

Nipendo General Terms and Conditions (Buy-Side)

These General Terms and Conditions (the "GTC") apply between the Buy-Side client ("**Client**") noted on a signed Nipendo Order Form and **Nipendo Inc.**, a US Corporation registered in Delaware with offices at One Beacon Street, 15th Floor, Boston, MA 02108, USA ("**Company**"). Each of Client and the Company is individually a "**Party**", and together the "**Parties**".

WHEREAS, Client wishes to receive certain services from Company, and Company wishes to provide such services to Client, all pursuant to the following terms and conditions;

NOW, THEREFORE, the Parties do hereby agree as follows:

1. Definitions:

- 1.1. "**Acceptance Date**" means the earlier of: (i) Successful Completion of the Acceptance Testing; or (ii) any use of the System by Client or anyone on its behalf, other than use required in order to perform the Acceptance Testing.
- 1.2. "**Acceptance Testing**" as defined in Section 3.1.
- 1.3. "**Client Suppliers**" means the suppliers nominated by Client to make use of the System.
- 1.4. "**Improvements**" means any upgrades, additions, adjustments, or adaptations to the Order Form, the Solution Package Description or the System, or the provision of services in addition to the Services.
- 1.5. "**Personal Information**" means data that can identify an individual or that is associated with the identity of an individual.
- 1.6. "**Services**" as defined in Section 2.1.
- 1.7. "**System**" or "**Platform**" means the Nipendo RPA Platform.
- 1.8. "**Successfully Complete/d**" and "**Successful Completion**" shall mean with relation to the Acceptance Testing, the operation of the System in accordance with the Specifications.
- 1.9. "**Term**" as defined in Section 13.1.
- 1.10. "**Order Form**" means written or electronic order form, to which this Agreement is attached or incorporated, and which is executed by the Parties.

2. Provision of Services

- 2.1. During the Term, Company shall provide Client with the following (the: "**Services**");
 - 2.1.1. Company will implement and connect Client to the System as further detailed in the Solution Package Descriptions referred to in the Order Form and will give Client a right to access and use the Platform pursuant to Section 5 below and the right to determine the list of Client suppliers that will be authorized to use and access the Platform;
 - 2.1.2. The Company will operate the System on an ongoing basis to the extent necessary for the use by Client and Client suppliers at any time in accordance with the provisions of this Agreement;
 - 2.1.3. Maintenance and support as further detailed in the Service Level Agreement attached hereto as **Annex A**.

3. Acceptance Tests

3.1. The Parties shall carry out acceptance tests of the System to ascertain whether System operates in accordance with the Specifications (“**Acceptance Testing**”). In the event that the System does not Successfully Complete the Acceptance Testing, Client shall notify Company in writing, within the period set forth in the Schedule, and shall include a list of faults and inconsistencies discovered during the Acceptance Testing (the: “**Failure Notice**”). Upon receipt of a Failure Notice, Company shall be given reasonable opportunity, in line with the period set forth in the Schedule, to carry out, at its own expense and responsibility, necessary repairs to the System and shall then repeat the Acceptance Testing (the “**Complementary Testing**”). The provision of this Section 3.1 shall apply to the Complementary Testing *mutatis mutandis*. If Client fails to notify Company in writing, within the period set forth in the Schedule, that the Acceptance Testing has not been Successfully Completed, then Acceptance Testing shall be deemed to have been Successfully Completed. Notwithstanding the above, Successful Completion may occur if Synchronization has not been completed in minor aspects, which do not prevent the safe and commercial use of the System, provided that each such minor defect will be listed on a "punch list" to be rectified by Company within an agreed period of time specified for the rectification thereof.

4. **Improvements**

- 4.1. Any request for Improvements by Client (a “**Request**”), shall be submitted to Company in writing.
- 4.2. Following receipt of the Request, Company shall either submit to Client a written proposal and quotation for the execution of the Request or notify Client that Company will not perform such Request.
- 4.3. Prior to execution, the Parties shall sign an offer, and the provisions of the Agreement shall apply to such signed offer *mutatis mutandis*.
- 4.4. Without derogating from the above, Company may offer Client Improvements at Company's initiative. In such event, Company shall submit to Client a written proposal and quotation for the execution of the Proposal and the provisions of Section 4.3 above shall apply *mutatis mutandis*.
- 4.5. Client, by itself and/or by third party, shall not carry out any modifications, alterations, adjustment or any other work to System or any component of System (“**Changes**”) without Company's prior written consent.

