

**SERVICE LEVEL AGREEMENT (“SLA”)****(Revision 18 February 2021)****1. SERVICE LEVEL AGREEMENT**

This Service Level Agreement for Encode SaaS sets forth the System Availability SLA for the productive version of the applicable Encode SaaS to which the customer has subscribed (“Services”) in an Order Form with Encode. This Service Level Agreement for Encode Services shall not apply to any Encode SaaS for which a System Availability service level is explicitly set forth in the applicable Supplemental Terms and Conditions for such Encode SaaS or for which the applicability of service levels is explicitly excluded in the Agreement.

**2. DEFINITIONS**

2.1 The definitions and rules of interpretation in this clause apply in this Agreement.

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

“**Month**” means a calendar month.

“**Annual Subscription Fees**” means the annual subscription fees paid for the Encode 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.

“**Service**” means the provision by Encode, of an online, web-based version of the Available Functionality for access to and usage by the Customer via designated Production and Non-Production website(s) and the associated offline components and desktop utilities, all as described in the applicable User Guide.

“**Planned Maintenance**” means scheduled downtime carried out by Encode during a maintenance window on 1st and 3rd Saturday of every month between Saturday 10 pm through to Sunday 10 am CET that has been notified to the Customer.

“**Release Maintenance**” means scheduled downtime carried out by Encode for upgrading Encode SaaS to the latest product version to deliver enhanced features and functionality. There are three different kinds of release maintenance: major releases, service packs, and emergency releases. The Customer’s instance(s) will generally be unavailable during the release window.

“**User Guide**” means the online and offline user manuals for the Service and for the Available Functionality.

**3.**

**4. SYSTEM AVAILABILITY SLA AND CREDITS**

**4.1 Claim process, Reports**

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

Claims under this Service Level Agreement 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 Encode did not meet the System Availability SLA.

Encode will provide to customers a monthly report describing the System Availability percentage for the applicable Encode Service either (i) by email in the form of a management information report from Encode Customer Success team, (ii) by email following a customer’s request to its assigned Encode account manager, (iii) through the Encode Service or (iv) through an online portal made available to customers, if and when such online portal becomes available.

**4.2 System Availability**

System Availability percentage is calculated as follows:

$$System\ Availability\ \%age = \left[ \left( \frac{Total\ Minutes\ in\ the\ Month - Downtime}{Total\ Minutes\ in\ the\ Month} \right) * 100 \right]$$

System Availability SLA (“SLA”)	99.5% System Availability percentage during each Month for production versions, commencing at Encode’s activation of the Production Service
	1% of Monthly Subscription Fees for each 1% below 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 Planned Maintenance Window is described in Encode SaaS Master Agreement Section 4, or  (ii) any other Unscheduled Downtime according to Encode SaaS Master Services Agreement Section 4, or  (iii) unavailability caused by factors outside of Encode’s reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised, or  (iv) unavailability of management, auxiliary, or administration services, including administration tools, reporting services, utilities, third-party software components not within the sole control of Encode, or other services supporting core transaction processing, or

	<p>(v) outages occurring as a result of any actions or omissions taken by Encode at the request or direction of Customer, or</p> <p>(vi) outages resulting from Customer equipment or third party equipment or software components not within the sole control of Encode, or</p> <p>(vii) events resulting from an interruption or shut down of the services due to circumstances reasonably believed by Encode to be a significant threat to the normal operation of the services, the operating infrastructure, the facility from which the services are provided, access to, or the integrity of Customer data (e.g., a hacker or malware attack), or</p> <p>(viii) outages due to system administration, commands, or file transfers performed by Customer users or representatives, or</p> <p>(ix) outages due to denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and Encode's other vendors), and other force majeure events, or</p> <p>(x) inability to access the services or outages caused by Customer's conduct, including negligence or breach of Customer material obligations under the SaaS Master Services Agreement, or by other circumstances outside of Encode's control.</p>
Scheduled Downtime	Scheduled Downtime for the applicable Encode Services to which customer has subscribed is set forth in Encode SaaS Master Services Agreement.

## 5. MONITORING

Encode uses a variety of software tools to monitor (i) the availability and performance of the Customer's production services environment and (ii) the operation of infrastructure and network components.

### 5.1 Customer Monitoring & Testing Tools

Due to potential adverse impact on service performance and availability, Customer may not use its own monitoring or testing tools (including automated user interfaces and web service calls to any Encode Service) to directly or indirectly seek to measure the availability, performance, or security of any program or feature of or service component within the services or environment without the express written permission of Encode. Encode reserves the right to remove or disable access to any tools that violate the foregoing restrictions without any liability to the Customer.

### 5.2 Automated Workloads

Encode reserves the right to require the Customer's proposed data scraping tools to be validated and tested by Encode prior to use in production and to be subsequently

validated and tested annually. Encode may require that a written statement of work be executed to perform such testing and validation work.

## **6. ENCODE SAAS BACKUP STRATEGY**

Encode periodically makes backups of production data in Customer's Encode Service for Encode's sole use to minimise data loss in the event of a disaster. Encode typically does not update, insert, delete, or restore Customer data on behalf of the Customer. However, on an exception basis and subject to written approval and additional fees, Encode may assist Customer in restoring data which Customer may have lost as a result of their own actions. This restore may be to another non-production instance where the Customer can extract the data.