

## SERVICE LEVEL AGREEMENT

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This Service Level Agreement (the "Agreement") is made

**BETWEEN:** **Benchly, Inc.** (the "Licensor"), a corporation organized and existing under the laws of the State of Delaware, with its principal office located at:

1773 Westborough Drive  
Katy, TX 77449

**AND:** All customers or clients of Benchly, Inc., including those who have executed an End User License Agreement (EULA), hereinafter collectively referred to as "Licensee." This includes any individual, company, or entity that has entered into a contractual agreement with Benchly, Inc. for the use of its Software under the terms and conditions stipulated in the EULA.

### 1. Purpose.

This Service Level Agreement (SLA) serves to ensure software access continuity by defining the expected availability and performance standards of the software provided by the Licensor. It plays a crucial role in incident mitigation by establishing protocols for identifying, reporting, and resolving software incidents promptly. The SLA also delineates the delivery of support, specifying response and resolution times, which ensures that the Licensor provides timely and effective assistance. Moreover, it offers clarity of support expectations, setting transparent guidelines for both parties regarding the scope and quality of support services, thus fostering a reliable and accountable relationship between the Licensor and the Licensee.

### 2. Definitions.

The following section contains definitions for key terms used throughout this Agreement. These definitions are provided to ensure clarity and a mutual understanding of the terms and conditions specified herein. Each defined term will have the meaning assigned to it in this section whenever it is used in this Agreement, unless the context requires otherwise. This section aims to eliminate any ambiguity and to facilitate a clear interpretation of the Agreement's provisions.

**"Available" or "Availability"** means the Software shall: (a) be accessible and usable over the Internet; (b) deliver the functionality and content specified in the End User License Agreement (EULA); and (c) operate free from any Severity 1 or Severity 2 Defects, except for minor malfunctions that do not hinder an Authorized User's ability to use the Software to achieve its intended purpose.

**"Defect"** means a malfunction of the Software that results in the functionality deviating from the expected functionality as designed, or a failure of the Software to operate in accordance with the End User License Agreement (EULA) and this Service Level Agreement (SLA).

**"Force Majeure"** means an act or event beyond the control and without any fault or negligence of Licensor. Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Licensor.

**"Incident"** means an unplanned interruption or reduction in the quality of the software service, requiring immediate investigation and resolution by the Support Team. It encompasses any unexpected event that disrupts normal software operations and affects the Licensee experience or

service Availability.

**“Licensee”** means the party that receives the right to use the Software from the Licensor under specified terms in this Agreement.

**“Licensor”** means the party, in this case, Benchly, Inc., that grants the Licensee the right to use the software under the specified terms in this Agreement.

**“Software”** refers exclusively to the proprietary computer programs, applications, and associated data developed by Licensor. This software is licensed for use strictly under the terms specified in the End User License Agreement (EULA) and is commercially available only through authorized Benchly channels. The use of this software is subject to adherence to Benchly's licensing conditions, ensuring its commercial integrity.

**“Maintenance”** means the ongoing support and services provided by the Licensor to ensure the software remains functional, secure, and up to date, including bug fixes, updates, and technical assistance.

**“Response Time”** means the duration between the initial reporting of an issue or request by the customer and the acknowledgment or commencement of action by the support team.

**“Resolution Time”** means the total duration from the initial reporting of an issue or request by the Licensee to the complete resolution of the issue or fulfillment of the request by the support team.

**“Severity 1”** means a Defect that creates a critical incident with a very high impact that can involve a complete system outage, customer data loss, security breaches, or critical infrastructure failures.

**“Severity 2”** means a Defect that creates a major incident with a significant impact that includes disruptions such as partial system inaccessibility or affects critical functionalities.

**“Severity 3”** means a Defect that creates a moderate incident with a moderate impact that may affect non-critical functionalities or cause inconveniences for users.

**“Severity 4”** means a Defect that creates a minor incident with a low impact that may include non-critical feature malfunctions or low-priority user complaints.

**“Support Team”** means a dedicated group of Licensor employees responsible for providing technical assistance, resolving issues, and ensuring the proper functioning of the Software provided to the Licensee.

**“Term”** means the duration of time during which the Agreement is effective and enforceable, starting from the effective date of a corresponding End User License Agreement (EULA) and ending on the termination date as specified in that EULA.

**“Update”** means modifications, improvements, or patches provided by the licensor to enhance or fix issues in the existing software.

### **3. Service Description.**

This Service Level Agreement (SLA) is entered into for the sole purpose of defining the level of service expected from Licensor by Licensee. This SLA outlines the specific metrics, responsibilities, and expectations to ensure the delivery of high-quality services with minimal interruption.

