

## SERVICE LEVEL AGREEMENT

These Support Terms apply to all Trickest, Inc and all its subsidiaries (“Trickest”) proprietary software products (“Trickest Platform”) for which Trickest has received payment of the corresponding annual fees as agreed in. All capitalized terms not otherwise defined here will have the meaning specified in the Agreement.

**Support Service Levels.** Trickest support services covers two main categories :**(i) Incident Support and Service Availability Level** and **(ii) Technical Support and Education (“Service Request”)**.

**Incident** means failure of the Trickest Platform components to function in accordance with the documentation, excluding issues due to misconfiguration performed by Customer or other third-party applications;

**Service Requests** means any inquiries or requests for information or advice from the customer. This may include educational content such as product how-to’s, software activation and licensing guidance

### 1. Incident Support and Service Availability Level

**Support Description.** Incident Support is structured and provided as follows:

| First Line Support   | Escalated Support  |
|--|--|
| <p>Customer will provide first line support ("First Line Support") to its own personnel which means:</p> <ul style="list-style-type: none"> <li>● Investigate the solution built with Trickest Platform components and make sure the Incident is not caused by the solution itself. Trickest is not offering any support at the level of the solution built by the Customer, unless otherwise agreed;</li> <li>● Investigate the agent logs to detect connectivity and security issues, if they exist.</li> <li>● Check connection errors</li> <li>● Investigate any recent IT changes that may have an influence on the Trickest Platform like permission changes for the users that have access to the Trickest Platform, service password changes, provisioning or un-provisioning databases, etc.</li> </ul> | <p>During the License Term, Trickest will provide escalated support ("Escalated Support") which means:</p> <ul style="list-style-type: none"> <li>● Responses to, diagnosis and rectification of Incidents (“Customer Incident Support”);</li> <li>● Provision of applicable Improvements, including development work and quality assurance.</li> <li>● Incidents may be notified to Trickest by using only the Trickest Ticketing System. Diagnosis and rectification of Incidents will be provided via online tools (audio, remote connections), email or the Trickest Ticketing System;</li> <li>● Trickest will provide maintenance by way of provision of additional information, e-newsletters, documentation and notices, including remote support when needed, to enable Customer to better use the Trickest Platform components, features and tools.</li> </ul> |

**Support Cooperation.** Customer acknowledges that the time required for resolution of Incidents may vary depending on the specific circumstances of each problem, including, without limitation, the nature of the Incident, the extent and accuracy of information available about the Incident, and the level of Customer’s cooperation and responsiveness in providing materials, information, access and support reasonably required by Trickest to achieve problem resolution. Customer is responsible for ensuring that its personnel who are assigned to interact and liaise with Trickest have sufficient language and technical skills and will respond to and cooperate with Trickest in a timely manner in connection to requests for Incident rectification and Support and maintenance services. Customer agrees to install or implement Improvements as directed to by Trickest when the Improvements will correct the specific Incident at issue. Official and only supported language for submitting tickets, communicating, and providing support is English. Tickets submitted in other languages will not be accepted.

**Support Exclusions.** Unless otherwise mutually agreed in writing, Trickest has no obligation to provide the Escalated Support to Customer in the event that: (i) the Trickest Platform components have been changed, modified or damaged by the Customer or anyone other than Trickest without Trickest consent or knowledge or in breach of the licensing terms of the Trickest Platform; (ii) the Incident is caused by Customer’s gross negligence, willful misconduct, use of the Trickest Platform components in breach of the licensing terms, or hardware malfunction; (iii) the Incident is due to a third-party software of the Customer; (iv) or Incident is



caused by integrated third-party tooling misuse, or malfunction of original source code of a integrated third-party tool, and non related to the integration on the Trickest platform implemented by Trickest. Trickest in its sole discretion may provide a Resolution or a Workaround but not necessarily a Fix to a specific Incident and is the only one responsible and entitled to decide future developments of the Trickest Platform. "Fix" means a permanent solution to an Incident. "Resolution" means the final response from Trickest on a reported Incident. "Workaround" means a temporary fix in respect of a reported Incident, which is deployed to restore use of the Trickest Platform components. Trickest may provide a Workaround as possible, until a Fix is implemented.

**Additional.** Support does not cover the support of any third-party software of the Customer which integrates with the Trickest Platform. In addition, the Support does not include the following: (i) use of any version of Trickest Platform components that is not designated as a production release (such as a beta release or code contained in the sandbox or any other repository that is not packaged into a production release distribution); (ii) Customer's failure to comply with operating instructions contained in the documentation and such failure results in an Incident; (iii) installation, configuration, management and operation of Customer applications, tools and scripts; (iv) APIs, interfaces or data formats other than those included with the Trickest Platform; (v) or any training.

