

Date of Last Revision: May 20, 2024

## 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 SLA will apply. For earlier versions of the SLA, Client may refer to <a href="https://www.veson.com/archive-terms">www.veson.com/archive-terms</a>. 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. <u>Definitions</u>. 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 Shipfix Platform. This SLA does not apply to or include integrations made available with or connected to any Covered Veson Product(s).
- **b.** "<u>Deviation</u>" 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 2(b) of this SLA.
- 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.** "<u>Updates</u>" 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. <u>Services Covered by Support</u>. Support consists of (a) Technical Support, (b) Error Correction, and (c) Updates, as follows:
- **a.** <u>Technical Support</u>. 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

<sup>1</sup> Targeted resolution times are measured from the point at which the Parties agree that Veson has been provided with sufficient information by the Client about the Error to enable Veson to diagnose and correct the issue. Resolutions

- 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.** <u>Error Correction</u>. 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)
targeted	following notice		60 days following notice in accordance	Future Release
time <sup>1</sup>	with the protocol set	with the protocol set	with the protocol set forth below	

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) <u>Priority 4 Error</u>. 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. Other Services or Professional Services. Veson shall perform such additional services, including without limitation consulting, implementation, training, custom development, customer service, or other professional or other services not within the scope of Support that are requested by Client from time to time and accepted by Veson as set forth in an Order. Time schedules with respect to Other Services or Professional Services are estimates and are subject to change. Unless otherwise agreed in writing by the parties

can be achieved either through the release of a permanent fix or a workaround which resolves the issue.

prior to the commencement of any Other Services or Professional Services, the fees for such Other Services or Professional Servies shall be Veson's then-current professional service rates. Any professional services rates set forth in an Order are as of the effective date of such Order, subject to change, and included for informational purposes only.

- 4. 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.
- **5.** 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.

## 6. 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).
- 7. Service Level Credits. If the Covered Veson Product uptime during any 1-month subscription period is less than 99.5%, 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 month period during which the downtime occurred multiplied by a percentage equal to the difference between 99.5% 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 month, Veson will notify Client of the credit amount within 60 days following the end of such month. 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.