

SERVICE LEVEL AGREEMENT (SLA)

June 1, 2022

1. DEFINITIONS

- 1.1. *Software/Product* shall mean the Nova.Chats computer program and databases (with subsequent modifications and updates) in the form of enabled and disabled data and commands (program options) reproduced on the equipment of Platform users (client side) and/or used by means of remote access via the Internet in an independent section on the Platform's server side created upon Licensee registration on the Platform (server side). Products subject to licensing shall be specified in Pricing Plans as combinations of program options and/or functionalities of the Platform (hereinafter, the "Product Components").
- 1.2. *Platform* shall mean a hardware-software system on the basis of the Nova.Chats computer program, that is intended for Customer/Licensee interaction with third parties by exchanging electronic messages, including the use of Communications Services, and that comprises the Website, mobile and desktop applications, API, widgets, and other computer programs and/or databases implementing the functionalities of the Platform.
- 1.3. *Software Release* shall mean a software instance (high-level script or binary code compilation) developed by the Licensor in compliance with the following criteria:
 - 1.3.1. The Licensor shall claim that the said instance is available for installation on equipment;
 - 1.3.2. A unique number shall be assigned to the instance, that is different from any previous Software versions and Releases;
 - 1.3.3. The instance shall be different in its capabilities and functions and/or interface and/or shall demonstrate an increased performance compared with previous Software Releases;
 - 1.3.4. If any Bugs were revealed in previous Software Releases, they shall be corrected in the instance.
- 1.4. *Hotfix* shall mean software containing an upgraded version of the Software Release that has already been approved and released in order to eliminate flaws and/or improve the existing functionalities of the Software. Hotfixes may be clearly identified and documented as additional versions of the corresponding base Software Release.
- 1.5. *Solution Time* shall mean a period from the moment the Contractor received the Customer's Request to the moment the Contractor provided a Solution to the Problem approved and accepted by the Customer. The Solution Time shall not consider the time spent

by the Customer within its area of responsibility to, for example, collect diagnostic information (logs, configuration files, traces, communications charts, etc.), implement Contractor's recommendations, arrange remote connection, grant access, or check the Solution provided by the Contractor if these actions are reasonably required to resolve the Problem and cannot be carried out by the Contractor itself. When using a Communications Service, the time spent to resolve a third-party Problem/Bug shall not be taken into account as well. In this case the Contractor shall inform the Customer on the planned deadline for third-party Problem/Bug elimination and specify the number of the corresponding request to the Communications Service right holder regarding the Problem/Bug.

- 1.6. *Communications Services* shall mean external (belonging to and managed by third parties) instant messaging services and (or) software such as WhatsApp Business API, Telegram, Viber, Facebook, VKontakte, Skype, Odnoklassniki, Yandex, WeChat, Online chat, and the like that interact with the Platform.
- 1.7. *Customer/Licensee* shall mean an individual, a legal entity, or an individual entrepreneur that has signed a contract with the Contractor.
- 1.8. *Contractor/Licensors* shall mean Omni Sp. z o. o., legal address: 86 Hoża street, office 210, Warsaw, Poland, 00-682. Registration number 0000909229,.
- 1.9. *Response Time* shall mean a time from the moment the Contractor received the Customer's Request to the moment of the first reply sent by the Contractor using the method determined by the Parties depending on the method the Customer used for its Request.
- 1.10. *Documentation* shall mean documentation posted and/or available on the Platform, that describes the Product logic along with the technical requirements, conditions, and instructions for Product use, and Product news available at: omniomni.io/tpl/docs/admin-instruction-en.pdf, omniomni.io/tpl/docs/manual-operator-en.pdf.
- 1.11. *Request* shall mean a written application for technical support via the Licensor's Technical Support Center sent to e-mail support@omniomni.io, Telegram Bot [@omniomnibot](https://t.me/omniomnibot), or the Website widget, or a Customer's phone call to the Contractor's hotline in order to obtain the technical support Services for Problem elimination. The Request shall contain diagnostic information including but not limited to information on the date, time, and conditions of the bug; user actions before the bug; and technical information (software applied, logs, traces, etc.).
- 1.12. *Information Request* shall mean a request type that could be independently resolved by the Customer with minimum technical knowledge and software use experience.
- 1.13. *Solution* shall mean a permanent solution that completely eliminates the Problem causes at any level of criticality.
- 1.14. *Problem or Bug* shall mean Software non-compliance with the Technical Characteristics of the Software and Software servers or other difficulties confronted by the Customer impeding the intended use of the Software.

