)\**

b.  We provide remote support when a remote connection is available.

c.  We may provide on-site Support Services under specific circumstances only and only as agreed upon in writing. On-site Support Services may be subject to additional fees.

**d. APEX target on-site response times related to Hardware which we have provided or resold to you with APEX** in accordance with the following table:

| Severity | Target Response Times | | | Resolution Time |
| --- | --- | --- | --- | --- |
| | Acknowledgement Procedure | On-Site arrival | Progress Report | |
| Critical [P1] | By phone<br><br>By email receipt notification<br><br>By providing ticket ID | < 2 hours | < 30 mins | < 3 hours for a temporary fix<br>Permanent fix in the next maintenance window |
| Major [P2] | | < 4 hours | < 60 mins | < 6 hours for a temporary fix<br>Permanent fix in the next maintenance window |
| Minor [P3] | | Next business day | Next business day (or as required) | Next business day |

*Target response times do not apply in the event of "Force Majeure" ***

e. In the event the issue relates to third party hardware (i.e. hardware which we have resold to you), we will contact the applicable hardware manufacturer or vendor within the specified resolution time.

f. We are not responsible for any hardware that was not installed at your site by us, and is part of our infrastructure (such as equipment, racks, ladder, enclosures, cable trays, etc.) which was bonded to the grounding system by you.

g. In the event that hardware is affected by poor grounding, and it is necessary to replace the hardware at a cost, it will be your responsibility to pay for the replacement.

h. **VoIP services included with APEX are provided by Twilio** or **Bandwidth**. We will contact the applicable provider, Twilio or Bandwidth**,** for Support Services tickets which relate to voice services included with APEX in accordance with the following table:

| Severity | Target Response Times | | Target Resolution Time |
| --- | --- | --- | --- |
| | Acknowledgement Procedure | Progress Report | |
| Critical [P1] | By phone<br><br>By email receipt notification<br><br>By providing ticket ID | < 60 mins | < 3 hours for a temporary fix<br>Permanent fix in the next maintenance window |
| Major [P2] | | < 120 mins | < 6 hours for a temporary fix<br>Permanent fix in the next maintenance window |
| Minor [P3] | | Next business day (or as required) | Next business day |

*Target response times do not apply in the event of "Force Majeure" ***

* ***"Force Majeure"*** *refers to any System Unavailability or issues 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.*

# Chapter 5

# IP Connectivity Services (for APEX)

We offer IP Connectivity Services to assist you in establishing IP Connectivity between your call center and our cloud-native APEX platforms. The scope of our IP Connectivity Services is a Managed Dedicated IP Connectivity.

## 5.1    Managed Dedicated IP Connectivity

Managed Dedicated IP Connectivity is provided by one of our third party IP Access Managed Service Providers ("IP Access MSP") on our behalf using managed equipment.  We use IP Access MSPs to enable the movement of data more efficiently, securely and quickly to and from our cloud infrastructure. IP Access MSPs may also use local points-of-presence (POPs) built on the IP Access MSP's high-speed core backbone that they own, provision, and maintain. To achieve greater fault tolerance, we require a High Availability (HA) architecture. Fault tolerant capabilities will be built into the Managed Dedicated IP Connectivity Services, so if a single on-premises device or cable fails, or a physical or logical connection fails, you will not completely lose service, however you may experience a reduced level of service.

You may choose from the following types of telecommunications circuit connectivity:

- **Ethernet Private Line over two circuits ("EPL")** - EPL provides a dedicated and direct point-to-point connection between two locations. This connection is private, which means it is not shared with other customers nor does it route over the public internet. EPL access circuits allocate bandwidth to the specified customer, and are typically used to provide the Customer with direct access to the IP Access MSP core backbone network.
- **Direct Internet Access over two circuits ("DIA")** - DIA is a connection, delivered via ethernet or private-line circuits, that is not directly shared or used with others. While DIA provides dedicated bandwidth to the specified customer, the bandwidth traverses into core carrier networks that may be shared with others.

Our (or the IP Access MSP on our behalf) connectivity responsibilities:

- Management of the connectivity
- Operation, maintenance and troubleshooting of the connectivity

## 5.2    Connectivity Service Levels

The following sets forth the service level (uptime) for the specified connectivity service:

| Initials | Connectivity Name | SLA (Uptime) |
|---|---|---|
| EPL (Over Two Connections) | Ethernet Private Line | 99.999% |
| DIA (Over Two Connections) | Dedicated Internet Access | 99.999% |

*The **Product and Feature Service Level Agreement (SLA)** table listed in the **ADDENDUM** to these Support Terms is calculated based on the **SLA (uptime)** percentage of the **Connectivity Service Level** table above.*

*Carbyne will provide a 99.999% SLA only for the connectivity options included in the APEX solution (such as last mile connectivity, MultiProtocol Label Switching (MPLS), AWS DirectConnect (DX), and Managed Equipment). Any other connectivity services not specified or which are customer-provided are beyond our control. We do not offer any service level guarantee for Managed Shared IP Connectivity or connectivity services which you obtain elsewhere.*

# Chapter 6
## On-Site Support Services

The On-Site Support Services are not included in Essentials Support Services. On-site Support Services are available for additional fees, including travel costs and fees for time and labor. On-Site Support is also available if you have purchased Premium Support Services.