5. **Subscription**

- 5.1. Subject to the terms and conditions of this Agreement during the Term, Company hereby grants Client a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access (i.e. on a SaaS basis) and use the System, solely for Client's internal purposes. Client may only use the System, subject to the use limitations indicated specified in this Agreement and applicable laws and regulations.
- 5.2. The System may be accessed solely by Client's employees who are explicitly authorized by Client to access and use the System (each, a “**User**”). Client shall immediately report any unauthorized access or use of the System to Company. To access the System, Client and/or its Users may be required to set up an administrative account with Company (“**Account**”). Client warrants and represents that all information submitted during the registration process is, and will thereafter remain, complete and accurate. Client shall be responsible and liable for all activities of its Users and all activities that occur under or in its Account. Client will require that all Users keep their user ID and password information strictly confidential.

5.3. Except as specifically permitted herein, without the prior written consent of Company, Client must not, and shall not allow any User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of, make available or distribute, publicly perform, or display any part of the System (including by incorporation into its products), or use the System to develop any service or product that is the same as (or substantially similar to) it; (ii) sell, license, lease, assign, transfer, pledge, rent, sublicense, or share Client's rights under this Agreement with any third party (including but not limited to offering the System as part of a time-sharing, outsourcing or service bureau environment); (iii) disclose the results of any testing or benchmarking of the System to any third party; (iv) disassemble, decompile, decrypt, reverse engineer, extract, or otherwise attempt to discover the System's source code or non-literal aspects; (v) remove or alter any trademarks or other proprietary right notices displayed on or in the System; (vi) circumvent, disable or otherwise interfere with security-related features of the System or features that enforce use limitations; (vii) export, make available or use the System in any manner prohibited by applicable laws; and/or (viii) store or transmit any malicious code (i.e., software viruses, Trojan horses, worms, robots, malware, spyware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the System.

6. Access to Suppliers

- 6.1. Promptly after the Acceptance Date, Client shall provide Company with a list of the Client Suppliers (the "Suppliers List"). The Suppliers List shall include the name and contact details of each Client Supplier together with the name of the representative of such Client Supplier. Client hereby grants Company the right to approach each Client Supplier on the Suppliers List for the purpose of connecting such Client Supplier to the System.
- 6.2. From time to time, Client may notify Company about any changes made to the Suppliers List. The cost of adding Suppliers shall be as delineated in the Order Form.
- 6.3. Company may block and/or disconnect any Client Supplier for any reason whatsoever.
- 6.4. Company shall notify Client if any Client Supplier refuses to sign the Connection Agreement or was blocked by Company.

7. Client Equipment & Maintenance Requirements

- 7.1. Client shall supply Company with data, materials, equipment, and/or access reasonably required by Company for the performance of the Services.
- 7.2. The maintenance requirements associated with the operation of the System are set forth in the relevant Solution Package Descriptions.

8. Representations & Warranties

- 8.1. Each Party represents and warrants to the other Party that it is entitled to enter into this Agreement and to assume all the obligations pursuant hereto, and that the execution and delivery of this Agreement and the fulfillment of the terms hereof (i) will not constitute a default under or conflict with any agreement or other instrument to which it is a party or by which it is bound; (ii) will not result in a breach of any confidentiality undertaking to any third party, (iii) do not require the consent of any person or entity, and (iv) that there are no

contracts, impediments, hindrances or restrictive covenants preventing the full performance of its duties and obligations under this Agreement.

- 8.2. Company does not guarantee that Services and/or the System will be performed error-free or uninterrupted. Client acknowledges that Company does not control the transfer of data over communications facilities, including the Internet, and that Services and/or the System may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Company is not responsible for any delays, delivery failures, or other damage resulting from such problems. Additionally, Company is entitled to rely on the data provided by Client and will not be held liable for any damage resulting from the use by Company or by any entity on its behalf of incorrect data.
- 8.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7 THE COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING REGARDING HARDWARE, SYSTEMS, NETWORKS, OR RESPECTING THE FUNCTIONAL CHARACTERISTICS OR PERFORMANCE OF THE SERVICES, OR THE PROFITABILITY OR OTHER BENEFITS TO BE OBTAINED BY CLIENT FROM THE SERVICES TO BE PERFORMED UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR FROM A COURSE OF DEALING OR USAGE IN TRADE, REGARDLESS OF ANY COURSE OF DEALING, PROMOTIONAL LITERATURE OR OTHER ACTIONS WHICH MAY GIVE AN IMPRESSION OF CREATING A REPRESENTATION OR WARRANTY.

