

Service Level Agreement

Effective as from 15 April 2023

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This Service Level Agreement (SLA) pertains to the Software provided by ISL Online in accordance with the Terms of Service.

1. Definitions

The terms defined in the <u>Terms of Service</u> and <u>License Agreement</u> shall, unless otherwise specified in this SLA, have the same meaning in this SLA.

- **Downtime**: refers to a period during which the Software-as-a-Service (SaaS) cannot be accessed. This means that Users are not able to establish a Session.
- **Emergency Maintenance**: refers to urgent, unscheduled activities performed by ISL Online to address critical issues, such as security vulnerabilities, hardware failures, or software bugs that could significantly impact the performance, availability, or security of the Software.
- **Scheduled Maintenance**: refers to planned, routine activities carried out by ISL Online to maintain, update, or upgrade software, hardware, or infrastructure. These activities are necessary to ensure the optimal performance, security, and reliability of the Software.
- Service Credit: refers to a credit approved and given to you in the form of partially extending your Subscription Term. One (1) Service Credit means one (1) day and will not result in a refund of any fees due or previously paid.
- **Response Time**: refers to the duration between when a User submits a request for assistance (such as an email, phone call, or chat message) and when a support representative acknowledges or replies to the request.

2. Service Level Commitment

Software-as-a-Service

This section applies to Customers accessing and using the Software with an active and paid Subscription Term for Prepaid and Professional Software Plans based on the Software-as-a-Service principle ("Software-as-a-Service" or "SaaS"). ISL Online is committed to providing a reliable, high-quality network for hosting sessions through the ISL Online Cloud.

ISL Online guarantees that its Software-as-a-Service will be available at least 99.5% of the time during the calendar year.

If the availability of the SaaS drops below the 99.5% commitment for the given calendar year, you have the right to initiate a Service Credit claim process. If your claim is approved, ISL Online will credit your account with 30 Service Credit(s).

Service Credit will not be granted under the following circumstances:

- a) **Scheduled Maintenance**: Downtime due to planned or scheduled maintenance.
- b) **Account Status**: Downtime during which your ISL Online Account is not in good financial standing or when you are in violation of our Terms.
- c) **Force Majeure**: Downtime due to circumstances beyond our control, such as acts of any governmental body, war, embargo, fire, flood, extended unavailability of public utility service, or unavailability or delay in telecommunications or Internet Service Providers.
- d) Misuse of Software: Any Downtime resulting from your misuse of the Software.

Self-hosted License

This section applies to Customers accessing and using the Software on-premises with an active and paid Subscription Term of Self-hosted Software Plan. These Customers are accessing and using the Software on

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their own server infrastructure. ISL Online does not have access to such on-premises systems and cannot guarantee the uptime of the service.

Customer Support

This section applies to all Customers with an active and paid Subscription Term. ISL Online guarantees that the customer support services will be provided within the working hours and Response Times as defined in this SLA.

3. Scheduled Maintenance

We will notify you at least 48 hours in advance of any Scheduled Maintenance. We will make reasonable attempts to perform Scheduled Maintenance during historically low-use hours based on average use by our Customers. We reserve the right to occasionally perform Emergency Maintenance, of which you will be informed less than 48 hours in advance.

4. Customer Support

Support Channels

ISL Online is committed to providing exceptional customer care for its Users. To ensure a positive experience, we offer various support channels and resources to address any questions, concerns, or issues you may encounter while accessing and using the Software.

- **Support Portal**: ISL Online provides a <u>support portal</u> where you can find a comprehensive knowledge base, frequently asked questions, and helpful articles. This is an excellent starting point for self-help and troubleshooting.
- **Email**: If you need further assistance or have specific questions, you can reach out to our support team via email. Please send it to support@islonline.com and we will respond promptly and work with you to resolve any issues you may be experiencing.
- **Live Chat**: For immediate assistance, we offer live chat support on our Website. You can connect with a support representative in real-time to get answers and guidance.

Tiers of Assistance

ISL Online offers different tiers of assistance to address Customers' needs, questions, and issues. Each level has distinct roles and responsibilities.

