

Service Level Agreement

If not expressly defined in this Service Level Agreement (“**SLA**”), capitalized terms used herein shall have the meaning ascribed thereto in the agreement to which this SLA is attached (“**Agreement**”).

1. SUPPORT SERVICES

Youtiligent Smart Solutions (2014) Ltd. (“**Youtiligent**”) support team will be available to answer questions and otherwise assist in troubleshooting problems with the Platform. Youtiligent provides the customers with the following support services, at no additional charge:

- 1.1. Assisting with all queries raised relating to the operation and maintenance of the Platform.
- 1.2. Diagnosing, isolating, and resolving incidents in accordance with the relevant service levels.
- 1.3. Uptime availability commitment, as specified below.

2. SUPPORT CHANNELS

- 2.1. All Youtiligent support channels are available 24 hours per day, 7 days a week, 365 days a year.
- 2.2. **Telephone Support** – Youtiligent provides telephone support in English. The support team can be reached at all relevant employees' phone numbers assigned to the customers provided from time to time.
- 2.3. **Training materials** - training materials are available on Youtiligent's website.
- 2.4. **Email support** - Youtiligent support team can be also contacted through the contact form available at Youtiligent's website or via support email: [support@youtiligent.com].
- 2.5. **Support within the system** - A support icon allows the users to open a ticket, join a webinar, or look for answers in the knowledge base.

3. INCIDENT RESPONSE TIME - SERVICE LEVELS PRIORITY DESCRIPTIONS

- 3.1. Incidents should be reported by the customer to Youtiligent, through any of the support channels listed above. Incident means any incorrect functioning of the Platform which results in the failure of the Platform to operate in full compliance with the standards set out in the Agreement. Youtiligent shall define the severity classification of the incident reported and shall respond and resolve incidents according to the response and resolution time set forth in the table below:

Severity	Description	Response Time
Critical	Any of the following: (a) The use of the Platform is stopped or severely impacted; (b) Customer experience a complete or severe loss of	Immediate and up to 2 hours

	service; or (c) Service Unavailability.	
High	Major functionality is impacted, or the service performance is significantly degraded, the incident is persistent and affects many users or major functionality. No reasonable workaround is available.	Immediate and up to 4 hours
Medium	System performance issue or a material bug affecting some users or some functionality. Reasonable workaround is available.	Immediate and up to 24 hours
Low	Bug or other technical issues affecting some of the users. Reasonable workaround available.	Immediate and up to 72 hours

3.2. Response Time means the period between the time when the incident was reported in full and the time when an acknowledgment mail or phone call was made by any of Youtiligent’s personnel.

3.3. For Critical incidents – Youtiligent personnel shall work on resolution 24/7 until the issue is resolved, and Youtiligent shall send the customer a status report and/or publish updates on its website, through the service, via a phone call, or any other method designated for such purpose, every 120 minutes.

3.4. Youtiligent must be able to reproduce the reported incident in order to resolve them. Customer shall cooperate and work closely with Youtiligent’s team to reproduce the incident, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to Customer’s approval on a case-by-case basis, users may be asked to approve to Youtiligent team’s access to their user accounts, computers, and/or network, for troubleshooting purposes.

4. SERVICE UPTIME – AVAILABILITY SERVICE LEVEL

Youtiligent will provide the Support Services in a manner that meets or exceeds the service levels described herein.

4.1. The Service shall be available no less than 99.9% of the time twenty-four (24) hours per day, seven (7) days per week, including holidays measured on a monthly basis (the “**Availability Commitment**”).

4.2. “**Service Unavailability**” is defined as the number of minutes in a given month in which the Service was not available to the customer, excluding the exclusions set forth in Section 5.3 herein, as measured by Youtiligent’s monitoring service available at www.youtiligent.com, as may be updated from time to time.

4.3. Exclusions to Service Unavailability:

- 4.3.1. Force Majeure, where the service was unavailable due to an incident which was not within the control of Youtiligent including unavailability caused by acts of God, acts of government, insurrection, war, riot, explosion, nuclear incident, fire, flood, earthquake, pandemic disease, unavailability of telecommunications and internet service due to general unavailability of telecommunication or internet service provider's systems or other catastrophic event beyond the reasonable control of Youtiligent.
- 4.3.2. The service was unavailable due to planned maintenance, provided that Youtiligent provides the customer at least three (3) days' advance notice (via email) that the service shall be unavailable due to maintenance and/or upgrading.
- 4.3.3. The service was unavailable due to (a) a general failure of a sub-processor, including, without limitation, any hosting provider or CDN; (b) customer's Platform, network or hardware or third party, network Platform or hardware, or both; (b) abuses or other behaviors that violate the Agreement; or (c) Distributed Denial of Service (DDoS) attacks and/or other unlawful activity.

5. SERVICE LEVEL CREDITS

- 5.1. As a remedy for Service Unavailability as described above, Youtiligent shall credit customer account with the applicable percentage as set forth in following table of the invoiced amount for the next cycle billing ("**Credit**"):

Services Uptime	Percentage Credit
<i>99.9% or greater</i>	0%
<i>98% to < 99.9%</i>	2.5%
<i>95% to < 97.9%</i>	5%
<i>90% to < 94.9%</i>	10%
<i>< 90%</i>	20%

- 5.2. The Credit shall be calculated by multiplying the applicable credit percentage as shown in the table above (the "**Credit Percentage**") by the fees payable by customer to Youtiligent, in the monthly time frame, in which the Credit is processed.
- 5.3. Youtiligent will apply a Credit only against customer's payments otherwise due from customer under the Agreement. A Credit will not entitle customer to any cash refund by Youtiligent.
- 5.4. To receive a Credit, customer shall submit a Credit request to Youtiligent within ninety (90) days following the monthly time frame, in which the Service Unavailability occurred. Customer's failure to provide the request and other information that is essential to determine the scope of the Service Unavailability, set forth above within ninety (90) days of the incident will disqualify customer from receiving a Credit.
- 5.5. The aggregated maximum number of Credits to be issued by Youtiligent to customer in a single monthly time frame will not exceed 100% of the

amount due by customer to Youtiligent, under the Agreement, for the applicable month, and the excess amount will be forwarded to next months until credited in full or until no further payments are due (in such case any excess shall be relinquished).

5.6. Notwithstanding anything elsewhere to the contrary, the award of Credits, as indicated herein and Youtiligent's actions in accordance to Section 4 above, shall be customer's sole and exclusive remedies available for Customer for: (1) any failure by Youtiligent to meet its obligations under this SLA; and (2) any incident or error of the Service.

6. REPORTING AND MEETING OBLIGATIONS

Youtiligent will report to the customer upon customer request, on its performance of the support services (including both incident response/resolution and services availability) measured against the Service Levels.

7. CHANGES TO THIS SLA

Youtiligent may modify this service level agreement, provided the level of service will not materially decrease during the customer subscription term.