9. Compensation

- 9.1. As full and complete consideration for the Services and the use of the System during the Term, Company shall be entitled to the consideration set forth in the Order Form. The Consideration shall be paid in accordance with the terms set forth in the Order Form against presentation of a tax invoice issued by Company to Client.
- 9.2. Company assumes no obligation for the payment of local or foreign taxes, other duties and excise taxes, now or hereafter applied to the sale, transportation, import, export, licensing or use of the Platform, including sales tax, value added tax, withholding tax or similar tax (including interest and penalties thereon), paid or payable at any time thereon. If under any applicable laws Client is required to deduct or withhold any tax on payment, then the amount of the payment will be increased to offset such tax, such that the amount remitted to Company, net of all taxes, equals the amount invoiced or otherwise due. Client shall deliver to Company all original tax receipts or certified copies or other documentation with respect to the payment of such taxes.
- 9.3. No Set Off - All amounts payable hereunder shall be due and payable as specified herein and shall not be subject to any set-off deduction.
- 9.4. All amounts, Fees and prices payable to Company are excluding of VAT or similar taxes (to the extent applicable), and Client shall add VAT at the applicable rate to any payment made to Company.

10. Confidentiality

- 10.1. Any nonpublic information disclosed by either Party shall be subject to the provisions of the confidentiality and non-disclosure agreement executed between the Parties (“NDA”) provided that the usage of the confidential information shall be for the performance of the

obligations under this Agreement and the NDA. Any breach or threatened breach of the NDA shall be considered a material breach of this Agreement.

- 10.2. The provisions of this Section 10 and the NDA shall survive the expiration or other termination of this Agreement.
- 10.3. Company shall be entitled to display Client's name on its website and to provide general details regarding the provision of Services and usage of the System to potential clients and investors of Company.

11. **Ownership.**

Title to and ownership of the Platform and Documentation, and any improved, updated, modified and/or additional parts thereof (regardless of whether such improvements, updates, upgrades, modifications and/or additional parts were made and/or developed pursuant to the request and/or specifications of Client, and irrespective of any support and/or assistance Company may, will or had received from any third party on its behalf, with respect thereto), and all copyright, patent, trade secret, trademark and other intellectual property rights embodied in the Platform, shall at all times remain the property of Company or Company's licensors. Nothing in this Agreement shall constitute a waiver of Company's intellectual property rights under any law or be in any way construed or interpreted as such. The use by Client of such rights is authorized only for the purposes herein set forth and upon termination of this Agreement for any reason, such authorization will cease. Any right not expressly granted to Client in this Agreement, is hereby reserved by Company.

If Company receives any feedback (which may consist of questions, comments, suggestions or the like) regarding any of the Services and/or System (collectively, "Feedback"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and Client hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Client may have in respect thereto.

Any anonymous information, which is derived from the use of the System (i.e., metadata, aggregated and/or analytics information) which is not personally identifiable information is Company's exclusive property.

12. **Limitation of Liability**

- 12.1. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THE AGREEMENT), DATA, OR DATA USE. COMPANY'S MAXIMUM LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SYSTEM, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO COMPANY FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.
- 12.2. Without derogating from the above, Company shall have no responsibility under any warranty or liability whatsoever arising out of or in connection with the following, nor shall Company be required or obligated to render any services related to or connected with the System in the event that: (i) Changes were made without Company's prior written consent in accordance with Section 4 (ii) the System or any part of it was used in contravention to Company instructions and guidelines and/or the terms of this Agreement, (iii) the System was installed or combined with any other hardware or software without Company's prior written consent;

or (iv) Client and/or anyone on its behalf acted negligently or with willful misconduct when using the System.