The following Support Service Levels are defined and apply:

| Priority Level    | Definition   | Response Time                  | Resolution Target  |
|-------------------|--|--------------------------------|--|
| <b>1 - Urgent</b> | A Priority 1 issue is a major production error within the Trickest Platform that severely impacts the Customer's use of the Trickest Platform for production purposes, such as the loss of production data or where production systems are not functioning, and no workaround exists.  | 2 hours during Business Hours* | Company will continue to work on the problem until it's resolved, not limited to business hours  |
| <b>2 - High</b>   | A Priority 2 issue is an error within the Trickest Platform where the Customer's system is functioning for production purposes but in a reduced capacity, such as a problem that is causing significant impact to portions of the Customer's business operations and productivity, or where the Trickest Platform is exposed to potential loss or interruption of service. | 4 hours during Business Hours* | Company will continue to work on the problem during the normal business hours to provide a correction/workaround   |
| <b>3 - Normal</b> | A Priority 3 issue is a medium-to-low impact error that involves partial or non-critical loss of functionality for production purposes, but allows the Customer's operations to continue to function.  | Next Business Day*             | Company will provide an initial response during normal business hours and will consider a workaround, if appropriate, and if such problem has not been resolved will resolve it in subsequent Update or Upgrade. |
| <b>4 - Low</b>    | A Priority 4 issue is a low impact error that involves partial and/or non-critical loss of functionality for production, testing, training or development purposes.  | Next 2 Business Days*          | Company will provide initial response regarding the request information or documentation during normal business hours and will consider adding enhancements in subsequent Update or Upgrade.                     |

Under the response times, Trickest will provide the first response to Incidents or Service Requests which will include re-evaluation or confirmation of Priority Level.



All times in the above table are expressed in working minutes/hours/days. The service level response times and resolution targets elapse only during the supported hours and tickets remain on hold outside of these hours with no time accumulating against the SLA clock.

\* Trickest will provide support during working days, Monday to Friday except Serbian Bank holidays, between 9:00 and 17:00 CET (“Business Hours”). Trickest undertakes to make reasonable efforts to respond to the Customers inquiries as soon as possible.

**Trickest Ticketing System.** Support is provided via the Trickest Ticketing System, provided during onboarding. Trickest shall use commercially reasonable efforts to meet the applicable targeted response times set forth above. As a precondition for requesting Support Services from Trickest, Customer agrees to (and agrees to cause each of its developers and users) use reasonable efforts to: (i) solve the problem and to utilize sufficient resources to clearly understand that a problem exists before consulting Trickest; (ii) provide Trickest with sufficient information and technical data in order for Trickest to establish that a potential problem is not the kind of problem that is an exclusion from the Support services; (iii) make reasonable attempts and expend reasonable resources to provide any data reasonably requested by Trickest to adequately address the potential problem; (iv) utilize sufficient resources to understand the instructions from Trickest in addressing the problem, and make reasonable attempts to correct the problem as suggested by Trickest. In addition, Customer agrees and acknowledges that the extent of access and the accuracy of information and technical data provided may affect Trickest’s ability to provide the Support services. All Support requests must designate an issue priority as assessed by the Customer, based on impact and urgency. Once the Support request is filed, Trickest will evaluate and confirm the Priority Level. Trickest has the final authority to decide on Priority Level.

**Service availability level.** Trickest agrees that Trickest Platform shall be available to the Customer at least 99% of the time each calendar year, measured on a 365 x 24 basis (24 hours per day, 365 days a year).

In the event that the availability of the Trickest Platform falls below the committed Service Level of 99% uptime annually, Trickest agrees to the following remediation measures:

1. For every started hour that the Trickest Platform's availability is below the 99% uptime threshold, Trickest shall provide the Customer with a credit equivalent to four (4) hours of additional platform access at execution power of +5 parallelism. This credit will be available for use in the first month of the following year.
2. If the contract is in its final year, Trickest reserve the right to extend the Customer's access to the Trickest Platform for the number of unused credit hours multiplied by two (2), along with an increase of +5 parallelism.

**Notifications to Customer.** Trickest shall provide proactive notifications to the Customer regarding scheduled system maintenance downtime and system upgrades and enhancements. Trickest will provide to the Customer at least five (5) calendar day’s prior written notice of any scheduled outages; such notices shall include the date of the outage and the start and stop times of the outage. Scheduled maintenance downtime shall, communicated to the Customer at least five days earlier, will not be included in the calculation of Service availability level explained above.

## 2. Technical Support and Education (“Service Request”)

### **Trickest Platform Support Terms & Conditions.**

In consideration of mutual promises contained in the Master Software and Service Agreement and this Service Level Agreement, Customer agrees to avail of and Trickest agrees to furnish, at no additional consideration, support services of Customer’s use of the Trickest Platform provided by Trickest to the Customer.

In addition to above mentioned Trickest Ticketing System, Trickest will provide additional support channels, listed below. Trickest encourage Customer to engage in communication through preferred channel in order to establish effective communication. However, it is explicitly understood and agreed that the guarantees pertaining to response times and resolution targets will only be applicable to tickets submitted through the official Trickest Ticketing System. The additional channels are provided solely for facilitating communication and do not bind Trickest to the specified response times and resolution targets from the table Priority levels in Incident Support and Service Availability Level category section. However, time spent for Support on these channels will still be deducted from the allocated hours in the Customer support plan, or charged at the agreed rate.



Other channels may include, but are not limited to: (i) dedicated slack channel; (ii) email channel

Preferred additional channels shall be determined through mutual communication between Trickest and the Customer, with the aim of selecting the most suitable channels to facilitate effective communication.

The time interval of 30 minutes is a minimum that can be deducted from available support hours for each instance of technical support provided.

The status of spent support hours will be regularly updated and provided to the Customer.