

Serenova, LLC (“Serenova”), formerly known as LiveOps Cloud Platform, LLC will provide the CxEngage Platform (“CxEngage”) according to the metrics described herein to Customers who have signed an Order Form and entered into the Master Subscription Agreement (the “Agreement”) with Serenova. This **SERVICE LEVEL ADDENDUM (“SLA”)** does not cover other services that may be provided by Serenova, including professional or technical services, the Classic platform, call recording, consulting or configuration assistance.

Serenova endeavors to make CxEngage available not less than 99.95% of the time, subject to the terms and conditions of the Agreement and this SLA.

1. **Definitions.** For purposes of this SLA, the following capitalized terms shall be given the meaning set forth below:

“**Availability**” means $[(\text{Base Time} - \text{Unavailable Time}) / (\text{Base Time})] \times 100$.

“**Base Time**” means the total number of minutes in the Reporting Period, which is calculated by counting the number of days in the Reporting Period and multiplying that number by twenty-four hours, then multiplying the output of the original calculation by sixty minutes.

“**Business Day**” means a day within the Normal Operating Hours.

“**Business Hour**” means an hour within the Normal Operating Hours.

“**Customer**” shall mean the party contracting with Serenova pursuant to an executed Order Form and Master Subscription Agreement.

“**Customer Portal**” means the web page where Customer submits issue or error reports, currently accessed via the customer login link at <http://www.serenova.com/support>.

“**Designated Contact**” refers to the up to three accounts (individual or group) designated by Customer to make support calls to Serenova pursuant to the paragraph entitled “Error Reporting” set forth below.

“**Normal Operating Hours**” means the time period from Sunday 12:00 PM to Friday 8:00 PM, Pacific Standard Time or Pacific Daylight Time.

“**Platform Error**” means a failure of the Service to function as intended, which failure would not have occurred but for: (i) insufficient infrastructure capacity; or (ii) improper maintenance; provided, however, that such failure is not attributable to: (a) incorporation or utilization of any third-party technology not provided by Serenova with the Service; or (b) use of the Service for other than the specific purposes for which it was designed, or an error arising from or related to any other third party whose performance is not the responsibility of Customer. The foregoing subsections (ii) (a) and (ii) (b) of this definition shall be deemed “Non Platform Errors” in the reasonable sole discretion of Serenova.

“**Priority Level Classification**” means the priority level assigned by Serenova to a Customer reported issue according to the priority level definitions below:

i. “Priority 1” means an issue that results in voice calls or chat messages not being completed properly through the Service such that the Customer’s entire tenant is affected or such that an entire region in which Customer operates is affected; or an issue that results in SMS, email, social networking and other message types supported by the Service not being routed between the Service and applicable network gateways such that the Customer’s entire tenant is affected or such that an entire region in which Customer operates is affected.

ii. “Priority 2” means an issue that has a material impact on Customer’s Users’ ability to use critical features or functions of the Service, but does not materially affect Availability.

iii. “Priority 3” means an issue that has a material impact on Customers’ ability to use certain features or functions of the Service, but does not materially impact Customer’s ability to use critical features or functions of the Service and has no material impact on Customer’s business operations or Availability.

“**Unavailable Time**” means the customer-facing CxEngage Platform is not available for log-in in the Region according to Serenova’s performance and

monitoring services and metrics; provided that issues or outages relating to any Exclusions shall not be deemed as Unavailable Time.

“**Region**” means the AWS location that Customer’s master tenant is stored.

“**Reporting Period**” means Customer’s billing period as identified on Customer’s invoices.

“**Service**” means Serenova’s CxEngage contact center platform.

“**Target Availability**” means an Availability level of 99.95%.

2. **Availability.** Provided that Customer remains in compliance with the Agreement and current in its payment obligations to Serenova, Serenova will use reasonable efforts to maintain Target Availability of the Service with respect to licensed communication channels in accordance with the terms of this SLA and the Agreement.

3. **Exclusions.** Notwithstanding anything to the contrary, no Unavailable Time shall be deemed to have occurred with respect to any unavailability, suspension or termination related to the CxEngage Platform, that (i) are caused by factors or otherwise are outside of Serenova’s reasonable control, including, without limitation, any force majeure event, platform, direct carrier, web carrier or third party carrier related problems or issues, beyond the demarcation point of Serenova or its direct hosting subcontractors; (ii) result from any actions or inactions of the Customer, User, or any third party (other than Serenova’s direct subcontractors); (iii) arise from Serenova’s suspension and termination of Customer or a User’s right to use the Service in accordance with the Terms of Service, Acceptable Use Policy or the Agreement; (iv) arise during any planned or scheduled downtime or maintenance; (v) are related to alpha, beta, or not otherwise generally available Serenova features or products (vi) arise due to insufficient capacity or due to Customer exceeding the quantity ordered on a signed Order Form; or/and (vii) issues solely affecting performance degradation (collectively, the “Exclusions”)

4. **Support.**

4.1 Error Reporting

Customer must report issues or errors through its Designated Contacts by submitting the case online through the Customer Portal (case submission hereinafter “Error Report”). Customer’s report must include Customer’s reasonable good faith assessment of the appropriate Priority Level Classification for the issue. Customer may also request escalation of an issue which Customer reasonably believes is Priority 1 via the support portal. If Serenova determines that a reported error is a Non Platform Error, then Customer shall reimburse Serenova on a time and materials basis at Serenova’s then-standard consulting rates for reasonable troubleshooting and correction costs to the extent attributable to the Non Platform Error.

4.2 Trouble Tickets and Response Time Targets

For each Error Report issued online through the support portal, Serenova shall make all commercially reasonable efforts to acknowledge receipt of the Error Report to Customer no later than within two (2) hours of receipt of Customer’s email report. All further communications for an Error Report shall be via email except in the case of issues that after initial reporting are determined to require telephone communications for troubleshooting and correction. Upon receipt of Customer’s Error Report, Serenova will open a trouble ticket, initiate communications with Customer, and initiate actions to assign a Priority Level Classification. Serenova will make all commercially reasonable efforts to assign technical resources to address and resolve the problem according to the Response Expectation Process in Section 4.3 below.

4.3 Response Expectation Process:

Priority 1: Serenova shall make all commercially reasonable efforts to assign a Priority Level Classification to issues identified by Customer as Priority 1 within two (2) hours of receipt of Customer's Error Report. For issues classified by Serenova as Priority 1, Serenova shall apply immediate technical resources and all commercially reasonable efforts to resolve the issue. Efforts shall continue until the problem is resolved or downgraded to a lower priority level, and Serenova will provide updates to Customer on an agreed upon frequency.

Priority 2: Serenova shall make all commercially reasonable efforts to assign a Priority Level Classification to issues identified by the Customer as Priority 2 within eight (8) Business Hours of receipt of Customer's Error Report if received during Normal Operating Hours or, if received outside of Normal Operating Hours, within eight (8) Business Hours following the first resumption of Normal Operating Hours. For issues classified by Serenova as Priority 2, Serenova shall make all commercially reasonable efforts to resolve the issue, either by permanent solution or temporary fix, within one (1) Business Day. Serenova will provide updates to Customer on an agreed upon frequency.

Priority 3: Serenova shall make all commercially reasonable efforts to assign a Priority Level Classification for issues identified by the Customer as Priority 3 within two (2) Business Days of receipt of Customer's Error Report. Serenova will assign technical resources on an as available basis to address the problem, and will make reasonable efforts to provide updates to Customer periodically based on the nature of the problem and availability of resources.