

SCHEDULE A

SERVICE LEVEL AGREEMENT (THE "SLA")

Any capitalized terms used in this SLA, but not defined in the SLA, have the meanings set forth in the MSA.

1. DEFINITIONS

- 1.1. **"Allowed Unavailability"** means (i) scheduled downtime; and (ii) unavailability of the Service due to any one of the Standard Exclusions detailed in Section 2.9 of Schedule A.
- 1.2. **"Customer Cause"** means any of the following causes of an Error, except, in each case, any such causes resulting from any action or inaction that is authorized by the MSA, this Schedule A and any other relevant agreement pertaining to the Service, specified in the then-current documentation (if any) or specifications, or otherwise authorized in writing by GPHY: (a) any negligent or improper use, misapplication, misuse, or abuse of, or damage to, the Service by the Customer; (b) any maintenance, update, improvement, or other modification to or alteration of the Service by the Customer and not otherwise preapproved by GPHY; (c) any use of the Service by the Customer in a manner inconsistent with the then-current documentation or specifications; (d) any use by the Customer of any third-party products that GPHY has not provided or preapproved; or (e) any use by the Customer of a non-current version or release of the Service.
- 1.3. **"Error"** means any reproducible failure of the Service to operate in all material respects in accordance with the specifications or documentation and, to the extent consistent with and not limiting of the specifications or the documentation, including any problem, failure or error referred to in the Service Level table in Section 2.5.
- 1.4. **"Measurement Period"** means any given calendar month.
- 1.5. **"Service Levels"** means the defined Error severity levels and corresponding required service level responses, response times, Resolutions, and Resolution times referred to in the Service Level table.
- 1.6. **"SLO"** means Service Level objectives which include the Service Availability and the response and Resolution times.
- 1.7. **"Total Possible Available Time"** means the number of total minutes in a Measurement Period.
- 1.8. **"Unavailability Period"** means a period of sixty (60) consecutive seconds of unavailability. Intermittent unavailability for a period of less than sixty (60) consecutive seconds and any Allowed Unavailability will not be eligible for the purpose of calculating unavailability periods.
- 1.9. **"Uptime Percentage"** means Total Possible Available Time minus the number of minutes of all Unavailability Period in a Measurement Period, divided by the Total Possible Available Time for such Measurement Period.

2. STANDARD SUPPORT SERVICES

For the period listed in the Order Form, GPHY undertakes to use commercially reasonable efforts to comply with the SLO described hereinafter. GPHY will provide continuous efforts to resolve an Emergency Error until a workaround or resolution can be provided or until the Error can be downgraded to a lower severity.

- 2.1. **Critical, Minor and Cosmetic Error Phone support.** Support services are available by phone at 418-637-2923 from 08:00 to 17:00 Eastern Standard Time (EST) (UTC-5), on business days.

- 2.2. **Emergency Error Support.** Emergency telephone support line is available the greater of 06:00 to 21:00 Eastern Standard Time (EST) (UTC-5), seven days a week or during all operating hours of the Service via the emergency telephone support line 418-637-2923.
- 2.3. **Email and Chat Support.** The Customer may send any request for support to support@gphy.ca, which will be processed according to the level of emergency of the request on the following business days between 08:00 and 17:00 Eastern Standard Time (EST) (UTC-5). The Customer may also send any request for support through the chat integrated to the Service, such request will be processed according to the level of emergency of the request on the following business days at the latest, between 08:00 and 17:00 Eastern Standard Time (EST) (UTC-5).
- 2.4. **Customer Obligations.** When sending GPHY a support request, Customer shall provide GPHY with each of the following to the extent reasonably necessary to assist GPHY to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to and resolve the relevant support request (i) direct or remote access to the Customer's systems and relevant files, equipment, and personnel; (ii) output and other data, documents, and information; (iii) such other reasonable cooperation and assistance as GPHY may request.
- 2.5. **Support Responsiveness**

Response times will be measured from the time GPHY receives a support request until the respective times GPHY has responded to that support request. GPHY has the sole right to determine, in its reasonable discretion: (a) what constitutes an Error; and (b) when an Error is deemed to be resolved.

All support requests for the Service will be prioritized on the following basis, the classification of which will be made by GPHY, acting reasonably:

Priority	Response
(A) Emergency	1 hour or less , the greater of 06:00 to 21:00 Eastern Standard Time (EST) (UTC-5), seven days a week or during all operating hours of the Service
(B) Critical	4 hours or less from 08:00 to 17:00 Eastern Standard Time (EST) (UTC-5), on business days
(C) Minor	12 hours or less from 08:00 to 17:00 Eastern Standard Time (EST) (UTC-5), on business days
(D) Cosmetic	As time permits

(A) Emergency: Critical production issue affecting all users, including service unavailability with no workaround available; Service crashes and hangs indefinitely causing unacceptable or indefinite delays for resources or response.