13. Force Majeure

- 13.1. If any performance (excluding payment obligations) under this Agreement by either party is prevented, hindered, or delayed by reason of an event of Force Majeure (defined below), the party so affected shall be excused from such performance to the extent that, and for so long as, performance is prevented, interrupted, or delayed thereby, provided that such party so affected shall promptly notify the other party of the occurrence of such event. When performance is resumed, all dates specified in this Agreement and/or in any purchase orders accepted pursuant to this Agreement shall be automatically adjusted to reflect the period of such prevention, interruption, or delay by reason of such event of Force Majeure. For purposes of this Agreement, an event of Force Majeure shall be defined as: (a) fire, flood, earthquake, explosion, pandemic or epidemic (or similar regional health crisis), or act of God; (b) strikes, lockouts, picketing, concerted labor action, work stoppages, other labor or industrial disturbances, or shortages of materials or equipment, not the fault of either party; (c) invasion, war (declared or undeclared), terrorism, riot, or civil commotion; (d) an act of governmental or quasi-governmental authorities; (e) failure of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, shortage of adequate power or transportation facilities; and/or (f) any matter beyond the reasonable control of the affected party. Notwithstanding the foregoing, Client shall not be entitled to use, or rely on, this Section (*Force Majeure*) in connection with any Client breach of the subscription and/or Company's intellectual property rights. For the avoidance of doubt, any problems relating to hosting of the System by a third party is beyond the reasonable control of Company

14. Term and Termination

- 14.1. This Agreement shall become effective as per the term stated in the Order Form ("**Term**"). Each Party shall be entitled to terminate this Agreement in accordance with the termination rights specified in this Section 13.1.
- 14.2. If a Party (A) breaches any of its material obligations under this Agreement, and such material breach is not corrected within thirty (30) days after the other Party receives written notice of such breach, or (B) becomes insolvent, makes an assignment for the benefit of creditors or a general arrangement with creditors, or adopts a resolution providing for its dissolution or liquidation, or there are instituted by or against it proceedings in bankruptcy or under insolvency law for reorganization, receivership or dissolution, which proceedings have not been cancelled within sixty (60) days from their institution, (each of (A) and (B) a "**Breach**") then the non-Breaching Party shall have the right to terminate this Agreement effective immediately.
- 14.3. In case of termination or expiration as aforesaid:
- 14.3.1. Company shall (i) cease the performance of the Services, and (ii) promptly return to Client any document or information owned by Client in accordance with this Agreement.
- 14.3.2. Client shall (i) pay Company any amounts already accrued and owing to Company under this Agreement up until the date of termination in accordance with Section 9, (ii) cease to access or use the System and/or any component of the System and instruct its suppliers to act as aforementioned (iii) promptly return to Company any

equipment, document or information owned by Company in accordance with this Agreement.

- 14.3.3. The access and use right granted to Client under this Agreement to use the System shall expire, and Client shall discontinue any further use thereof; and (ii) erase or otherwise destroy all copies of the System in its possession, which are fixed or resident in the memory or hard disks of its devices.

15. Data Privacy and Security

- 15.1. Our privacy policy is available *in our website: www.nipendo.com*

16. Support Services and Service Levels

- 16.1. **Support Services:** Except as otherwise provided in a statement of work, during the Term Company will provide to Client Second Level Support Services and Third Level Support Services. First, Second and Third Level Support Services are described as follows, the terms of which are incorporated herein by reference:

16.1.1. **First Level Support:** Questions relating to the Client-specific use of the Service or any inquiries from the Client user-base related to the Service should be managed by the Client. Client designated administrator users are responsible for determining and escalating inquiries to Second Level Support.

16.1.2. **Second Level Support:** Support provided to Client to address the Service not materially performing in accordance with the applicable documentation. Only Client's named administrators may raise support tickets.

16.1.3. **Third Level Support:** Support provided to Client to address technology-related questions, including all application functionality, administration, and user configuration questions regarding:

- The use of the Nipendo App Platform configuration tool
- Initial setup and configuration of the Nipendo provided cloud software
- Changing/Resetting user password and username
- Using reports

Only Client's named administrators may raise support tickets.

- 16.2. **Service Levels:** The Service, excluding any test, no cost and/or non-production environment(s), will be delivered in accordance with the Service Level Agreement attached hereto as Annex A, where applicable.

- 16.3. **Client Responsibilities:** Company's support obligations under this Section are subject to the following:

- (a) Client agrees to receive from Company communications via e-mail, telephone, and other formats;
- (b) Client's technical support contact shall cooperate with Company at all time during the provision of technical support and maintenance services; and
- (c) Client shall report to Company all problems with the Service and shall implement any corrective procedures provided by Company reasonably promptly after receipt.

