



HOSTING AND DELIVERY SERVICE LEVEL AGREEMENT

Revision Date: 1st July 2020

1. DEFINITIONS.

Capitalized terms, not otherwise defined in this Online Hosting Service Level Agreement (“SLA”), will have the meanings set forth in the Agreement (as defined in the then current Terms and Conditions for Online Cloud Services (“Terms”) available at <https://dsoft-group.com/kyriba> (or successor URL)).

“Downtime” means the total amount of time during a calendar month, measured in minutes, during which access to the features and functions of the SaaS Service is not available and verified by Supplier and/or its licensors. Downtime does not include interruption of the SaaS Services during any Regularly Scheduled Maintenance Period, Customer-caused outages or disruptions, outages caused by Customer’s or Users’ telecommunications and/or Internet services, software or hardware not provided and/or controlled by Supplier and/or its licensors (including third party software, networks or sites that are accessed or linked through the SaaS Services), or outages caused by disruptions attributable in whole or in part to Force Majeure Events.

“Emergency Maintenance” means maintenance performed by Supplier and/or its licensors that occurs outside of the Regularly Scheduled Maintenance Period and Non-Regularly Scheduled Maintenance.

“Non-Regularly Scheduled Maintenance” means maintenance performed by Supplier and/or its licensors outside of the Regularly Scheduled Maintenance Period for which Supplier and/or its licensors has provided Customer with at least two calendar days prior written notification (which may be through email or a message on the console). The notification period hereunder is subject to change from time to time at Supplier’s and/or its licensors’ sole discretion.

“System Availability” means, with respect to a particular calendar month, the percentage derived by dividing (x) the total possible minutes of system availability during such month minus the total minutes of Downtime during such month, divided by (y) the total possible minutes of system availability of the SaaS Services during such month.

“Unavailability” means that the access to features and functions of the SaaS Services are unavailable as determined by Supplier’s and/or its licensors’ sole discretion monitoring system designed to determine the status of the platform through a periodic poll status of each sub-system and component.

2. SCHEDULED/UNSCHEDULED DOWNTIME

Supplier and/or its licensors will provide release management and change control services to ensure that servers, network devices, storage, operating system software, utility software, and applications are updated, audited, and logged; and that new releases, patch releases, and other new versions are implemented as deemed necessary by Supplier and/or its licensors to maintain the SaaS Services. Customer understands and acknowledges that the SaaS Services serve many clients, and Supplier and/or its licensors are permitted to make changes to the hosting environment, network, telecommunications, data storage, and any/all other information technology infrastructure or environment that are involved, without seeking or obtaining any consent from Customer.

The Regularly Scheduled Maintenance Period is between the hours of 6:00 p.m. and 3:00 a.m. during the work week in local time zone in which the support center is located or weekends. Supplier and/or its licensors will exercise commercially reasonable efforts to perform scheduled system maintenance during the Regularly Scheduled Maintenance Period, including maintenance of the hosting equipment, facility, software, or other aspects of the SaaS Services. Supplier and/or its licensors may interrupt the SaaS Services outside of the Regularly Scheduled Maintenance Period for Non-Regularly Scheduled Maintenance or Emergency Maintenance. Supplier and/or its licensors will at all times endeavor to keep any service interruptions to a minimum.

Supplier and/or its licensors reserve the right to change the aggregated times set forth in the scheduled maintenance table below, provided that Supplier and/or its licensors endeavors to provide 5 days’ prior notice to Customer by a message on the console and/or an email that contains links to the release notes. The notification period hereunder is subject to change from time to time at Supplier’s and/or its licensors’ sole discretion.

Scheduled Maintenance Table

Frequency of Regularly Scheduled Maintenance	Purpose of Regularly Scheduled Maintenance	Maximum Duration of Regularly Scheduled Maintenance
Weekends, as needed	Minor system, database, application or hardware maintenance	4 hours during weekends
Once per calendar month	Major maintenance or upgrades	8 hours during weekends

3. SYSTEM PERFORMANCE

(a) System Availability. Supplier and/or its licensors will undertake commercially reasonable measures to ensure that System Availability equals or exceeds 99.9% during each calendar month (“**Service Standard**”).

