Enlighted

SERVICE LEVEL AGREEMENT

This Service Level Agreement (this "SLA") sets forth the uptime to which Building Robotics, Inc. (hereinafter referred to as "Enlighted") will commit to the production version of each Cloud Services. Any terms not otherwise defined herein shall have the meanings set forth in the individual contract for the service offering (the "Agreement") entered into between Enlighted and Customer.

Enlighted commits to provide 95% uptime with respect to its cloud applications each calendar month, excluding regularly scheduled maintenance times.

If Enlighted is unable to meet this uptime commitment three (3) or more times in a calendar year and the Customer was negatively impacted (i.e., Customer attempted to log into or access the Service and the attempt failed due to the unscheduled downtime of the Service), then Customer will have the right to terminate the Agreement upon thirty (30) days written notice to Enlighted without penalty.

Any remedy provided to Customer shall be the sole and exclusive remedy available to Customer with respect to a failure by Enlighted to meet its obligations under this SLA.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least one full US business day in advance of the maintenance time. Enlighted hereby provides notice that every Saturday night 8:00pm - 10:59pm Eastern Time is reserved for routine scheduled maintenance for use as needed. Enlighted reserves the right to extend or change the time of the scheduled maintenance windows. Enlighted will use commercially reasonable efforts to notify Customer at least seven days prior to any change to the regularly scheduled maintenance.

Enlighted in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify Customer in advance in accordance with the Updates/Notice section set forth below. Such unscheduled maintenance will be counted against the uptime commitment.

Claim Request

In order to receive the remedies described in this SLA, Customer must open a support case with Enlighted within five (5) days of the end of the applicable month. Customer's support case submission should be submitted to https://support.enlightedinc.com/help/s/contactsupport and must include all of the following:

(1) The wording "SLA Claim" in the subject field of the case entered by the Customer;
(2) The dates and times of outage for the claim;
(3) Any supporting documentation related to the applicable outage.

Any claims not submitted by Customer within the time period specified in this SLA may be denied by Enlighted and Enlighted will have no further obligation to Customer with respect to such failure to meet the SLA.

Customers who are past due or in default with respect to any payment or any material contractual obligations to Enlighted are not eligible for any claim under this SLA.

Enlighted shall calculate any service level downtime using Enlighted's system logs and other records.

SLA Exclusions

The SLA does not apply to: (1) any Enlighted Sandbox, Beta, Test, Demo, Limited Availability, Free Services, or other debugger accounts and environments; (2) outages caused by factors outside of Enlighted's reasonable control; (3) outages caused by Customer software or hardware, or both; (4) outages that resulted from abuse or other behaviors that violate the terms of the Agreement; (5) Enlighted hardware (covered in hardware warranties); (6) Enlighted on-premise software.

With certain roles and permissions granted by the Customer, users may have the ability to disrupt service via the user interface or API by making changes to configurations, initiating upgrades, restarting services, and/or otherwise interrupting services. The SLA does not apply to these disruptions. It is the responsibility of the Customer to responsibly manage user roles and privileges to mitigate these types of user-created interruptions.

Severity Levels and Target Initial Response Time

Enlighted will use commercially reasonable efforts to respond to each severity level within the applicable response time described in the table below, depending on the severity level of the case.

Severity Level	Issue Description	Target Response Time
1	Critical production issue affecting all Users, including system unavailability and data integrity issues with no workaround available.	2 Hours
2	Major functionality is impacted or performance is significantly degraded. Issue is persistent and affects many Users and/or major functionality. No reasonable workaround is available.	4 Hours
3	System performance issue or bug affecting some but not all Users. Short-term workaround is available, but not scalable.	1 Business Day

Enlighted must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with Enlighted to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate.

Updates/Notice - This SLA may be amended by Enlighted at its discretion. The amended SLA will be posted to the Enlighted website.