(B) Critical: Major functionality is impacted, or significant performance degradation is experienced. Issue is persistent and affects many users and /or major functionality. No reasonable workaround available. This includes the unavailability of important features of the Service with no acceptable workaround, however, operations can continue in a restricted fashion.

- (C) **Minor:** Service is operational but partially degraded for some or all customers, and an acceptable workaround or solutions exists or problem with non-critical feature or functionality.
- (D) **Cosmetic:** Slight inconvenience: all other non-critical issues which the Customer can easily avoid or detour, or for which there is no urgency for a resolution. For non-critical requests, GPHY may, at its sole discretion, choose not to resolve the request.
- 2.6. **Time Extensions.** The parties may, on a case-by-case basis, grant a reasonable extension of the Service Level Response times.
- 2.7. **GPHY Updates.** GPHY shall give the Customer regular electronic updates of the nature and status of its efforts to correct any Error.
- 2.8. **Service Availability.** An Uptime Percentage of at least 99%.
- 2.9. **Exclusions**

The SLO do not apply to any unavailability, suspension or termination of the Service, or any other Service performance issues:

- (i) caused by factors outside of GPHY's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Service, as well as any defect, failure or unavailability of a product or service of a third party external to GPHY, with the exception of any cloud environment from which the Service is provided;
- (ii) that result from any actions or inactions of the Customer, any Customer Cause or any third party;
- (iii) that result from the Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within GPHY's direct control); or
- (iv) arising from GPHY's suspension and termination of the Customer's right to use the Service in accordance with the MSA.

3. SERVICE CREDITS

If GPHY does not meet the SLO for the support services (standard or premium), whether the Service Availability or Response times, and if the Customer meets its obligations under this SLA, the Customer will be eligible to receive the Service Credits described hereinafter.

The Parties intend that the Service Credits constitute compensation to the Customer, and not a penalty. The Parties acknowledge and agree that the Customer's harm caused by GPHY's delayed delivery of the support services would be impossible or very difficult to accurately estimate as of its effective date, and that the Service Credits are a reasonable estimate of the anticipated or actual harm that might arise from GPHY's breach of its Service Level obligations. Unless otherwise stated in the MSA, GPHY's payment of the Service Credits is GPHY's sole liability and entire obligation and Customer's exclusive remedy for any GPHY breach of GPHY's Service Level obligations.

Availability Service Credits

Availability Service Credits are calculated as a percentage of the total charges paid by the Customer for the Services (as described in the MSA) during the Measurement Period in which

the minimum Uptime Percentage was not attained, provided that the unattained Uptime Percentage did not result from a Customer Cause, in accordance with the following table:

Uptime Percentage	Service Credit Percentage
Less than 99% but equal to or greater than 98%	10%
Less than 98% but equal to or greater than 96%	18%
Less than 96%	25%

Response Times Service Credits

If GPHY fails to respond to a support request within the applicable Service Level response time, the Customer will be entitled to the corresponding Response Time Service Credits specified in the table below, which are calculated as a percentage of the total charges paid by the Customer for the Service during the Measurement Period, provided that the relevant Error did not result from a Customer Cause.

The Response Times Service Credits can only be requested and be applicable each month when GPHY does not meet the applicable Service Level response time in more than 10% of the support requests received in said month.

Severity Level of Error	Response Time Service Credits
(A) Emergency, (B) Critical or (C) Minor	An amount equal to 5% of the then current total charges paid by the Customer for the Service during the Measurement Period.
(D) Cosmetic	No Service Credits are available for Cosmetic Error Response Time Service Level Failures.

The total amount for the Response Times Service Credits for a given Measurement Period cannot exceed 15% of the total charges paid by the Customer for the Service during said Measurement Period.

The Availability Service Credits and the Response Times Service Credits taken together are the “**Service Credits**”.

4. CREDIT REQUEST AND PAYMENT PROCEDURES

In order to receive any of the Service Credits described above, the Customer must notify GPHY’s technical support within sixty (60) days from the time the Customer becomes eligible to receive a Service Credit. If the Customer does not comply with these requirements, the Customer will forfeit its right to receive the Service Credit.

GPHY will apply any Service Credits only against future payments otherwise due from the Customer. Service Credits will not entitle the Customer to any refund or other payment from GPHY. A Service Credit will be applicable and issued only if the credit amount for the applicable periodical billing cycle is greater than one dollar (\$1 CAD) and will be applied automatically by GPHY against future payments otherwise due from the Customer.

Service Credits may not be transferred or applied to any other account.