- 16.4. **Exclusions:** Company's support obligation described above shall exclude errors resulting from:

- (a) any modifications of the Service that have not been approved by Company in writing;

- (b) Client's instructions, or installation or set up adjustments;
- (c) any fault in any equipment or programs used in conjunction with the Service, or other causes beyond the control of Company; and/or
- (d) Client's negligence or willful misconduct.

17. Miscellaneous

- 17.1. Captions and paragraph headings used in this Agreement are for convenience only and shall not be used in the construction or interpretation thereof.
- 17.2. During the term of this Agreement and for a period of one (1) year after any expiration or termination of this Agreement, neither Party shall solicit for employment or employ, directly or indirectly as through a contracting, subcontracting, or agency relationship, any employee of the other Party, unless granted written permission for the employment, or it has been more than one year since the employee was last employed by the other Party.
- 17.3. Company is an independent contractor. Neither Company nor any of its personnel shall be considered an employee of Client nor be entitled to any employee benefits as a result of performing the Services, whether by contract, by operation of applicable laws or otherwise. By executing this Agreement, Company acknowledges and agrees that neither it nor any of its personnel is entitled to receive from Client any social benefits (including without limitation, paid vacation days, paid sick leave, severance payments, pension funds, etc.).
- 17.4. Company may identify Client as a recipient of Services and the System and use Client's logo in sales presentations, marketing materials and press releases.
- 17.5. This Agreement, together with its appendices, constitutes the entire Agreement and understanding between the Parties on the subject matter hereof. There are no letters of intent or other understandings, contracts, conditions, reservations, or representations, whether oral or written, of a date prior to the Agreement that are not superseded by the Agreement.
- 17.6. This Agreement may not be modified except by a written instrument signed by a duly authorized representative of each Party hereto.
- 17.7. The failure of either Party at any time to enforce any of the provisions of this Agreement or any right under this Agreement, or to exercise any option provided, will in no way be construed to be a waiver of the provisions, rights, or options, or in any way to affect the validity of this Agreement. The failure of either Party to exercise any rights or options under the terms or conditions of this Agreement shall not preclude or prejudice the exercise of the same or any other right under this Agreement.
- 17.8. No waiver by either Party shall be effective unless in writing. Any waiver by either party of any default, delinquency or other breach by the other party shall not be deemed to be a waiver of any other or subsequent default, delinquency or breach.
- 17.9. This Agreement may be signed in counterparts and delivered via facsimile or pdf format and sent via email, each such counterpart (whether delivered via facsimile, email or otherwise), when executed, shall be deemed an original and all of which together constitute one and the same agreement. Facsimile or pdf signatures of the Parties shall be deemed to constitute original signatures and executed facsimile or pdf copies hereof shall be deemed to constitute duplicate originals.
- 17.10. In the event that any provision of the Agreement is invalid or becomes invalid under the applicable law, then this shall have no effect on the remaining provisions. Furthermore, the

Parties agree to replace any invalid provision with a new, valid provision having, as far as possible, the same intent as the provision replaced.

- 17.11. All obligations of the Parties that are of a continuing nature shall survive the termination or expiration of this Agreement, including without limitation the provisions of Sections 10 (Confidentiality), 12 (Limitation of Liability), 14 (Term and Termination) and 17 (Miscellaneous).
- 17.12. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by Company or Client without the prior written consent of the other Party; provided, however, that Company may hire subcontractors to provide some or all of the Services (which such subcontracting shall not relieve Company from any of its obligations or liabilities towards Client). Notwithstanding the foregoing, Client consents and agrees to any transfer or assignment by Company, in whole or in part, of this Agreement or any of Company rights or duties under this Agreement to any affiliate of Company.
- 17.13. All notices, requests, demands, instructions or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery: if manually delivered on the same business day; or, if mailed by registered or certified mail, postage prepaid, after 3 business days from the date of mailing; or if by fax or email which gives the sender proof of delivery, on the first business day after such transmission, to the respective Party's address as set forth herein or to such other postal address, email address, or fax number of which notice has been given in the manner above provided.
- 17.14. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, USA without reference to its choice of law rules. Any disagreement or dispute between the Parties arising under, in connection with or in relation to this Agreement shall be resolved exclusively in the competent court of the State of New York, USA, and each Party hereby submits irrevocably to the exclusive jurisdiction of such court.
- 17.15. Company may make third party products available for use in connection with the Services ("**Third Party Product(s)**"). Except for Company's obligation to deliver the data or functionality from the Third Party Products as such data or functionality is provided from the third party provider, Company provides each Third Party Product "as is" and Company does not warrant or guarantee the timeliness, sequence, accuracy, completeness or availability of any Third Party Product. Client is under no obligation to utilize any Third Party Product. Company may discontinue access to any Third Party Product by Client at its discretion any time with or without notice.