### 6.1    On-Site Support Services Description

The purpose of on-site Support Services is to provide assistance with issues that require smart-hands troubleshooting and restoration at your site and which cannot be resolved remotely.

On-Site Support Services may be provided by third-party vendors.

On-Site Support Services includes quarterly preventive and routine maintenance reviews (four per year) of your system which is connected to the Platform and/or Software. We may also provide installation of Software updates, if applicable.

### 6.2    Our On-Site Support Services Responsibilities

- If the reported problem cannot be resolved remotely, we may recommend dispatching a technician to your site
- We will collaborate with your personnel to analyze applicable components (such as those provided by Carbyne or third party components which are connected to the Platform) to help resolve the issue

### 6.3    Your Responsibilities

- Perform responsibilities as detailed in the Report 2.1.b section
- Provide remote connectivity access (if required)
- Team with our on-site technical support personnel to perform all reasonable or necessary actions towards resolving the issue

We do not provide any technical assistance or Support Service with respect to any third party components that are not part of the Platform and/or Software. Such third party components may include any cable, hardware, or software operation activities, or any other network changes.

# Chapter 7
# Monitoring Services

The Monitoring Services are not part of Essentials Support Services, and are available if you have purchased Premium Support Services.

## 7.1    Monitoring Services Description

Monitoring Services are offered to provide you with remote visibility of the Platform, through a managed dashboard hosted by a third party (currently operated by Datadog).

By using the Monitoring Services, you will receive up to date information regarding the  Platform health, such as Platform usage insights.

If you purchase this service, we will make a dashboard available to you and your authorized personnel.

## 7.2    Our Monitoring Services Responsibilities

- We will work with you to design the Monitoring Services dashboard.
- We will provide training to your authorized personnel who will access and use the Monitoring Services dashboard.
- If an issue on the Platform is detected, the Carbyne NOC representative will use reasonable efforts to address the issue.
- We will work with you to help optimize and improve the monitoring dashboard if there are changes to any integrations with the Platform.

## 7.3    Your Responsibilities

- Assign the champion to work with us to design, build and maintain the Monitoring Services dashboard.
- Update Carbyne's NOC with any changes to the authorized personnel contact information.
- Validate network connectivity to the relevant IPs, listed under the System Requirement document.
- Inform Carbyne's NOC prior to any scheduled changes to your systems which may inadvertently trigger the Monitoring Services dashboard.

# Chapter 8

# Remote Operating System Maintenance and Update Services (for APEX customers)

The Remote Operating System Maintenance and Update Services are not included with Essentials Support Services, and are available for additional fees.

## 8.1    Service Description

The purpose of Remote Operating System Maintenance and Update Services is to verify the APEX Platform is running on up-to-date operating systems which we have tested for compatibility with APEX. This service is currently available only for APEX.

## 8.2    Our Remote Operating System Maintenance and Update Service Support Responsibilities

- We will download and install Operating System updates for workstations or computers which we have provided to you (i.e. workstations or computers we have provided to you through an authorized reseller) and which have APEX installed. We are not responsible for any other workstations or computers.
- We will test and validate compatibility of applicable Operating System updates in test environments, prior deploying to your production environment.

## 8.3    Your Responsibilities

- Whitelist port 80 for HTTP and port 443 for HTTPS to obtain updates.
- Whitelist the following domains to obtain updates:
    - http://*.microsoft.com
    - https://*.microsoft.com
    - http://*.windowsupdate.com
    - https://*.windowsupdate.com
- Restart your work stations or take other action as required by Microsoft for updates to take effect.

