

## NiceLabel PowerForms Cloud Service Level Agreement (SLA)

1. Standard terms applicable to all Service Levels outlined herein:
  - a. Definitions
    - i. "Customer" refers to the organization that has signed an agreement ("Agreement") under which it has purchased Euro Plus PowerForms Cloud services from Euro Plus.
    - ii. "NiceLabel PowerForms Cloud Dashboard" means the online dashboard available to the Customer for the purposes of administration of the Service.
    - iii. "Web Printing Client" is the user that uses the Service for the purposes of online label printing and was configured by the Customer through NiceLabel PowerForms Cloud Dashboard.
    - iv. "Document Storage" is the online document storage offered by NiceLabel PowerForms Cloud Service and is accessible through NiceLabel PowerForms Cloud Dashboard.
    - v. "Web Printing Solution" is the solution Customer provides to the Web Printing Client for the purposes of online label printing.
    - vi. "Customer Support" means the business team within Euro Plus that provides services to assist Customer to resolve issues with the Services.
    - vii. "Incident" means any set of circumstances resulting in a failure to meet a Service Level except for Incident as defined under SLA exclusions.
    - viii. "Euro Plus" means the Euro Plus d.o.o. entity that signed your Euro Plus Agreement.
    - ix. "Service" or "Services" refers to the NiceLabel PowerForms Cloud service provided to Customer pursuant to the Agreement.
    - x. "Service Credit" is the percentage of the monthly service fees for the Service that is credited to Customer for a Service Level not met pursuant to this SLA.
    - xi. "Service Level" means standards Euro Plus adheres to and by which it measures the level of service it provides as specifically set forth below.
  - b. It shall be in the sole discretion of Euro Plus to determine whether Euro Plus has met the Service Level agreed in this SLA. Customer must at all times cooperate with Euro Plus in testing, determining and verifying that a qualifying Service outage has occurred.

c. Service Credit Claims

- i. Euro Plus provides this SLA subject to the following terms. These terms will be fixed for the duration of the initial term of the subscription. If a subscription is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term.
- ii. In order to be eligible to submit a Claim with respect to any Incident, the Customer must first have notified Customer Support of the Incident, using the procedures set forth by Euro Plus, communicated to the Customer through Agreement, this SLA and directly by Euro Plus, within maximum five business days following the Incident.
- iii. To submit a Claim, Customer must contact Customer Support and provide notice of its intention to submit a Claim within maximum two business days following the Incident. Customer must provide to Customer Support all reasonable details regarding the Claim, including but not limited to, detailed descriptions of the Incident(s), the duration of the Incident(s), the NiceLabel PowerForms Cloud Dashboard or Web Printing Clients affected and any attempts Customer or its Client made by itself to resolve the Incident.
- iv. In order for Euro Plus to consider a Claim, Customer must submit the Claim, including sufficient evidence to support the Claim, by the end of the billing month following the billing month in which the Incident which is the subject of the Claim occurs.
- v. Euro Plus will use all information reasonably available to it, namely information received by the Customer and information collected by its Customer Support, to validate Claims and make a good faith judgment on whether the SLA and Service Levels apply to the Claim.

d. SLA Exclusions

- i. This SLA and any applicable Service Levels do not apply to any performance or availability issues:
  1. Due to factors outside Euro Plus's reasonable control;
  2. That resulted from Customer's or third-party hardware or software;
  3. Caused by the failure or deficient performance of power, equipment, services or systems not provided by Euro Plus;
  4. That resulted from actions, inactions, misconduct or accident of Customer or third parties or any other breach of the Agreement;

5. Caused by Customer's use of the Service after Euro Plus advised Customer to modify its use of the Service, if Customer did not modified its use as advised;
6. During Scheduled Downtime (maintatenance or upgrades);
7. During beta and trial services (as determined by Euro Plus);

e. Service Credits

- i. The amount and method of calculation of Service Credits is described below in connection with each Service Level description.
- ii. Service Credits are Customer's sole and exclusive financial remedy for any violation of this SLA.
- iii. The Service Credits awarded in any calendar month shall not, under any circumstance, exceed Customer's monthly service fees.
- iv. For Services purchased as part of a suite, the Service Credit will be based on the pro-rata portion of the estimated retail price of the Service, as determined by Euro Plus in its reasonable discretion. In cases where Customer has purchased Services from a reseller, the Service Credit will be based on the estimated retail price for the applicable Service, as determined by Euro Plus in its reasonable discretion.
- v. Service Credits do not apply to one-time fees associated with this service.
- vi. Euro Plus provides this SLA subject to the following terms. These terms will be fixed for the duration of the initial term of the subscription. If a subscription is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term. Customer can review the most current version of the SLA and related terms at any time by visiting [http://www.nicelabel.com/resources/files/doc/SLA/NiceLabel\\_PowerForms\\_Cloud\\_SLA.pdf](http://www.nicelabel.com/resources/files/doc/SLA/NiceLabel_PowerForms_Cloud_SLA.pdf).

2. Service Levels

a. Monthly Uptime Service Level

i. Definitions

1. "Downtime" is defined as

- a. any period of time when Customer is unable to access the NiceLabel PowerForms Cloud Dashboard, modify the contents of the Document Storage or administer Web Printing Clients or

- b. any period of time when correctly configured Web Printing Clients are unable to access their Web Printing Solution.
- 2. "Scheduled Downtime" is defined as: (i) Downtime within pre-established maintenance windows; or (ii) Downtime during major version upgrade; Scheduled Downtime is not considered Downtime for purposes of this SLA.
- 3. "Monthly Uptime Percentage" for a specific customer is calculated by taking the total number of minutes in a calendar month minus total number of minutes of Downtime experienced in a given calendar month, divided by the total number of minutes in that calendar month. This is reflected in the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Total minutes of Downtime in that month}}{\text{Total number of minutes in a month}}$$

ii. Uptime Service Levels

Monthly Uptime Percentage	Service Credit
< 99.5%	10%
< 99%	25%