(b) Exclusion. Services designated in writing as training, beta, limited release, developer preview, development or test bed environments, or by descriptions of similar meaning are excluded from this SLA. Supplier shall have no obligation under this SLA during any period in which Customer is in material breach of the Agreement, including any period in which Customer has failed to meet its payment obligations thereunder, or this SLA. In addition, Supplier and/or its licensors are not responsible for any Downtime resulting from the following, which would not be included in the calculation of Downtime or System Availability:

- any Regularly Scheduled Maintenance Period;
- outage due to failure of Customer’s software or equipment that is not a supported platform for the use of the SaaS Services or incompatible with the SaaS Services;
- Customer-caused outages or disruptions;
- outages caused by Customer’s or Users’ telecommunications and Internet services, software or hardware not provided and controlled by Supplier and/or its licensors (including third party software, networks or sites that are accessed or linked through the SaaS Services);
- other outages due to inability of Customer to access the internet and/or SaaS Services, where inability to access the internet or website is not the result of a failure by Supplier’s and/or its licensors or its website;
- lack of availability or untimely response of Customer’s personnel to incidents that require Customer’s participation for problem source identification and/or problem resolution;
- lack of or poor performance of Customer’s systems; or
- outages caused by disruptions attributable in whole or in part to Force Majeure Events.

4. MEASUREMENT AND REPORTS.

(a) System Monitoring and Measurement. Supplier and/or its licensors will provide monitoring of System Availability on an ongoing basis. Supplier and/or its licensors may use their reasonable discretion in selecting the tools and procedures used in measuring and monitoring Supplier’s performance, provided that such tools and procedures are sufficient to enable Supplier to calculate and monitor accurate System Availability. All measurements of System Availability will be calculated on a monthly basis for each calendar month during the SaaS Term. Availability of access to the features and functions of the SaaS Services is determined through the use of a dedicated tool monitoring the status of the platform, which provides a periodic status of each of the sub-systems or components. Based on this information a global platform status is calculated.

(b) System Performance Reports. Customer may access System Availability reports at Kyriba Social <http://kyriba.force.com/social/Login> at any time. At Customer’s written request, Supplier shall provide reports to Customer setting forth a calculation of System Availability for the relevant preceding period. If Customer disagrees with any measurement or other information set forth in any such report, it must so inform Supplier in writing within ten (10) business days after receipt thereof, provided that the accuracy of any such report shall be deemed conclusive unless such written notice is provided by Customer within such 10-day period. Any such notice must indicate specific measurements in dispute and must include a detailed description of the nature of the dispute. Supplier and Customer shall in good faith work together to settle any such disputes regarding System Availability and/or related measurements in a timely manner.

5. CUSTOMER REQUIREMENTS.

(a) Minimum System. The Service Standard set forth in this SLA assume that Customer and/or Users, as applicable, use support versions of browsers as specified in the “Kyriba Enterprise Technology Guide”.

(b) Additional Customer Obligations. Customer is responsible for maintenance and management of its computer network(s), servers, software, and any equipment or services related to maintenance and management of the foregoing. Customer is responsible for correctly configuring its systems in accordance with any reasonable instructions provided by Supplier and/or its licensors, as may be reasonably necessary for the provision of access to the features and functions of the SaaS Services.

(c) Reporting of Downtime: Downtime will be deemed to begin when Supplier and/or its licensors first becomes aware of such Downtime from its monitoring system.

(d) Non-Performance by Customer. The obligations of Supplier set forth in this SLA will be suspended to the extent any failures to meet such obligations result in whole or in part from Customer’s or its Users’ failure(s) to meet the foregoing obligations.

6. REMEDIES

(a) Credits Against Fees. In the event System Availability is less than 99.9% in any particular calendar month, Customer will be entitled to credits against its subsequent payment obligations (as set forth in Order Schedule) equal to a percent of the Fees paid by

Customer during such calendar month for the SaaS Services, according to the credit table below. Any credits hereunder shall be applied to the next invoice issued by Supplier; provided that if such credit has not been issued or used prior to the termination date or expiration of the Terms, then Supplier shall make a cash payment to Customer in an amount equal to the then remaining service balance.

