



# Service Level Agreement

## Support Response Times

- Service requests made by End Users will be handled in accordance with the following procedures. First Line Support shall use all reasonable and technically feasible means to diagnose and provide problem resolution for all problems reported by an End User.
- Where Kadence is sold by Third Parties, third parties will support End Users to at least the same service levels as outlined below.
- When the End User requires support, First Line Support is responsible for logging the contact and assigning a Severity Level described below. First Line Support has responsibility for ensuring that the End User understands, and is satisfied with, the actions that First Line support will take and the timing of those actions.

## Software Response Times – Kadence

- **Severity Level 1:** A problem that results in the complete unavailability of the Kadence System or the issue results in a complete failure of the Kadence System to provide all core functionality defined as: ability to reserve any space for future use, ability to check-in/out of any space, ability to view analytics of space usage with no work around available.
- **Severity Level 2:** A problem that results in the partial unavailability of some core functions of the Kadence System. The overall Kadence System is still operational, but performance may be degraded.
- **Severity Level 3:** A problem that results in some instability or end user defect which doesn't affect the overall operation of the Kadence System. All core functionality is available, but some specific use-cases may be affected.
- **Severity Level 4:** A problem that is largely cosmetic and does not affect the system's ability to provide all functionality.

Severity Level	Company response requirements	Joint action plan	Status updates	Resolution target
1	Within 4 hrs	Within 6 hours	Every 6 hours	Within 8 hours fix the problem or provide work around to downgrade to Severity Level 2
2	Within 12 hrs*	Within 18 hours	Every 24 hours	Within 3 days fix the problem or provide work around to downgrade to Severity Level 3
3	Within 24 hours*	Within 3 business days	Twice per week	Within 14 days fix the problem or provide work around to downgrade to Severity Level 4
4	Within 72 hours*	Within 5 business days	Once per week	Within an average of 30 days, provide a solution or a plan to resume service

- Up to two (2) designated administrators per customer site will be designated to receive access to a priority escalation phone number only to be used in the event of a Severity 1 incident that occurs outside of normal support hours.



## Service Level Agreement (Continued)

### Hardware Response Times – Chargifi Hardware, Related Products and Data

- **Severity Level 1:** A pervasive problem impacting the function of the whole installation, the denial of analytics data across the whole installation and/or where the inability to connect via Integrations (only with respect to Chargifi's system and software) is restricting the End User's ability to conduct business.
- **Severity Level 2:** A problem impacting the function of some but not all of the wireless charging units / or where wireless charging is functioning, but analytics data is not and where the inability to connect via Integrations is affecting the End User's ability to conduct business.
- **Severity Level 3:** A problem impacting more than one wireless charging station / intermittent access to data and integrations. Little or no impact on the End User's ability to conduct business.
- **Severity Level 4:** A single unit failure. No impact on the End User's ability to conduct business.

Severity Level	Company response requirements	Joint action plan	Status updates	Interim fix target	Resolution target
1	Within 24 hrs	Within 48 hrs	Every 24 hours	24 hours, fix the problem or provide work around. Work to downgrade to Severity Level 2	Within 24 hours fix the problem or provide work around. Work to downgrade to Severity Level 2
2	Within 72 hrs local time: otherwise, next business Day	Within 4 business days	Twice per week	N/A	Provide a solution / fix within an average of 20 days
3	Within 5 business days	Within 15 business days	Once per week	N/A	Within an average of 30 days, provide a solution or a plan to resume service
4	Engineering review / Respond within 30 days of the escalation	N/A	N/A	N/A	Within an average of 30 days, provide a solution or a plan to resume service



# Service Level Agreement (Continued)

## Uptime

This SLA covers Kadence's obligation to provide the Kadence Covered Services to be operational and available to the End User at least 99.9% of the time in any calendar month (the "Kadence Service Level Agreement (SLA)"). If Kadence does not meet the SLA, the End User as appropriate will be eligible to receive the Service Credits described below. Subject to contract, this Kadence SLA states End User's sole and exclusive remedy for any failure by Kadence to meet the Kadence SLA.

## Definitions

The following definitions shall apply to this SLA:

- **"Downtime"** means if there is more than a five percent user error rate. Downtime is measured based on server-side error rate.
- **"Kadence Covered Services"** means Software.
- **"Monthly Uptime Percentage"** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- **"Service Credit"** means the following: Kadence will apply the credit in the form of additional days service for no charge at the next renewal by the following percentage. Service Credits are calculated the average uptime on a per month basis

Monthly Uptime Percentage	Days
Above 99.9%	0
Between 99.9% and 99%	2
Between 99% and 98.5%	3
Between 98.5% and 98%	5
Below 98%	6

- **Maximum Service Credit:** The aggregate maximum number of Service Credits to be issued by Kadence to Licensee for all Downtime that occurs in a single calendar month shall not exceed 20%. Service Credits may not be provided in the form of a refund.
- **Kadence SLA Exclusions:** The Kadence SLA does not apply to any services that expressly exclude this Kadence SLA (as stated in the documentation for such services) or any performance issues: (i) caused by "Force Majeure" or (ii) that resulted from Licensee's equipment or third-party equipment, or both (not within the primary control of Kadence)