

## **AmdoSoft Service Level Agreement**

This Service Level Agreement ("SLA") further defines the Services offered under the Master Service Agreement ("MSA") between AmdoSoft Systems LTD ("AmdoSoft"), and the recipient of such services (hereinafter "you" or "your"). This SLA applies to and governs such AmdoSoft Services described below and other remotely provided Services by AmdoSoft that you order and pay for in accordance with and subject to your compliance with your MSA.

Terms and conditions for each Service under this SLA are defined in the corresponding sections hereinafter.

### **SECTIONS OF THIS SLA AND ASSOCIATED SERVICES:**

A. General Terms And Conditions

B. b4 Services: AmdoSoft's and third party supplier service for Automation and Robotic Process Automation (RPA).

### **A. GENERAL TERMS AND CONDITIONS**

#### **1. Account Administration**

AmdoSoft and third party supplier provides your designated administrators with access to management tool, the "b4 Dashboard".

You are entirely responsible for any and all activities that occur under your account. You agree to notify AmdoSoft immediately of any unauthorized use of your account or any other breach of security. AmdoSoft will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may not use anyone else's account at any time, without the permission of the account holder.

#### **2. Customer Service, Billing and Sales Enquiries**

For technical enquiries you should contact [support@amdosoft.co.uk](mailto:support@amdosoft.co.uk).

Non-technical and billing enquiries regarding your account should be directed to [partners@amdosoft.co.uk](mailto:partners@amdosoft.co.uk).

Enquiries regarding the purchase of new accounts or additional services should be directed to [partners@amdosoft.co.uk](mailto:partners@amdosoft.co.uk).

#### **3. Systems Support**

AmdoSoft provides systems support to your designated administrators. Systems support is defined as support associated with issues/faults with AmdoSoft's servers.

There are no additional charges for this support. You may designate up to four (4), but no more than four (4), administrators who are authorized to call AmdoSoft's client support services.

#### 4. End-Users and Custom Support Services

No support to your end-users shall be provided by AmdoSoft unless specifically agreed to in writing by AmdoSoft. Directing your end-users or any third party which are not administrators to AmdoSoft's technical support service shall constitute a breach of this SLA.

AmdoSoft offers custom contracts for different types of support programs. Additionally, several support services may be provided on an as-needed basis, with separate pricing for each support service or on a per-project basis. Please contact your AmdoSoft sales representative or [partners@amdosoft.co.uk](mailto:partners@amdosoft.co.uk) for details.

#### 5. Server Software

AmdoSoft will exercise industry's standard practices to ensure that software is correctly configured in all material respects. If there is more than one way to configure software, AmdoSoft will choose the configuration it determines, in its sole discretion, to be the most appropriate.

AmdoSoft may install security patches, updates, and service packs, at its sole discretion and only to the extent that such security patches, updates and service packs exist and compatible with AmdoSoft's Services. Software updates may change system behavior and functionality and as such may negatively affect your applications.

AmdoSoft cannot foresee nor can it be held responsible for service disruption or changes in functionality or performance due to implementation of software patches and upgrades. If such disruption or changes occur, AmdoSoft will provide its best commercial effort to remedy the situation as soon as possible after being notified of the problem by you.

AmdoSoft is not responsible for problems that may arise from incompatibilities between new versions of software and your content, regardless of whether it was a requested, required or discretionary upgrade. Nevertheless, AmdoSoft will provide its reasonable efforts to help you to find a workaround.

#### 6. Security

Access to AmdoSoft operations center and systems is restricted to authorized personnel. AmdoSoft ensures that its employees and contractors are familiar with and understand its policies. AmdoSoft will make its best commercial efforts to protect the security of its systems and services, and the data that resides therein.

#### 7. Data Retention

AmdoSoft shall not be held responsible for retaining any of your data after account termination, unless as expressly provided hereunder. All data is deleted from the servers after the account is terminated and from back-ups during scheduled back-up rotation or earlier, at AmdoSoft's convenience. AmdoSoft shall not restore, provide on any storage media, or otherwise transmit any data pertaining to existing or terminated accounts.