- 1.15. *Business Day* shall mean a normal working time from 9:00 a.m. to 6:00 p.m., Monday–Friday, in the respective time zone of the Party that carries out the corresponding actions, excluding weekends and public holidays of the Republic of Poland.
- 1.16. *Working Hour* shall mean one hour between 9:00 a.m. and 6:00 p.m., Monday–Friday, in the respective time zone of the Party that carries out the corresponding actions, excluding weekends and public holidays of the Republic of Poland.
- 1.17. *Network Element* shall mean an entity or a combination of Equipment that is linked in terms of process and functions and belongs to the unified Software Release under control, including redundant elements, for example, geographically redundant ones. Routers, switches, multiplexors, storage systems, and data processing systems are examples of network elements.
- 1.18. *Criticality Level* shall mean a degree of Problem/Bug effect on the operation of the network, Software, or services/servicing. The Criticality Levels are classified in Section 5. The Criticality Level shall be established by the Customer when requesting for Technical Support but may be changed as agreed upon by the Parties.
- 1.19. *Technical Support Services* shall mean the services described in Section 2 hereof, that are going to be rendered by the Contractor within the scope of the Technical Support request.
- 1.20. *Technical Support Scope* shall mean the scope of works on Technical Support performed by the Contractor, that is measured in man-hours and shall be 12 hours per calendar year maximum. In case this value is exceeded, the Customer and the Contractor shall sign an individual contract for works/services.
- 1.21. *Technical Support* shall mean a range of services that allow the Contractor to provide the Customer with operable and functioning services on the basis of the Platform according to the Documentation, including but not limited to information support as well as arrest and correction of Problems/Bugs connected with Software operability.
- 1.22. *Website* shall mean any automated information system accessible via the Internet at the following network addresses (including subdomains): omniomni.io.
- 1.23. *Parties* shall mean the Licensor/Contractor and the Licensee/Customer together.
- 1.24. *Agreement* shall mean a commutative license agreement between the Licensor and the Licensee for the right to use the Software, made in writing.
- 1.25. *Pricing Plans* shall mean pricing plans valid as of the date of signing the Agreement, posted and/or available on the Internet at omniomni.io/tpl/docs/pricing-plans-omniomni.pdf and applied by the Licensor to calculate the license fee, that contain information on possible qualitative and quantitative parameters of the Licenses, the scope of warranty obligations, the amount of the license fee, and other terms and conditions under that the right to use the Products shall be granted.

2. LIST OF TECHNICAL SUPPORT SERVICES FOR THE WARRANTY AND POST-WARRANTY PERIODS

- 2.1. Registration and processing of Customer's requests.
- 2.2. Classification of the Problem Criticality Levels according to Section 4 hereof.
- 2.3. Reporting on Technical Support within the scope agreed upon by the Parties.
- 2.4. Information support including provision of references to Documentation upon request.
- 2.5. Execution of requests within the Technical Support Services terms according to the Criticality Levels given in Section 4 hereof.

3. PROBLEM CRITICALITY CLASSIFICATION

- 3.1. *Show-stopper*. Bugs that have a critical effect on services, complete failure of the Platform, or inoperability of its significant components encountered by more than 1 % of users. For example:
 - 3.1.1. The Platform is unavailable;
 - 3.1.2. A significant part of the base functions is missing (the API or messaging for all messengers have failed, etc.).
- 3.2. *Major*. Bugs that have a significant effect on services, partial unavailability of the base functions of the Platform, complete unavailability of the auxiliary functions, or Platform unavailability encountered by less than 1 % of users. For example:
 - 3.2.1. Scripts and auto-assignment of chats are not being executed, the functions of chat bots are unavailable, etc.;
 - 3.2.2. The Platform is unavailable for one or more operators.
- 3.3. *Minor*. Problems that have an insignificant effect on services. Troubleshooting terms depend on the existing load; the maximum period is 60 business days. For example:
 - 3.3.1. A part of the functions has failed (chat autoupdate or file processing functions are unavailable);
 - 3.3.2. A minor Bug of the Platform's user interface (scrolling, element display, etc.).
- 3.4. *Info*. Software operation issues and information requests. For example:
 - 3.4.1. Initial consultation on scripts, sales funnels, etc.;
 - 3.4.2. Request for a reference to a description of the functions, etc.

4. TERMS OF SUPPORT SERVICES

Astronomical time shall be considered at 24x7 support. Working time shall be considered at 8x5 support.