- A) **Scope.** Software support services are provided through the Licensor Support Team. This team is committed to delivering quality customer service and technical solutions in

support of customers' continuous access to the Software. To ensure the best possible support, the Support Team provides Licensees with this Service Level Agreement outlining specific services, priorities, and responsibilities related to the support of Licensor's Software. For Licensee, client connectivity and infrastructure support are covered by this agreement as well as first-level support provided by the Support

- B) **Services.** The Support Team provides support to all Licensees who require assistance in the following areas, but not limited to:

Support Type	Terms
Technical Support	Includes assisting Licensee in its use of the Software, resolving technical Defects, and communicating relevant information regarding the Software.
Communication Support	Includes access to the Support Team via unlimited telephone and email consultation as well as all resolution communication.
Administrative Support	Includes user maintenance (administrative provisioning, password resets, licensing), troubleshooting assistance and response to general inquiries.

- C) **Term.** The Term of the Agreement shall be determined by the Term defined in the End User License Agreement (EULA) executed by both the Licensor and Licensee.

#### 4. Availability and Uptime.

Licensor shall ensure that the Software is available 99.9% of the time, excluding the time the Software is not Available as a result of one or more of the following exceptions:

- A) Any scheduled maintenance or planned downtime for which the Licensor provides a minimum of one (1) week's advance written notice to the Licensee;
- B) Any delay, act, or omission by the Licensee, or any access to or use of the Software by the Licensee, or by any individual using the Licensee's user identification and password, that is not in compliance with the terms and conditions of this Agreement; or
- C) A Force Majeure event.

#### 5. Support Team Operational Hours.

Support Team services can be accessed during the following hours of operation:

Monday – Friday	7:00 AM to 6:00 PM
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\*all times are in Central Standard Time

#### 6. Initiation of Support Requests and Response Targets.

Support Team services can be accessed through the following channels. **Requests for support submitted through any channels other than those specified in this Agreement may not be received or acknowledged, and therefore will not be subject to the terms of this Service Level Agreement.** All support requests are expected to have a first-level response within the corresponding Response Targets:

Contact Channel	Response Target
Phone (281) 293 – 9900 ext. 2	80% answered in <60 seconds
Online Chat (www.benchly.com)	80% answered in <60 seconds
Email (support@benchly.com)	80% answered in <1 hour
Voicemail (281) 293 – 9900 ext. 2	80% answered in <2 hours

## 7. Maintenance and Updates.

- A) **Maintenance.** Throughout the Term, the Licensor shall be responsible for the ongoing maintenance of the Software to ensure its stability, security, and performance. This includes the application of necessary patches and fixes to address any identified bugs, security vulnerabilities, and performance issues. The Licensor shall provide at least one (1) week's advance notice for any scheduled maintenance activities that may affect the availability of the Software, ensuring such activities are conducted during off-peak hours to minimize disruption. Emergency maintenance may be performed as required to resolve critical issues, with immediate communication to the Licensee regarding the nature and expected duration of the maintenance.
- B) **Updates.** Throughout the Term, the Licensor shall provide updates to the Software that may include bug fixes, feature additions, and feature enhancements. The Licensor shall notify the Licensee in advance of any upcoming updates and will furnish installers or deployment instructions as necessary to ensure seamless integration of the updates. These updates aim to improve the functionality, security, and overall performance of the Software. The Licensor will strive to schedule updates during off-peak hours to minimize disruption and will communicate any required actions from the Licensee to facilitate the update process.

## 8. Incident Management.

- A) The Licensee shall investigate and rectify any Defect in accordance with the applicable Severity Levels, Response and Resolution Times.
- B) In the event a Defect is determined to be caused, in whole or in part, by the Software, the Licensee shall mitigate the disruption and shall be held accountable for any failures to meet the Response and Resolution Times.
- C) Severity Levels, Response Times, and Resolution Times during the Days and Hours of Coverage are defined in the following table:

Severity Level	Response Times	Resolution Times
<b>Critical (1)</b>	Within 30 minutes	24 hours
<b>Major (2)</b>	Within 1 hour	24 hours
<b>Medium (3)</b>	Within 4 hours	48 hours
<b>Minor (4)</b>	Within 8 hours	72 hours

- D) The Response Time shall be calculated from the moment a Ticket is initiated until the moment repair efforts commence.

- E) Resolution Time shall be calculated as the duration between the initiation of the Ticket by the Licensee, in accordance with the mutually agreed-upon procedures, and the time the Licensor's Support Team declares the actions to resolve the Defect as completed, subject to verification by the Licensor.
- F) The Licensor agrees to deploy reasonable efforts to address and rectify any incidents affecting Availability in a timely manner. The Licensor shall fully utilize its available resources practicable to mitigate the impact of such incidents and restore normal service operations as swiftly as is reasonably feasible under the circumstances.