Annex A: SERVICE LEVELS

1. Definitions

- 1.1. **“Emergency Maintenance Window”** refers to those periods of time when NIPENDO may make the Service unavailable so that NIPENDO can repair problems of Severity Level “1.” Emergency Maintenance Windows will be performed when necessary but NIPENDO shall use reasonable efforts to perform such maintenance between 11:00 PM – 2:00 AM U.S. Pacific (Daylight Savings observed) and, in the event unable to do so, will provide advance notice to the extent reasonable and feasible under the circumstances.
- 1.2. **“Extended Maintenance Window”** refers to those periods of time when NIPENDO may make the Service unavailable in order to repair problems of any severity level, perform infrastructure updates (testing, reconfiguration, replacement, expansion), or deploy an Upgrade. Extended Maintenance Windows require a five (5) business day advance notice prior to the date of the Extended Maintenance Window. Extended Maintenance Windows will be limited to no more than twelve (12) occurrences per calendar year. Extended Maintenance Windows will occur between 11:00 PM Friday and 7:00 PM Sunday U.S. Pacific (Daylight Savings observed).
- 1.3. **“Key Performance Indicator”** or **“KPI”** means the percentage of time NIPENDO agrees to be in compliance with each measurement factor in accordance with the Service Level Matrix in Section II.
- 1.4. **“Maintenance Window”** refers to any or all Emergency Maintenance Windows, Extended Maintenance Windows and Weekly Maintenance Windows taken collectively.
- 1.5. **“Weekly Maintenance Window”** refers to those periods of time when NIPENDO makes the Service unavailable in order to repair problems of any severity level. Weekly Maintenance Windows will occur each week between 11:00 PM Friday and 2:00 AM Saturday U.S. Pacific (Daylight Savings observed).
- 1.6. **“Uncertified Web Browser”** means any web browser other than the latest and immediately preceding web browser version offered and mainstream supported by the following internet browser vendors: Apple Safari, Google Chrome, Microsoft Internet Explorer/Edge, and Mozilla Firefox.
- 1.7. **“Upgrade”** means updated versions of the NIPENDO Service deployed as a general release.
- 1.8. **“White List”** means a list of email addresses that a mail server is configured to accept without filtering or blocking.

2. Service Level Matrix

| Category | Component | Measurement Factor | KPI |
|-----------------------------|---------------------|---|-----|
| Service | Online Availability | The Service shall be available twenty-four hours a day, seven days a week, excluding Maintenance Windows. | 99% |
| Client Support (5am to 5pm) | Phone | Incoming calls to the NIPENDO help desk will be presented to the automated attendant and either routed to a NIPENDO help desk attendant or the NIPENDO help desk voicemail. | 95% |

| | | | |
|--|---------------------|---|------|
| Monday-Friday U.S. Pacific (Daylight Savings observed) | Voicemail | Voicemail to the NIPENDO help desk will be returned within 4 hours. | 95% |
| | Email (or web form) | Email to the NIPENDO help desk will be returned in less than two (2) hours. | 95% |
| Problem Resolution | Severity Level 1 | Cases with severity level “1” will be addressed with continuous efforts beginning within six (6) hours of the NIPENDO help desk logging the Client’s call. Upon resolution, a solution or workaround will be deployed during the next open Maintenance Window after NIPENDO quality assurance team has reasonably tested and approved the patch for public release. | 100% |

3. Severity Level Matrix

| Severity Level | Description |
|---------------------|--|
| 1 (Critical) | Service crash during typical usage (no extraordinary circumstances) or functionality cannot be accessed and there is no work-around. Service and/or third party security patches needed to prevent a material risk of unauthorized access to the Service or data, as reasonably determined by NIPENDO. |
| 2 (High) | Incorrect results, or functionality flaws, system crash caused from non-typical use of the Service and a work-around exists. |
| 3 (Medium) | Requests that improve the overall intuitiveness of the Service such as renaming buttons, adding additional data or instructions, improving grammar, spelling, and ensuring consistency across all screens. |

Nipendo is not responsible for any outages caused by third party systems that interact with the Nipendo Service.