(b) Customer Must Request Service Credit. In order to receive any of the credits described above, Customer must notify Supplier within thirty (30) days from the time Customer becomes eligible to receive a credit. Failure to comply with this requirement will forfeit Customer's right to receive a credit.

Credit Table

System Availability	Credit Amount
98.0 – 99.9%	5% of Fees for the SaaS Services in month (or if the fee is an annual fee then 5% of 1/12 of the annual fee)
97.0 – 97.99%	10% of Fees for the SaaS Services in month (or if the fee is an annual fee then 10% of 1/12 of the annual fee)
96.0 – 96.99%	15% of Fees for the SaaS Services in month (or if the fee is an annual fee then 15% of 1/12 of the annual fee)
< 96.00%	20% of Fees for the SaaS Services in month (or if the fee is an annual fee then 20% of 1/12 of the annual fee)

In no case shall the total credit amount for any month exceed 20% of Fees for the SaaS Services for that month.

(c) Exclusive Service Credits. Customer’s rights under this Section 6(a) are Customer’s sole and exclusive remedy and Supplier’s sole and exclusive liability in respect of any Downtime or any failure by Supplier to meet the Service Standard described herein.

7. DATA BACKUP AND RETENTION

(a) Backup Retention and Recovery of Customer Data. Supplier makes available an Active/Standby mode for backup and recovery of Customer Data, in which data and servers are replicated. A customer is hosted on a primary site or region at any given time. In this configuration, servers from data center A are replicated to data center B, and the same operation is done with data center B to data center A. As a part of the SaaS Services, Supplier and/or its licensors is responsible for maintaining a backup of Customer Data in one of its two data centers, for an orderly and timely recovery of such data in the event that the SaaS Services may be interrupted.

- Production Platform

Production Scheduled Backup Table

Type of Back-Up	Frequency of back-up	Retention Period	Description
Full Back-Up	Weekly	10 years	Full server backup
Daily Incremental Files	Daily	30 days	All Customer and Kyriba Data

- Platform Sandbox

Sandbox Scheduled Backup Table

Type of Back-Up	Frequency of back-up	Retention Period	Description
Full Back-Up	Weekly	3 months	Full server backup
Daily Incremental Files	Daily	15 days	All Customer and Kyriba Data

(b) Recovery of Archived Data. Supplier will exercise commercially reasonable efforts to restore data files from archives as quickly and as reasonably practicable. Customer Data older than twenty-four (24) months may be archived.

(c) System Recovery. In case of system failure, data corruption and/or data loss, or in the event of destruction of the secure data center hosting the Kyriba systems, Supplier shall use its commercially reasonable efforts to ensure that the minimum necessary recovery services are carried out with a recovery time objective of six (6) hours and a recovery point objective of two (2) hours.

8. CUSTOMER SUPPORT

(a) Technical and functional Support Hours. The subscription to the SaaS Services provides access to Supplier Customer Support. Supplier Customer Support is provided by client support centers covering three regions: **EMEA, APAC, and AMERICAS.**

Customer will receive support in the support center in the region in which it is located, unless Customer pays the additional subscription fee for a specific region. If Customer requires support in another geographical area, it may subscribe to and pay the additional fee for that region. Supplier also offers optional support packages as set forth herein, at an additional cost, offering extensive coverage as well as personalized service options.

- Support Communication

Communication will be in the designated language(s) for each support center as set forth in table 8(a) below. Customer may contact Supplier Customer Support in the following ways:

- Telephone during the primary hours only,
- Email any time at customer_support@kyriba.com, and
- Web any time through the Kyriba Social customer portal.

Customer can have two (2) designated support contacts, a main user and a backup for each contracted region of support. These contacts are required to be trained Users with sufficient knowledge of the application to serve as a central point of communication between other Users and Supplier Customer Support. In addition, Customer will provide a ‘support contact’ email address that will be used for communication between Supplier and Customer. It is suggested that this email address be a group email address containing a distribution to all of the Users to receive alerts from Supplier Customer Support.

These alerts are also available on the Kyriba Social customer portal and will be sent by email only to the designated ‘support contact’ email address.

Support will be delivered according to the response times described in table 8(b).