#### 8. Incident Reports, Credits and Refunds

If an incident causes one or several of the Services selected by you to be unavailable temporarily, you may be credited and/or refunded in accordance with the "Service Unavailability Credits" section applicable for each Service.

AMDOSOFT SHALL HAVE NO LIABILITY OF ANY KIND WHATSOEVER FOR SERVICE UNAVAILABILITY OTHER THAN WHAT IS EXPRESSLY PROVIDED IN THE APPLICABLE "SERVICE UNAVAILABILITY CREDITS" SECTIONS HEREIN.

To request a credit and/or a refund for any loss of Service, the client must file a report (an "Incident report") within fifteen (15) days of the loss of Service event's occurrence to support@amdosoft.co.uk. This Incident report must contain a detailed description of the Services affected, observed problems and duration of the event.

Before processing any credit request, AmdoSoft's accounting team will validate the information provided by the customer in the Incident report to confirm the loss of Service availability, its timeframe and corresponding credit and/or refund. Credit shall be applied to the next invoice for the affected Service.

#### 9. Maximum Aggregate Credits And Refunds

In any case credits and/or refunds are granted to a client for such loss of Service, the maximum aggregate cumulative amount of such credits and/or refunds, in any given month for any given Service, shall not exceed to total amount of fees otherwise payable by you for this Service during this month. You are not entitled to a credit and/or refund if you are in breach of the MSA (and any of the documents incorporated thereof), including breach of payment obligations, at the time of the occurrence of the event giving rise to the credit until you have cured the breach. You are not entitled to a credit and/or refund if the event giving rise to the credit and/or refund would not have occurred but for your breach of the MSA (and any of the documents incorporated thereof) or your fault or negligence.

#### 10. Certain Operational Customer Responsibilities

To access and use the Services, you must provide, without limitation:

- an Internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading;
- a fully functional Internet browser;

#### 11. Trademarks

You acknowledge that "AmdoSoft" and "b4" are registered trademark used under license by AmdoSoft Systems Inc. This Agreement does not transfer any intellectual or other property or proprietary right on the above trademarks.

#### 12. Best commercial effort

Some of the Services and of the obligations herein are on a best commercial effort basis. For the purpose of this SLA, "best commercial effort" means that AmdoSoft will use reasonable endeavours to provide any of the above features but without any guarantee of achieving the desired results.

#### 13. Previous Versions of this SLA

This version of the SLA supersedes any and all previous versions of the applicable SLA distributed or made available by AmdoSoft, its representatives or agents. The procedure to change this SLA is governed by the terms and conditions of the MSA.

## B. SPECIFIC TERMS AND CONDITIONS : b4 Virtual Client Services

### 14. Additional defined terms for b4 Service:

"Servers" means virtualized servers for the b4 Service.

"User" means a unique individual or device that is authorized to access or otherwise use the Service.

Other capitalized terms in this SLA have the meaning set forth in the MSA unless they are otherwise defined herein or the context requires otherwise.

### 15. Services description

#### i) Managed b4 Services

b4 Services are provided as a network-based Service.

AmdoSoft provides all server and software maintenance, including 24/7 monitoring, deployment of software patches, bug fixes, service packs, and same-version upgrades, and monitors and manages user accounts according to the provisions set forth in this SLA.

### 16. Disaster Recovery

Backups are monitored and checked for errors, and regularly scheduled tests of the restoration procedures are performed.

Backup parameters and copy retention time is as defined by your Services description available on the Administrative Portal. AmdoSoft does not warrant, however, that a valid backup is available for every day of this period. If a disruption of the Service occurs, AmdoSoft will assign its highest priority and will make its best commercial efforts to ensure the timely restoration of the Service. Depending on the type of disruption that has occurred, AmdoSoft may elect to first restore the Service without the data. Any data not immediately accessible after a disruption in the Service will be restored from the most recent backup and made accessible with AmdoSoft's highest priority. In order to ensure the readiness of AmdoSoft's operators to complete the offline restoration process, AmdoSoft runs frequent drills to test restoration performance. AmdoSoft is not liable for data loss resulting from the failure or loss of backup media.