# Chapter 9
## Premium Offerings

### Support Level Subscription Plans

We offer two levels of Support Services as follows. Essential Technical Support is included in your subscription to the Platform. Premium Technical Support is available for an additional fee.

| Support Service | Essentials | Premium |
|---|---|---|
| Communications via email, global support line, and customer support portal | Included | Included |
| SLA-based response and resolution | Included | Included |
| On-demand ticket reports | Included | Included |
| 24×7×365 NOC | Included | Included |
| Third-party ticket management | Included | Included |
| Ticket summary meetings and reports | Not included | Monthly |
| Direct contact with Tier-2 support with escalation to Tier 3-4 | Not included | Via a designated remote engineer |
| Preventive maintenance and troubleshooting | Not included | Up to 4 times per year |
| External Dashboards and usage monitoring | Not included | Tailored to Customer's needs |
| Advanced Performance Tuning | Not included | Detailed performance analysis to help optimize system efficiency and resource utilization |
| Root Cause Analysis Report | Root cause stated in the ticket | Incident report with root cause analysis, actions taken, and preventive measures (within 5 business days) |
| Disaster Recovery Planning and Testing | Not included | Collaborate on disaster recovery planning, conduct regular testing, and refine procedures to minimize downtime and data loss |
| Purchased Hardware Support | Standard maintenance as agreed in the contract | Proactive hardware maintenance designed to keep hardware in peak condition |

# ADDENDUM

## Product and Feature Service Level Agreement (SLA)

We currently use Amazon Web Services (AWS) to host the Platform. Our back-end applications are clustered and deployed globally, designed to provide redundancy with disaster recovery capabilities and minimal service restoration time ("Carbyne's System").

During any calendar month, uptime for core capabilities of the applicable Product shall be operational no less than:

| Product | Feature | Uptime* | System Unavailability |
|---|---|---|---|
| **APEX** | Inbound 911 Call Flow (911 Voice Call, Text2911, TTY, RTT, 911 Location) | 99.999% | 26s |
| | Carbyne Location, AML, Chat, Imagery | 99.99% | 4m 22s |
| | Audio Recordings, Live Video | 99.95% | 21m 54s |
| **Universe** | Carbyne Location, Chat | 99.99% | 4m 22s |
| | Live Video | 99.95% | 21m 54s |
| **Bridge Desk** | Presenting Units, Map Layers, Weather Capabilities | 99.9% | 43m 49s |
| **Customer Control Center, APEX Analytics** | Customer Control Center Features Call Control Live Data Call Control Analytics | 99.5% | 3h 37m 21s |
| **Smart API** | Emergency Communications as a Service (ECaaS) Carbyne Connect IoT Capability | 99.9% | 43m 49s |

*\* The uptime specified above excludes Planned Maintenance (as defined below) of the Platform. We are not responsible for System Unavailability caused by your IT infrastructure (such as internet services, electricity, modems, servers, workstations, hardware and operating systems), applications, by Third-Party integrations (such as your use of the Platform with your applications, software and equipment) over which we have no control or by Integrated Third-Party Components. Such System Unavailability will not count against the service levels specified in this SLA and the Support Terms.*

# 1.    System Availability and Scheduled System Unavailability

"Planned Maintenance" refers to our scheduled System Unavailability period.

**a.**  We may require Planned Maintenance 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.**  We will use reasonable efforts to notify you of any Planned Maintenance no less than 2 business days before the System Unavailability period as follows:

   i.   By email to your contacts  registered in Carbyne's support portal

   ii.  Published in Carbyne's support portal under the relevant message board

**c.**  We will not exceed more than sixty (60) minutes of Planned Maintenance for any of the core functionalities of the applicable Platform in any consecutive 30-day period.

   i.   Planned Maintenance for non-core functionality - Monday-Thursday during business hours

   ii.  Planned Maintenance for core functionalities (excluding 911/10 digit emergency call flow) - Monday and Thursday between 01:00-04:00 am EST (no longer than 60 minutes, or upon predefined notification agreed with the customer)

**d.**  We will not exceed more than twenty six (26) consecutive seconds at a time of service degradation for the 911/10 digit emergency call flow.

**e.**  We shall use commercially reasonable efforts to provide prompt notification (by email or phone) as soon as we become aware of any actual or potential unscheduled System Unavailability of the applicable Platform (or a functionality of the Platform) as well as provide regular updates during the unscheduled System Unavailability regarding progress in restoring the service and the estimated timeframe when the Platform (or the affected functionality) will be available.

**f.** "System Unavailability" is defined as the percentage of seconds per month during which the feature or core functionality of the Platform, as applicable, is completely unavailable for your use. System Unavailability does not include any unavailability attributable to: (a) any Planned Maintenance; (b) your acts or omissions; (c) to connectivity issues resulting from third-party-managed integrations which access the Platform servers or from your internal network problems; (d) defects or bugs in the Platform 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 our reasonable control, including but not limited to those caused by Third-Party Data services over which we have no control (e.g. customer's internet service provider), Third-Party Components or a Force Majeure event. You are 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.    System Availability with Third-Party Integrations

**a.**   The Integrated Third-Party Component which is integrated with the Platform to provide additional external data to the Platform through an Application Program Interface (API) will be operational no less than 99.9% (43 minutes and 28 seconds System Unavailability in a calendar month) for a calendar month, excluding any scheduled maintenance of such Integrated Third-Party Component, whether scheduled by Carbyne or by the Third-Party Provider. This specified uptime applies only to the Integrated Third-Party Component as integrated with the Platform and/or Software and not to the Integrated Third-Party Component itself. We will use commercially reasonable efforts to schedule any Planned Maintenance for such integrations on minimal traffic days. Carbyne shall use commercially reasonable efforts to not schedule more than sixty (60) minutes of any such Planned Maintenance in any consecutive 30-day period.

