

SERVICE LEVEL AGREEMENT FOR SMARTX HUB CLOUD SERVICES

1. Service Level Agreement

This Service Level Agreement for Smartx HUB Cloud Services sets forth the System Availability Service Level Agreement ("**SLA**") for the productive version of the applicable Smartx HUB Cloud Services to which customer has subscribed ("**Smartx HUB Cloud Services**") in an Order Form with SMARTX.

This Service Level Agreement for Smartx HUB Cloud Services shall not apply to any Smartx Cloud Service for which a System Availability SLA is explicitly set forth in the applicable Supplemental Terms and Conditions for such Smartx HUB Cloud Service or for which the applicability of the System Availability SLA is explicitly excluded in the Agreement.

2. Definitions

"**Downtime**" means the Total Minutes in the Month during which the productive version of the applicable SMARTX Cloud Service is not available, except for Excluded Downtimes.

"**Month**" means a calendar month.

"**Monthly Subscription Fees**" means the monthly (or 1/12 of the annual fee) subscription fees paid for the Cloud Service which did not meet the System Availability SLA.

"**Total Minutes in the Month**" are measured 24 hours at 7 days a week during a Month.

"**UTC**" means Coordinated Universal Time standard.

3. System Availability SLA and Credits

3.1 Claim process, Reports

Customer may claim a credit in the amount described in the table of Section 3.2 below in case of SMARTX's failure to meet the System Availability SLA, which credit Customer may apply to a future invoice relating to the SMARTX Cloud Service that did not meet the System Availability SLA.

Claims under this Service Level Agreement for Smartx HUB Cloud Services must be made in good faith and by submitting a support case within thirty (30) business days after the end of the relevant Month in which SMARTX did not meet the System Availability SLA.

SMARTX can provide to customers a monthly report describing the System Availability percentage for the applicable SMARTX Cloud Service either (i) by email following a customer's request to its assigned SMARTX account manager, (ii) through the SMARTX Cloud Service or (iii) through an online portal made available to customers, if and when such online portal becomes available.

3.2 System Availability

$$\text{System Availability Percentage} = \left(\frac{\text{Total Minutes in the Month} - \text{Downtime}}{\text{Total Minutes in the Month}} \right) * 100$$

System Availability SLA	99.5% System Availability percentage during each Month for productive versions
Credit	2% of Monthly Subscription Fees for each 1% below System Availability SLA, not to exceed 100% of Monthly Subscription Fees
Excluded Downtime	Total Minutes in the Month attributable to: (i) a Scheduled Downtime for which a Regular Maintenance Window is described in Section 4 below, or (ii) any other Scheduled Downtime described in Section 4 for which the customer has been notified at least five (5) business days prior to such Scheduled Downtime or (iii) unavailability caused by factors outside of SMARTX's reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
Scheduled Downtime	Scheduled Downtime for the applicable Smartx HUB Cloud Services to which customer has subscribed is set forth in Section 4 below entitled "Maintenance Windows for Smartx HUB Cloud Services".

4. Maintenance Windows for Smartx HUB Cloud Services

SMARTX can use the following maintenance windows for Scheduled Downtimes as listed below. Time zones refer to the location of the primary data center where the SMARTX Cloud Service is hosted. SMARTX will provide Customer reasonable notice without undue delay of any major upgrades or emergency maintenance to the Smartx HUB Cloud Services.

4.1 Weekly Maintenance Windows for Smartx HUB Cloud Services – Standard Windows

SMARTX weekly standard maintenance windows are scheduled as listed below for the Cloud Services in this section:

Start Time in UTC per region

MENA: FRI 19 h UTC
APJ: SAT 15 h UTC
Europa: SAT 22 h UTC
Americas: SUN 12 h UTC

The above-mentioned maintenance windows define the maximum scheduled downtime from which certain cloud services consume only partially.

Standard Maintenance Windows for Smartx HUB Cloud Services	
Smartx HUB	Up to 2 hours

5. Major Upgrade Windows for Smartx HUB Cloud Services

For more extensive changes to the Smartx HUB Cloud Services such as changing product versions, SMARTX uses the following Major Upgrade Windows for Smartx HUB Cloud Services

<u>Major Upgrade Windows for Smartx HUB Cloud Services</u>	
Smartx HUB	<p>Up to 5 times per year: (requires 5 days advance notice):</p> <p>Europe: FRI 9 pm – SUN 2 pm UTC Americas: SAT 5 am – SUN 9 pm UTC</p>