



## SERVICE LEVEL AGREEMENT

This Service Level Agreement (the “**SLA**”) supplements and adds certain terms to the agreement (including the Base SaaS Terms of Service, the Order Form, and any addendums, schedules or other attachments thereto) between Customer and Argus Control Systems Ltd. (“**Argus**”) into which it is incorporated by reference (“**Agreement**”). Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Agreement.

### 1. Service Availability

For the term of the Agreement, Argus will use commercially reasonable efforts to provide the Service with 99.99% or greater Uptime (as defined below), measured monthly outside of scheduled maintenance windows.

“**Uptime**” means, for a calendar month, the total number of minutes in that calendar month minus the total minutes of Downtime during that calendar month, divided by the total number of minutes in that calendar month.

“**Downtime**” is the inability of Customer to connect to or use the Service and is measured from the time a support request is made by Customer to the time that Customer is again able to connect or use the Service. Downtime does not include time attributable to the following:

- a) normal maintenance activities for the Service performed during one of Argus’s standard planned quarterly maintenance windows (“**Planned Maintenance**”). Argus will use commercially reasonable efforts to notify Customer two (2) days in advance of any Planned Maintenance;
- b) delays, interruptions or failures resulting from Customer’s hardware, equipment, software, networks, servers, connectivity, or infrastructure;
- c) delays, interruptions or failures resulting from Customer’s employees, contractors, or any other party gaining access to the Service by means of the Customer’s account, or otherwise resulting from Customer’s failure to follow reasonable security practices;
- d) delays, interruptions or failures resulting from Customer’s or its employees or contractors use of the Service in a manner inconsistent with its intended use or with the Base SaaS Terms of Service; or
- e) any other delays, interruptions or failures due to events outside of Argus’s reasonable control, including without limitation interruption of power, telecommunications or the internet; wireless carrier or coverage issues; natural disaster; war; acts of terrorism, riots, or government action; pandemic or epidemic; and network/device failure external to the Service infrastructure.

### 2. Issue Resolution

Argus will provide support to Customer through the email and phone ticketing system. Support requests with respect to any incidents related to the Service or any other service requests from Customer need to be directed as follows:

- General Support
  - Email support: [support@argusfocus.com](mailto:support@argusfocus.com)
  - Phone support: 1-888-667-2091

Calls received during office hours will be directed to the Argus service desk. Calls will be routed depending on the severity, and type of support needed, and the service desk will also generate a ticket through [support@argusfocus.com](mailto:support@argusfocus.com).



- Outside of Hours Support:
  - Emails received outside of office hours will be collected and tickets created, however no action can be guaranteed until the next business day.
  - Calls received outside of office hours will be forwarded to a mobile phone and reasonable efforts will be made to answer / action the call but no action can be guaranteed until the next business day, however, there will also be a backup answer phone service.
- Emergency Outside of Hours (Evenings and Weekends) Support
  - 24/7 support is available for Severe incidents (defined below)

See our website at <https://arguscontrols.com/services/service-contacts-tools> for up-to-date support windows and support availability.

In support of services outlined in this Agreement, Argus will respond to Service related incidents and/or requests submitted by the Customer within the following time frames:

- 0-2 hours (24/7) for issues classified as **Severe** priority.
- Within 24 hours for issues classified as **Not Severe** priority.

Remote assistance will be provided in line with the above timescales dependent on the priority of the support request.

Further to the above:

- “**Severe**” priority means that: (a) the Service is unavailable; or (b) the Service is not able to communicate with the control system. Resolution will be made within 2 hours of the Customer submitting the request, unless there are hardware issues, which may take longer to resolve.
- “**Not Severe**” priority means that: (a) the Service is functioning but there is a component or service that is malfunctioning causing instability or a minor impact on Customer; or (b) a service rendered by a third party or otherwise outside of Argus’s control is experiencing interruptions; or (c) there is an impact to web serving that is limiting capabilities. Response will be within 24 hours of the Customer submitting the request and resolutions will be addresses on a bug priority order.

### 3. Service Level Credits

If, in any rolling six-month period, Argus fails to meet the monthly Uptime commitment described in this SLA (a “**Failure**”), Customer may request a maximum of one (1) month Service Credit for any Failure. Argus will examine the circumstances surrounding the Failure and will determine, acting reasonably, on a case-by-case basis whether a Service Credit will be provided to Customer. In this Agreement, “**Service Credit**” means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service. Argus shall deduct the highest applicable Service Credit from the next invoice for Subscription Fees or, if there is no subsequent invoice, shall refund the Service Credit to the Customer. The remedies in this section are the Customer’s exclusive remedies for any Failure.

### 4. General

Argus’s obligations hereunder are contingent on Argus being able to reproduce the reported issue. If the issue cannot be so reproduced, the issue shall not be considered to be an issue with the Service and therefore Argus shall not be required to perform further services in relation to such problem.

For greater certainty, any requests for additional development services, configurations specific to Customer, or any other general requests relating to functionality shall be addressed through the Professional Services Terms.