**b.**   We will use commercially reasonable efforts to provide you with notice as soon as we become aware of any actual or potential unavailability of a third party application, software or service which is integrated with the Platform which is outside of  Planned Maintenance, as well as provide regular updates during the Integrated Product Unscheduled System Unavailability regarding the progress in restoring the service and the estimated timeframe when the integrated product will be available.

**c.**   You will provide us with prompt notice, and in no case fewer than thirty (30) days advance notice, of any planned upgrade, whether by you or by any other third-party provider, of software or applications integrated with the Platform that we have no control of, such as power outages, ISP connections, IP or LAN connections or PBX maintenance, upgrades or updates of IT related hardware or software. Any downtime as a result of such upgrades or updates does not count against the service levels specified in this SLA.

**d.**   In case of degradation of inbound or outbound non-emergency voice capability (provided by Twilio or Bandwidth) which results in failure to meet the SLA in Section 2(a) above, we will reach out to the applicable service provider (Twilio or Bandwidth) to submit a Critical Severity request. If possible, we may failover the voice services from one provider to the other while resolving such initial degradation of services.

# 3.    Service Credits

**Calculation**

If we do not meet the applicable uptime set forth above, you may be eligible for credits which may be applied toward your subscription fees (the "Service Credits"), as follows:

Service Credits are calculated as a percentage of the monthly subscription fee for the applicable product or feature based on the System Unavailability as described below. You may receive up to a maximum Service Credit of the percentage of one month's subscription fee paid for such product or feature.

| System Availability | Product or Features | Service Credit Percentage |
|---|---|---|
| Less than 99.95% but equal to or greater than 99.9% | APEX Platform, Call Control | 2% |
| Less than 99.9% but equal to or greater than 99.85% | Universe Platform, Bridge Desk, Carbyne Connect, ECaaS | 2% |
| | APEX Platform, Call Control | 4% |
| Less than 99.85% but equal to or greater than 99.8% | Universe Platform, Bridge Desk, Carbyne Connect, ECaaS | 4% |
| | APEX Platform, Call Control | 6% |
| Less than 99.8% but equal to or greater than 99.75% | Universe Platform, Bridge Desk, Carbyne Connect, ECaaS | 6% |
| | APEX Platform, Call Control | 8% |
| Less than 99.75% but equal to or greater than 99.5% | Universe Platform, Bridge Desk, Carbyne Connect, ECaaS | 8% |
| | APEX Platform, Call Control | 10% |
| Less than 99.5% but equal to or greater than 99.0% | Universe Platform, Bridge Desk, Carbyne Connect, ECaaS | 12% |
| | APEX Platform, Call Control | 15% |
| Less than 99.0% | Universe Platform, Bridge Desk, Carbyne Connect, ECaaS | 20% |
| | APEX Platform, Call Control | 25% |
| Equal or less than 75.0% | APEX Platform. Call Control | 100% |

**Requesting Service Credits**

To receive a Service Credit, you must notify us using one of the following options:

- Open a ticket by emailing to [support@carbyne.com](mailto:support@carbyne.com), or submit a ticket 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](mailto: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 System Unavailability occurred.

Claims must include the words "SLA Credit Request" in the subject line; the dates and times of each System Unavailability incident; and any documentation to corroborate your claim of System Unavailability. You are required to remove or redact any confidential or sensitive or personal information in these logs.

All claims are subject to our review and verification before any Service Credits are granted. We will acknowledge requests for Service Credits within fifteen (15) business days of receipt and will use reasonable efforts to inform you of whether such a claim request is approved or denied within thirty days from receipt of the request.

If we confirm that the applicable uptime has not been met in the applicable calendar month, for which the Customer already paid, we will issue a Service Credit within one billing cycle from such confirmation. If you do not meet the submission requirements above, you will not be eligible to request a Service Credit for the applicable System Unavailability.

Service Credits will not entitle you to any refund or other payments from us and Service Credits are non-transferable. Service Credits will be provided only to a customer who has purchased and paid for the applicable Platform and has entered into a valid agreement with us governing such Platform, and followed the above process to request Service Credits.

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 the applicable uptime specified above and are not deemed as penalties. To the extent legally permitted, our issuance of a Service Credit is your sole and exclusive remedy for our failure to meet the applicable uptime level specified above.