



INNERGY SERVICE LEVEL EXHIBIT (SLA)

This Service Level Exhibit is a Service Exhibit under the MSA and applies only to cloud-hosted or SaaS-based Services. Microvellum and any other locally installed, desktop, on-premises, or customer-hosted software is excluded from this Service Level Exhibit, and no uptime, availability, service level, or service credit commitments apply to such software. Support for locally installed, desktop, on-premises, or customer-hosted software may be provided as specified in the applicable Product Terms but is governed by the applicable Product Terms and not by any SLA commitments under this Service Level Exhibit.

1. Uptime Target. INNERGY will use commercially reasonable efforts to make the Platform available at least 99.5% of the time each month, measured as: $(\text{Total Minutes in Month} - \text{Downtime Minutes}) / \text{Total Minutes in Month} \times 100$. The uptime target is a commercially reasonable objective and does not constitute a warranty or guarantee of uninterrupted availability, and Customer's sole and exclusive remedy for any failure to meet the uptime commitment is the service credit expressly provided in Section 3. The warranty disclaimers set forth in the MSA apply to all aspects of Platform availability and performance.

2. Downtime Definition. "Downtime" means the Platform is materially unavailable to Customer as confirmed by INNERGY's monitoring tools. Downtime does not include:

- (a) Scheduled maintenance (with at least 48 hours' notice, performed outside standard support hours where practicable).
- (b) Downtime caused by Customer's equipment, networks, or software.
- (c) Force majeure events.
- (d) Downtime caused by Customer's breach of the MSA or Acceptable Use Policy.
- (e) Downtime of third-party components, activation servers, integrations, or other external dependencies not controlled by INNERGY.
- (f) Downtime during beta, trial, or preview features.
- (g) Periods during which Customer's access to the Services is suspended pursuant to the MSA.

3. Service Credits.

(a) If INNERGY fails to meet the monthly uptime target, Customer may request a service credit by submitting a support ticket or other written request within thirty (30) days after the end of the affected month. Service credits are applied against future invoices. Credits do not entitle Customer to a cash refund. For purposes of this Section 3, "Monthly Fee" means



one-twelfth (1/12) of the annualized Fees for the affected Service. Service credits are calculated as follows:

Monthly Uptime	Credit (% of Monthly Fee)
99.0% to < 99.5%	5%
95.0% to < 98.9%	10%
< 95.0%	20%

(b) Service credits are Customer's sole and exclusive remedy, and INNERGY's entire liability, for any failure to meet the uptime target or any unavailability of the Platform. Maximum service credits in any month will not exceed 20% of the monthly Fee for the affected Service. All service credits are subject to the limitation of liability set forth in the MSA.

4. Performance Monitoring. INNERGY maintains monitoring tools to measure Platform availability and performance. INNERGY may provide Customer with access to a status page or other customer-facing resource showing availability data, as made available by INNERGY from time to time. INNERGY may modify, replace, or discontinue the status page, customer-facing resource, or underlying monitoring tools at any time without notice.



INNERGY MAINTENANCE AND SUPPORT EXHIBIT

This Maintenance and Support Exhibit is a Service Exhibit under the MSA. Product-specific support scope is defined in the applicable Product Terms.

1. Support Channels. INNERGY provides support via:

- (a) INNERGY Knowledge Base (web-based portal) for submitting and monitoring tickets.
- (b) Email support.
- (c) Phone support during support hours.
- (d) Pre-scheduled web conference meeting

The Knowledge Base is the primary tool for support requests.

2. Support Hours.

- (a) Standard support hours are 8:00 AM to 5:00 PM in the time zone specified in the Order Form (default: Central Time, U.S.), Monday through Friday, excluding INNERGY-observed holidays.
- (b) For global customers, INNERGY may offer extended support hours as specified in the Order Form or Maintenance and Support Exhibit.

3. Severity Levels and Response Targets. The response targets below are commercially reasonable objectives. They do not constitute service level commitments or warranties and do not give rise to service credits or other remedies.

Severity	Definition	Initial Response Target
1 (Critical)	Platform is down or a core function is completely unavailable, affecting all or substantially all Authorized Users, with no workaround.	1 hour during support hours
2 (High)	A major function is significantly impaired, affecting multiple Authorized Users, with limited workaround.	4 hours during support hours



Severity	Definition	Initial Response Target
3 (Medium)	A function is impaired but a reasonable workaround exists, or the issue affects a limited number of users.	1 business day
4 (Low)	General questions, cosmetic issues, feature requests, or issues with minimal operational impact.	2 business days

4. Escalation Procedures. INNERGY has sole discretion to classify and reclassify the severity level of any support case based on its reasonable assessment of the issue's impact and scope.

- (a) **Level 1:** Support agent triages and attempts resolution.
- (b) **Level 2:** Escalation to senior support engineer or product specialist if unresolved within the initial response target.
- (c) **Level 3:** Escalation to engineering/development team for Severity 1 and 2 issues unresolved within 8 hours.
- (d) **Management Escalation:** Customer may request management escalation at any time by contacting support-escalation@innergy.com.

5. Updates and Releases.

INNERGY may make software updates (bug fixes, patches, minor releases) available to Customer at no additional charge during the Service Term. Major version upgrades may be subject to additional fees as specified in the applicable Product Terms or Order Form. For desktop or locally installed Software, the availability of updates, upgrades, and releases is subject to the applicable Product Terms, including Supported Version requirements.

6. Scope Exclusions. Support does not include:

- (a) Custom programming or development (available as Professional Services).
- (b) On-site services (available under a SOW).
- (c) Custom Training (available as Professional Services).



(d) Support in any language other than English (Customer must provide translation at its expense).

(e) Customer's business continuity, archival, export, or legal retention requirements for Customer Data, except for platform-level backup and disaster recovery practices that INNERGY provides for hosted Services under the MSA, Security Exhibit, or applicable Product Terms.

(f) Issues arising from Customer's modifications, third-party software not recommended by INNERGY, or Customer's failure to maintain compatible hardware/software environments.

7. Remote Access. INNERGY support agents may use web-based remote desktop tools to access Customer's systems during support sessions. INNERGY will follow appropriate discretion and protocols during remote sessions. Customer's authorization of remote access is a condition of receiving remote support. All support subscribers must maintain a working internet connection. Support quality and response times may be affected if Customer's internet is unavailable.

8. Case Retention. INNERGY may retain, archive, or delete support cases and related attachments in accordance with its then-current support systems, records practices, and legal obligations.

9. Modifications. INNERGY may modify its support processes, channels, severity definitions, escalation procedures, and support tools from time to time, provided such modifications are designed to maintain the overall level of support provided under this Exhibit. INNERGY will use commercially reasonable efforts to notify Customer of material changes to its support offerings. Any modifications made in accordance with this Section shall not constitute a breach of this Exhibit or the MSA. For the avoidance of doubt, modifications to this Exhibit are not subject to the policy update procedures set forth in Section 18.7 of the MSA.