- Level 1 Customer Care is available to all Customers free of charge.
- Level 2 Technical Support is available to all Customers for an additional fee.
- Level 3 Customer Success is available to Customers subscribed to Premium Support for an additional fee.

Scope of Support

Our support services are focused on assisting with issues related to ISL Online's products and services. We do not provide support for matters outside the scope of ISL Online's products and services, such as server maintenance, operating systems, or general computer errors.

Please note that if our customer support team helps with false reports of critical issues or issues unrelated to ISL Online's products and services, additional charges may apply.

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5. Standard & Premium Support

To deliver the best customer support service, we always try to appoint the most appropriate ISL Online's personnel or Authorized Partner to you, according to your location, native language, and other preferences. When local (native language) support representatives are not available, support will be provided in the English language.

Depending on the nature of the issue and for the successful diagnosis and/or resolution of the issue, it might be necessary for you to provide us with some further information, or for us to arrange a remote desktop debugging session with you. Your failure to cooperate with us during the resolution process could hinder the resolution of the issue and invalidate your Service Credit claims.

Premium Support is available for an additional fee to Customers with 10 or more licenses. It guarantees shorter Response Times and entitles you to more Service Credits.

The table below indicates the Response Times for customer support services provided by ISL Online. Please note that we cannot guarantee the Response Times of our Authorized Partners. The number of Service Credits (SC) which can be claimed if we exceed Response Times are also indicated in the table.

		Response Time	
Type of Issue	Description	Standard Support	Premium Support
Critical	The whole or a critical part of the Software is unusable, causing immediate impact on all Users.	8 hours (1 SC/h)	4 hours (2 SC/h)
Major	A significant, but not immediately critical part of the Software is unusable; reduced usability of the service for more than 50% of Users.	24 hours (1 SC/h)	12 hours (2 SC/h)
Discomfort	Non-urgent issues that do not compromise the functionality of the Software but cause uncomfortable usage for more than 50% of Users.	72 hours (1 SC/h)	36 hours (2 SC/h)

Regular Working Hours

Our customer support team is available during regular working hours as follows:

- Weekdays: 08:00 to 22:00 Central European Time (CET)
- Exceptions: We are closed on January 1st, May 1st, and December 25th.

24/7 Support

Our 24/7 Support service is designed to provide our Users with round-the-clock assistance for critical incidents, ensuring that your business operations run smoothly and efficiently.

- Scope of 24/7 Support: This service covers critical issues only.
- **Incident Reporting**: You will be provided with dedicated emergency phone numbers and detailed instructions on how to report incidents via our ticketing system.
- Response Time: Our team is committed to start addressing critical incidents within 4 hours of the initial report.
- **Progress Notification**: You will be promptly notified about the progress of issue resolution.
- Service Fee: The 24/7 Support service is available for an additional fee, which will be detailed in writing.

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6. Outage or Failed Service

If you suspect that the Software is unavailable or not functioning correctly or in case of a failed service, you should immediately notify us, but no later than 3 working days after the suspected unavailability or malfunction or a failed service. You must file the service claim via one of the support channels.

You are required to provide the following information:

- a) Email address of the affected ISL Online Account.
- b) Your contact information.
- c) The date and beginning time of the unavailability or malfunction of the Software or a failed service.
- d) A brief description of the characteristics of the claimed unavailability or malfunction or a failed service.

Your claim will be considered filed once you receive a written confirmation and a ticket number from ISL Online. We will notify you once the claim has been resolved. In case your claim is rejected, the notification will specify the basis for the rejection.

7. Service Credit Claim Process

To initiate a Service Credit claim, please contact us within seven (7) business days after the end time of the claimed outage or failed service for which credit is being requested. ISL Online will review your request and notify you of the outcome via email. If your request is rejected, the notification will specify the basis for the rejection. If approved, we will issue Service Credit to your ISL Online Account.

Please note that failure to cooperate with us during the resolution process and Service Credit claim process may invalidate your Service Credit claims.

Also, please be aware of the following:

- Multiple Service Credits will not be given for the same period. Failure to meet multiple criteria during a specific time will generate only a single Service Credit.
- The total number of all Service Credits for all failures occurring in any calendar year cannot exceed 30.
- Service Credits may not be received in the form of a refund.

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