

Service Level Agreement

Platform Service qTest

The Service Level Agreement (“SLA”) describes the current practices of Company with regard to its provision of Support to Customers that have entered into an Agreement for the Platform Service qTest (“qTest”). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement between Customer and Company.

1. Overview of Platform Service qTest Support

| Features | Platform Service qTest Support |
|------------------------------------|--------------------------------|
| Incident Initiation | unlimited |
| Email Support | yes |
| Live Chat Support | no |
| Telephone Support | no |
| Support Response and Synopsis Time | see below |
| Live Remote Assistance | on demand |

- (i) **“Incident Initiation”** means the number of Support incidents that Customer may initiate or create per calendar year.
- (ii) **“Live Remote Assistance”** means scheduled remote assistance, when requested by Customer, in order to expedite fault, issue, and/or error analysis and synopsis.

During the term of the Agreement and subject to Customer’s payment of the applicable Fee for the Platform Service, including, without limitation, any support and maintenance fees, Company shall update the Platform Service with all Updates if, and when available.

“Update” means an error correction, workaround, or other maintenance update of qTest that Company makes generally available to its customers who have purchased Support, without extra charge.

2. Notification and Prioritization Process; Communication

A Company support representative will be responsible for coordinating with Customer. All faults shall be logged by Customer in application or via the support portal located at <https://support.qasymphony.com/> in a clear and traceable manner. Company will examine the reported incident and prepare an initial synopsis within the timeframe set forth below. If the defect can be fixed within the initial synopsis, the support issue will be closed. Otherwise, the incident will be escalated to the development team or the next relevant level.

In order for Company to respond to Customer’s reports of difficulties or problems with qTest and assist in diagnosis of defects, Customer must provide adequate information and documentation to enable Company to recreate the problem. Company, following commercially reasonable efforts and failure to recreate the problem, may notify Customer that the problem could not be recreated, located or identified, if such is the case.

3. Response Times /Support Hours

Company shall use commercially reasonable efforts to respond to Customer as specified in the table below.

“Review/Synopsis” means a brief summary of the major issues of an incident, an abridgment or condensation of a work. A synopsis holds either a final workaround or solution if available at that time, or detailed information when and what solution will be available for the respective incident.

“Defect” means a failure of qTest to perform substantially in conformance with the functional specifications published in the Documentation

| Priority | Definition | Response Time | Review Time |
|----------|---|------------------|-------------------|
| Critical | The defect affects critical functionality or critical data. The defect does not have a workaround. The majority (or all) users at the customer do not have access to the product. | 1 business hour | 16 business hours |
| High | The defect affects major functionality or major data and a majority of users. It has a workaround but is not obvious and is difficult. | 1 business hour | 32 business hours |
| Medium | The defect affects minor functionality or non-critical data. It has an easy workaround. | 2 business hours | 48 business hours |

4. Monthly Uptime Calculation

The „**Monthly Uptime Percentage**“ for qTest is calculated as follows: Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given qTest subscription.

Monthly Uptime Percentage: 99.00 %, maintenance downtimes excluded

- (i) **“Downtime”** means the time in which the Platform Service is not capable of being accessed or used by the Customer, as monitored by Company.
- (ii) The following are not counted as Downtime for the purpose of calculating Monthly Uptime Percentage:
 - Platform Service unavailability caused by scheduled maintenance of the platform used to provide the applicable Platform Service (Company will endeavor to provide seven business days’ advance notice of service-affecting scheduled maintenance); or
 - Platform Service unavailability caused by events outside of the direct control of Company or its subcontractor(s), including any force majeure event, the failure or unavailability of Customer’s systems, the Internet, and the failure of any other technology or equipment used to connect to or access the Platform Service.

5. Changes to SLA

Subject to the Agreement, Company reserves the right, at its discretion, to change this SLA at any time based on prevailing market practices and the evolution of the Platform Service.