



Date of Last Revision: October 1, 2021

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) is part of your Veson Subscription Agreement (the “Agreement”) and applies to the Veson Products listed herein (each, a “Covered Veson Product”). Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Agreement.

When a Client purchases a new subscription or renews a subscription to Products, the then-current DPA will apply. For earlier versions of the SLA, Client may refer to www.veson.com/archive-terms. In the event Veson introduces features or new products, Veson may make updates to the SLA that apply to Client’s use of such features or new products.

1. Definitions. Capitalized terms used in this SLA and not otherwise defined herein shall have the following respective meanings:

- a. “**Covered Veson Product(s)**” may mean the Veson IMOS Platform (VIP) and/or the Oceanbolt data platform. This SLA does not apply to or include integrations made available with or connected to any Covered Veson Product(s).
- b. “**Deviation**” means a Priority 1 Error or Priority 2 Error, each as defined in Section 2(b) of this SLA.
- c. “**Error Correction**” means the services set forth in Section 1(b) of [Exhibit 2](#) hereto.
- d. “**Support**” means Technical Support, Error Correction, and Updates.
- e. “**Technical Support**” means the services set forth in Section 2(a) of this SLA.
- f. “**Updates**” means any upgrades, updates, bug fixes or modified versions to or of the Veson Covered Products provided or made available by Veson or its affiliate for use by Client.

2. Services Covered by Support. Support consists of (a) Technical Support, (b) Error Correction, and (c) Updates, as follows:

- a. **Technical Support.** Veson shall provide telephone, e-mail or internet technical support, system configuration assistance and problem resolution. Services covered under Technical Support consist of the following:
 - Perform Client problem diagnosis, research and problem replication
 - Develop bug fixes, work-arounds, and other Updates
 - Provide release notes and system configuration to Clients for Software Updates if required, as determined by Veson
 - Provide Documentation on Veson Covered Product(s) via Veson Knowledge Base or otherwise as determined by Veson
 - Adding new port locations requested by Client to the IMOS and/or VIP ports database (Client to provide

port name, country, UN Code, latitude and longitude coordinates for each location requested).

b. **Error Correction.** Veson shall use commercially reasonable efforts to correct any error in the Veson Covered Product(s) reported by Client in accordance with the following:

	Priority 1 (Critical)	Priority 2 (High)	Priority 3 (Medium)	Priority 4 (Low)
Veson targeted resolution time	12 hours following notice in accordance with the protocol set forth below	30 days following notice in accordance with the protocol set forth below	120 days following notice in accordance with the protocol set forth below	Future Release

The definition of each priority level is as follows:

- (1) **Priority 1 Error.** An error in the Veson Covered Product that renders the Veson Covered Product inoperative or causes the Veson Covered Product to interrupt business practices.
- (2) **Priority 2 Error.** An error in the Veson Covered Product(s) that substantially degrades the Veson Covered Product or materially restricts Client’s use of the Veson Covered Product.
- (3) **Priority 3 Error.** An error in the Veson Covered Product that causes only a minor impact on Client’s use of the Veson Covered Product.
- (4) **Priority 4 Error.** Any other error in the Veson Covered Product.

Client shall notify Veson in writing of any errors, including a detailed description of the error, examples of the error, Client’s assessment of the priority level, copies of all relevant log files, and all other necessary or reasonably requested information. Veson shall begin reviewing errors immediately for Priority 1 and within eight (8) working hours for Priority 2, 3, or 4 after Veson receives notification of the error from Client and shall keep Client informed as to the progress of the error correction.

c. Updates. The Veson Covered Product(s) shall include all Updates that Veson in its sole discretion makes generally available to its Veson Covered Product(s) clients without cost. For the avoidance of doubt, Support does not include premium or additional functions, features or services for which Veson charges additional fees. Nothing contained herein shall be construed as a guarantee that Veson will release upgrades or other Updates during the term of this Agreement.

3. Exclusions from Support. Services with respect to the following matters are not covered by Support: (a) any infrastructure (including, for example, Client’s hardware, network, or database) or third-party software not included in the Covered Veson Product(s); (b) any matter for which Veson is expressly excused from liability or obligation pursuant to this Agreement; or (c) any matter not expressly covered by Section 2 of this SLA. Any Services with respect to any of the foregoing are considered Other Services. If it is not readily apparent whether an issue is due to one of these exclusions, Veson will advise Client in advance that further investigative work is need to determine whether the issue is covered by Support or will result in additional charges.

4. Location and Staffing. Veson or its affiliates shall provide all Technical Support remotely unless otherwise agreed in writing by the parties. Veson shall provide Technical Support through a central Client location and through central Client point(s)-of-contact. Staffing shall be determined in the discretion of Veson unless otherwise agreed in writing by the parties. Technical Support may be provided by Veson or its affiliates.

5. Responsibilities of Client.

a. **Client to Provide First Level Support.** By written notice to Veson, Client will designate one (1) person plus one (1) back-

up person as its "End User Support Coordinator" (EUSC) to coordinate named end user support concerning the Covered Veson Product(s). Named end users must refer all inquiries regarding the Covered Veson Product(s) to the EUSC. After consultation with the named end user and determining that the inquiry involves a Covered Veson Product error, the EUSC may contact Veson and request that Veson provide any required Technical Support.

b. Production Environment. Client is responsible for procuring, installing and maintaining all equipment and software necessary to access and use the Covered Veson Product(s). Client agrees to provide Veson and its affiliates with all information, access and assistance reasonably required to enable Veson to re-create the errors referred to Veson for resolution and diagnose the problems.

c. Named End-Users Must be Qualified. Client is responsible for selecting named end-users who are trained by Veson or Client to use the Covered Veson Product(s) on Client's equipment and are familiar with the information, calculations and reports that serve as input and output of the Covered Veson Product(s).

6. Service Level Credits. If the Covered Veson Product uptime during any 1-year subscription period is less than 99.4%, Veson will provide Client with a credit towards the subscription fee for a subsequent period equal to the Covered Veson Product subscription fee for the subscription year period during which the downtime occurred multiplied by a percentage equal to the difference between 99.4% and the percentage of uptime during such period. For purposes of this computation, up to four (4) hours per calendar month of downtime for system updates (e.g., Windows, SQL, IIS) and Updates shall not be considered. Client agrees to promptly report any Covered Veson Product downtime to Veson. In the event a Veson Covered Product fails to meet the required uptime for a year, Veson will notify Client of the credit amount within 60 days following the end of such year. Except in the event of an intentional breach of this Agreement by Veson, this credit shall be the sole remedy of Client for downtime of any Veson Covered Product. For the avoidance of doubt, this credit shall not be provided for any downtime attributable to any exclusion from liability or obligation set forth in the Agreement.