### 17. Restoration

AmdoSoft recognizes that from time to time, your users or administrators may mistakenly delete, in whole or in part, items in your database, as applicable. As this is not a system fault and restoration may require partial implementation of AmdoSoft's disaster recovery procedures, AmdoSoft reserves the right to charge you, and you agree to pay for, restorations fees of 120.- GBP per hour, plus taxes. AmdoSoft does not warrant the integrity of the content of each individual backup.

### 18. Maintenance

Scheduled Maintenances. Planned maintenances are typically scheduled between 11:00 PM and 3:00 AM UTC+1. Two-day prior notice shall be given by AmdoSoft. Hot Fixes. Installation of urgent "hot fixes" is scheduled as quickly as possible after testing, and a notification is sent to you. The two-day notification mentioned above is waived for urgent

hotfixes. AmdoSoft also reserves additional two (2) two-hour maintenance windows on Wednesdays and Saturdays from 11:00 PM to 1:00 AM (UTC+1), during which the servers may be offline for urgent fixes.

#### 19. Inactive/Disabled Account Policy

Accounts that have been inactive or disabled either by you contacting AmdoSoft and requesting the account be terminated, by you using AmdoSoft's administration tools to terminate the account, or by AmdoSoft's account service team due to delinquent payment or otherwise, may be permanently deleted seven (7) days, as applicable, after the date of account termination unless you agree to pay a AmdoSoft's applicable maintenance fees for the inactive accounts.

#### 20. End-user Support

AmdoSoft does not provide end-user support for b4 Service except if otherwise agreed in a signed Agreement.

#### 21. Application Service availability

AmdoSoft covenants to a 99,00 % average scheduled availability of the Service. This warranty is calculated on a monthly basis.

Availability is defined as the ability for a user, within an organization, to connect to a Service and access to b4 Dashboard. Any circumstance beyond AmdoSoft's reasonable control, including but not limited to the following conditions, are excluded from the calculation of availability: problem located on the client's side, including network/Internet issue, problem with 3<sup>rd</sup> party application; loss of Service availability due to Network Attack such as DDoS, SYN or similar attacks, issue caused by DNS resolution and/or domain name or certificate expiration; software "bugs" or problems within used products creating service interruptions, hardware bug or failure beyond high-availability system; problem located outside our control within the Datacenter exploited by AmdoSoft, such as Internet and power availability or any other situation mentioned within this SLA. AmdoSoft calculates uptime as a percentage of the time in a month (30 days X 24 hours X 60 minutes) during which the system is available, excluding, but not limited to, the conditions above and all scheduled and urgent maintenances. Any loss of Service availability lasting less than five minutes will not be included in the calculation of Service availability. AmdoSoft calculates Service availability based on both monitoring system and incident report from engineering team.

#### 22. Service Unavailability Credits

On a per-Service basis, for each month in which the availability is below an average of 99,00% as applicable per section 23 as calculated above, AmdoSoft will reduce the amounts due and payable to it relating to such Service for such month by 5%. In addition, for every 1% loss of availability below the targeted average availability during the same calendar month, AmdoSoft will further reduce the amounts due and payable to it relating to such Service for such month by another 2.5%. Because of the architecture that AmdoSoft has created to provide the Service, users within an organization may be spread across separate and distinct servers.

Additionally, this SLA does not cover any issues caused by third party hardware or software will not be considered downtime. If you change AmdoSoft access, AmdoSoft can't be held responsible for update not being deployed. Any of these diminished

functioning are not considered downtime and are excluded from availability calculations. Your request Incident report must describe the downtime, including the specific servers affected, the start and end time of the downtime, and specifically how your use was adversely affected.

#### 23. Platform Administration

AmdoSoft will provision the initial environment and will be responsible for adding users, establishing permissions, and customizing the interface. AmdoSoft reserves the right to charge you, and you agree to pay for, fees of 120.- GBP per hour, plus taxes for such services.

#### 24. System Abuse

You shall not use a b4 Services by publishing your login information. Any scripts you use in connection with your b4 Services must be written such that they do not consume a disproportionate amount of computing and bandwidth resources. Using the b4 Services in a way that creates operational disturbances for other AmdoSoft customers or for the AmdoSoft systems generally shall be deemed consuming a disproportionate amount of computing and bandwidth resources.

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