- **Multi-Center Support (optional).** Multi-Center Support is an option, at additional cost, providing additional regional coverage:
 - Access to all support centers during primary hours as set forth in table 8(b) below,
 - Additional number of support contacts allowed (up to five (5) maximum number of total support contacts) per region as well as additional contacts for client access to Kyriba Social (up to five (5) additional contacts), and
 - Each support contact would contact the appropriate support center nearest to their region. For example, a European support contact would contact EMEA Support Center.
- **Premium Support (optional).** Premium Support is an option, at additional cost, providing additional coverage and services:
 - Access to all support centers during primary hours as set forth in table 8(a) below,
 - A special telephone number with priority access,
 - Dedicated monitoring that includes the integration of bank statements and the payments sent out to the banks (ACK Levels 1 & 2),
 - Additional number of support contacts allowed (up to five (5) maximum number of total support contacts) as well as additional contacts for Customer access to Kyriba Social (up to five (5) additional contacts), and
 - A unique “Support Account Manager” that knows Customer’s environment and procedures, including:
 - Regularly scheduled account review meetings.
 - Status report and history of Customer’s requests.
 - Proactive communication on platform incidents and bank communication status.
- **Platinum Support (optional).** Platinum Support is an expanded option, at additional cost, which includes all premium support offering listed above and in addition:
 - Additional number of support contacts allowed (up to nine (9) maximum number of total support contacts) as well as additional contacts for Customer access to Kyriba Social (up to nine (9) additional contacts),
 - Individualized and customized monitoring as pre-determined in conjunction with Customer set up. (Ex: bank cash balance variances monitoring, analysis and resolution, rejected payment monitoring ACK Level 4, Inbound & Outbound file integration with ERP, Sandbox setup and monitoring),
 - Direct dedicated phone number to contact the Support Account Manager and team in order to receive the expected reactivity,
 - Functional Assistance / Webex User Training. Allocation of hours for consulting (eight (8) hours / month) utilized for user training, existing functionality or module optimization, documentation writing, and setup assistance,
 - Yearly Plus Session in order to provide an analysis and evaluation of existing configuration and supply

recommendations for creating further workflow efficiencies. Supplier product expert will evaluate and document potential enhancements that would create additional efficiencies in operations and workflow, and

- Onsite visit twice a year with the Support Account Manager for six (6) month recap with case analysis, defect review, potential development requests, and consulting hours delivered as well as new release notes presentation.
- **Enhanced Security Services (optional).** Enhanced Security Services is an option, at additional cost, providing additional services:
 - Completion of Customer Annual Security Questionnaire: Customer may submit a security questionnaire to Supplier for completion within thirty (30) days,
 - Annual Penetration Testing of Kyriba Application: In partnership with Kyriba, Customer can conduct an authenticated penetration test of Kyriba's non-production environment,
 - Annual Customer Audit of Kyriba: In addition to our Security and Compliance Document Bundle, Kyriba will provide audit evidence on the topics of Change Management, Incident Management, Backups, Disaster Recovery Testing, Vulnerability Management, Patching and Security Awareness Training.
- **Premium Advanced Security Services (optional).** Premium Advanced Security Services is an option, at additional cost, providing additional services:
 - Completion of Customer Annual Security Questionnaire: Customer may submit a security questionnaire to Kyriba for completion within thirty (30) days,
 - Annual Penetration Testing of Kyriba Application: In partnership with Kyriba, Customer can conduct an authenticated penetration test of Kyriba's non-production environment,
 - Annual Customer Audit of Kyriba: In addition to our Security and Compliance Document Bundle, Kyriba will provide audit evidence on the topics of Change Management, Incident Management, Backups, Disaster Recovery Testing, Vulnerability Management, Patching and Security Awareness Training,
 - Customer Priority warning in the event of a Security Breach: In the event of a Security Breach, Kyriba will prioritize notification to Premium Advanced Security Customer, and provide notification no later than 48 hours after confirmation of a Security Breach.
 - Dedicated Kyriba Customer Service Specialist in the event of a Security Breach: Premium Customer is assigned a dedicated Customer Service Specialist in the event of a Security Breach. The Customer Service Specialist will be the single point of contact for Customer, and
 - Annual Onsite Meeting with Kyriba Technology Executives: Annually, Kyriba shall invite Customer to sit down with Kyriba's Key Technology Executives to discuss Technology Roadmap and hear Customer's direct security feedback.
- **Kyriba Social Customer Portal.** Kyriba provides users access to the Kyriba Social customer portal, the online support portal. It provides clients a knowledge base with a peer-to-peer interactive social forum, ideas portal and a discussion forum. Two (2) users per company may access the portal and this can be increased up to 5 maximum total users under the Premium Support option. The Kyriba Social customer portal provides access to the following.
 - Knowledge Base - Kyriba product information, including user guides and release notes.
 - Case Management - open new cases with Kyriba Customer Support and monitor case status.
 - Forum - Ask questions of the Kyriba user community and interact with fellow Kyriba users.
 - Ideas - Contribute ideas on new product and service enhancements to Kyriba's product development team. Comment and vote on ideas suggested by fellow Kyriba users.
 - Status - View platform and bank connectivity status and learn what's new at Kyriba.