Criticality level	Action description	Terms
Show-stopper	Response Time and confirmation of proceeding to the work upon the Customer's Request (24x7)	≤ 20 minutes
	Solution Time (24x7)	≤ 8 hours
Major	Response Time and confirmation of proceeding to the work upon the Customer's Request (24x7)	≤ 20 minutes
	Solution Time (8x5)	≤ 2 days
Minor	Response Time and confirmation of proceeding to the work upon the Customer's Request (24x7)	≤ 20 minutes
	Solution Time (8x5)	≤ 60 days
Info	Response Time and confirmation of proceeding to the work upon the Customer's Request (24x7)	≤ 20 minutes
	Answer Time (8x5)	≤ 2 days

5. MAIN REQUIREMENTS FOR THE COMPENSATION AMOUNT

- 5.1. Compensations under requests for Technical Support provided within the Agreement validity period may be calculated and applied based on the previous quarter.
- 5.2. The total sum of the license fee invoices for the Product or Product Component in the current quarter shall form the calculation base.
- 5.3. The last Business Day of the quarter invoiced shall be deemed the compensation calculation moment.
- 5.4. The compensation may be calculated and applied quarterly upon exceeding of the terms established in Section 6 hereof.

6. COMPENSATION AMOUNT

A compensation for the exceeded Solution Time and Response Time for every Request/Bug shall be applied as many times as the term specified in Section 4 hereof has expired during the Solution Time.

Criticality level	Compensation amount
Show-stopper	1.5 % of the calculation base but not more than € 20 upon each period equal to the Response Time for requests of the Show-stopper level according to Section 4 hereof.
	3.0 % of the calculation base but not more than € 60 upon each period equal to the Solution Time for requests of the Show-stopper level according to Section 4 hereof.
Major	1.5 % of the calculation base but not more than € 20 upon each period equal to the Response Time for requests of the Major level according to Section 4 hereof.
	2.5 % of the calculation base but not more than € 40 upon each period equal to the Solution Time for requests of the Major level according to Section 4 hereof.
Minor	1.5 % of the calculation base but not more than € 10 upon each period equal to the Response Time for requests of the Minor level according to Section 4 hereof.
	2.5 % of the calculation base but not more than € 40 upon each period equal to the Solution Time for requests of the Minor level according to Section 4 hereof.
Info	0.8 % of the calculation base but not more than € 10 upon each period equal to the Response Time for requests of the Info level according to Section 4 hereof.
	1.5 % of the calculation base but not more than € 20 upon each period equal to the Answer Time for requests of the Info level according to Section 4 hereof.

7. COMPENSATION CLAIM AND PAYMENT PROCEDURE

In order to receive compensation, the Licensee shall send a claim to the Customer Care Department to accounting@omniomni.io within seven (7) business days upon Software failure, describing the following in details:

- Software failure details;
- Software failure duration;
- Number and location of end users affected by the Software failure (if applicable).

A Licensee's claim sent after the above term has expired shall not be accepted or reviewed by the Licensor.

The Licensee's claim shall be processed by the Licensor within a term not exceeding seven (7) business days upon the date of receipt by the Customer Care Department. Following the claim processing results, the Licensor shall independently decide whether the Licensee is entitled for compensation and, if yes, in what amount.

If the Licensor decides that the Licensee is entitled for compensation, its sum, calculated by the Licensor according to Section 6 hereof, shall adjust the amount of payment to the Licensor for the calculation period that included the reduction of the average Software operability time. The adjusted balance of the Licensee's Business Account is available:

- in the next license fee invoice as a one-time individual discount;
- in the Licensee's Account.

8. RESTRICTIONS

The Licensee shall not be entitled for compensation if the Program has failed due to:

- Force-majeure and other circumstances beyond Licensor's control;
- Faults of software and/or equipment of the Licensee or third parties;
- A Program release used by the Licensee without updating after the term of Licensor's technical support specified in the Agreement has expired;
- The pre-release, beta, or trial version of the Program (according to the Licensor's definition) used by the Licensee;
- Licensee violation of the Program use terms and conditions specified in the Offer;
- Licensee failure to comply with the technical specifications given in the Program documentation;
- Scheduled and unscheduled maintenance;
- Suspension or termination of Licensee access to the Software by the Licensor due to Licensee violation of the terms and conditions of the Offer or the License Agreement.

Compensation shall be sole and exclusive Licensor liability for failure to fulfill or improper fulfillment of the obligation specified in Sections 4 to 6 hereof, and in this case Licensee losses are not subject to recovery.