Support Availability Table 8(a)

			AREA		
Support level			America	EMEA	Asia-Pacific
Support languages			English / Spanish	French/English/Spanish	English/Mandarin/Japanese
Primary time	Monday to Friday	All priorities	08H00 A.M-08H00 P.M EST	08H30 A.M-5H00 P.M CET 08H00 A.M-6H00 P.M CET* 09H00 A.M-6H00 P.M BST 08H30 A.M-5H00 P.M UAT**	08H30 A.M-05H00 P.M SST
Secondary time	Friday to Monday and bank holidays Monday to Thursday + Sunday except bank holidays (for United Arab Emirates only)	Priority 1 Only	08H00 A.M-08H00 P.M EST	8H30 A.M-5H00 P.M CET	8H30 A.M-5H00 P.M SST
Phone call	Primary time only		From the USA: +1 877 676 0468 Outside the USA: +1 914 219 1890	France: +331 77 92 17 10 United Kingdom: +44 20 78 06 88 80 United Arab Emirates: In progress	Singapore: + 65 3157 3189 Japan: + 81 3 4589 9420
Email	Any time	Depending on priority and time	customer_support@kyriba.com (In French, English and Spanish) na_kyribasupport@kyriba.com (In English only) japan_support@kyriba.com (In Japanese only)		

*Premium Support only

**Covering Sunday

(na_kyriba.support@kyriba.com is AMERICA only in addition to “English only”).

(b) Kyriba Support Response. Supplier shall respond to support requests based on the priority level assigned to each request as determined by both Customer and Supplier and as described below.

Support Priority Response Table

Priority	Description	Response Guidelines
Priority 1 <i>Critical Customer Support Incidents</i>	Priority 1 means an error of the most critical nature that causes the SaaS Services to cease operating or results in Downtime. This category is characterized by the following: <ul style="list-style-type: none"> ▪ Service Unavailability ▪ Actual or alleged security breaches 	Supplier responsibilities include: <ul style="list-style-type: none"> • primary Hours: < 30- minutes response • secondary Hours: < 4 hours- response • Supplier will assign resources in order to resolve the issue or to propose a work around to the issue. • Customer is notified of issues within 15 minutes of confirming issue. • follow-up status communicated to Customer every 4 hours and/or posted on alternate site with Supplier staff available for contact by Customer with 2-hour response.
Priority 2 <i>Urgent Customer Support Incidents</i>	Priority 2 means an error which degrades services performance, and impairs services functionality.	<ul style="list-style-type: none"> • Primary Hours: < 2-hours response. • Supplier will make best efforts to resolve or to propose a workaround within 2 business days.
Priority 3 <i>Non-Service Impacting and Informational Inquiries</i>	Priority 3 means issues with service enhancement initiatives that are low priority and not time sensitive including, but not limited to, subscriber requests for information and instructions for normal operations. These include, but are not limited to, cosmetic or minor flaws in the SaaS Services that have little to no impact on normal business operations, suggestions from Customer for enhancements, or requests from Customer for new services or modifications to the existing SaaS Services.	<ul style="list-style-type: none"> • Primary Hours: < 8-hours response. • Supplier will resolve in accordance with its normal product development schedule.