

SCHEDULE 2 – Service Level Agreement (SLA)

Effective date: 1st October 2025

Service Level Agreement (SLA)

This SLA shall apply to each Premises during the relevant Service Order Term.

1. Definitions

"Service" refers to the essensys platform, Operate software, infrastructure (via Network Manager), and elumo.

"Solution" refers to the full suite of essensys services provided to the Customer, including software, infrastructure, and connectivity.

"Incident" means any event which is not part of standard operation, and which causes, or may cause, an interruption or degradation of Service.

"Carrier" means a third-party telecommunications provider used by essensys to provision customer connectivity.

"Customer" means the party identified as Customer in the Service Order.

"Premises" means a customer site or location where Services are delivered.

"Software Availability" is defined as the ability of users at the Premises to successfully log in to the application, and/or all Services are available.

"Access Service Availability" refers to a Premises being successfully connected to the internet either by primary or backup DIA circuit.

"Initial Response " means the time from when an Incident is first identified by essensys or reported to the helpdesk (whichever is sooner) until as response is provided to the Customer indicating that the issue is being investigated.

"Meaningful Update" means an update that includes reproduction status, root cause identification progress, assignment status (for P1), and estimated next update time.

"Service Outage" means a period of 60 seconds or more during which all Services are unavailable, and/or users are unable to log in to the Solution at a Premises.

"Time with Customer" means periods when Customer or its agents are required to provide information or take action.

"Workaround" means a temporary fix that reduces or eliminates the impact of a Problem for which a permanent solution is not yet available.

2. Software Availability Commitment

essensys commits to 99.99% availability per calendar month for its software services, excluding:

- Scheduled maintenance (with 72-hour notice)
- Emergency maintenance for critical security vulnerabilities
- Force majeure events
- Outages due to Customer actions or third-party systems outside Company control

Software Availability Calculation:

For the avoidance of doubt, availability calculations exclude downtime arising from (i) essensys, or (iii) circumstances described Customer's equipment, software, or network, (ii) third-party services not controlled by in Section 5 (Exclusions)

$$[(\text{Total minutes in month} - \text{Downtime}) / \text{Total minutes in month}] \times 100$$

Remedy:

Availability %	Credit (% of Monthly Recurring Charge of affected service)
99.0%–99.89%	5%
95.0%–98.99%	10%
< 95.0%	25%

3. Access Service Availability Commitment

essensys provides DIA circuits via trusted third-party carriers. essensys will seek credits from the Carrier for hard-down outages below the SLA threshold.

If one circuit fails at a dual-circuit Premises but service remains via failover, this is not considered a Service Outage.

Availability Commitment (Dual Circuit) 99.99%**Availability Calculation (Dual Circuit):**

$$[(\text{Total minutes in month} - \text{Downtime}) / \text{Total minutes in month}] \times 100$$

Availability %	Credit (% of monthly recurring charge of affected service)
99.0%–99.89%	10%
95.0%–98.99%	25%
< 95.0%	50%

Availability Commitment (Single Circuit) 99.9%**Availability Calculation (Single Circuit):**

$$[(\text{Business hours in month} - \text{Downtime during business hours}) / \text{Business hours}] \times 100$$

Availability %	Credit (% of monthly recurring charge of affected service)
99.0%–99.8%	10%
95.0%–98.99%	25%
< 95.0%	50%

Carrier Availability Reporting / Request For Outages (RFO):

- essensys opens/escalates tickets on behalf of Customer for any DIA circuit it provides.
- essensys RFO will be provided based upon feedback from carriers upon request for any P1 / P2 Incident and will be provided within 7 business days of request.

4. Support Response Times

Support Hours:

- **P1 or P2 Incident:** In the event a P1 or P2 incident is reported outside of standard support hours (24 x 5), please reach out to the on-call engineer via number UK - [+44 203 1025230](tel:+442031025230), US - +1 6469 315526
- **P2 – P4 Incidents:** Monday–Friday, 9:00 AM–5:30 PM (local site time zone)

Incident Priorities & Targets:

Response times reflect target objectives only and do not constitute a guarantee of resolution within those periods.

Priority	Initial Response	Meaningful Update
P1	15 mins (24/7)	2 hours
P2	30 mins	3 hours
P3	1 hour	1 business day
P4	1 hour	4 business days

Notes: P2–P4 incidents outside business hours roll over to the next business day. P1 issues are handled 24/7.

Priority Definitions:

- **P1:** Full Service Outage affecting all users at a Premises.
- **P2:** Significant impact on many users or major functionality loss, not caused by planned maintenance.

- **P3:** Material non-conformance with service description, not qualifying as P1 or P2.
- **P4:** Non-incident requests for service changes that require manual intervention.

5. Exclusions

Service Credits or other commitments do not apply to:

- issues caused by Customer equipment, configuration, or environment;
- issues arising from third-party integrations not maintained by essensys;
- force majeure events.

The Customer's sole and exclusive remedy, and essensys' sole liability, for any breach of this SLA (including any Service Level Failure) is the award of Service Credits. For the avoidance of doubt, only the Customer is entitled to Service Credits.

This SLA is provided solely as part of an applicable Master Services Agreement or Service Order form ('Agreement'). Nothing in this SLA shall be construed as creating additional warranties or obligations beyond those expressly set out in the Agreement. In the event of conflict between this SLA and the Agreement, the terms of the Agreement shall prevail.

6. SLA Credit Process

- Customer must request credit within 7 days of the reported Incident.
- Customer account must be in good standing (no delinquent balance).
- Customer must have an active contract.
- Credit applied to the next monthly invoice.
- **Total monthly SLA credits capped at 50% of the MRC for the affected service.**
- Service Credits are Customer's sole and exclusive remedy for any failure to meet the service levels described in this SLA. Under no circumstances shall

essensys be liable for indirect, incidental, special, or consequential damages arising from or related to service unavailability.

7. elumo Reader & Hub Warranty

essensys warrants elumo reader & hub hardware against material defects for the duration of the active elumo Sales Order.

In case of failure: essensys will replace affected hardware within **3 business days**, subject to availability.

Conditions:

- Customer pays shipping costs.
- Warranty excludes misuse, unauthorized changes, or external/environmental damage.
- Defective hardware must be returned within 15 business days.

8. Review & Amendments

This SLA is effective as of 1st October and supersedes all prior versions. essensys may update this SLA from time to time, with changes effective upon posting unless otherwise agreed in writing.

If the SLA is incorporated into a signed Agreement, changes will require mutual written consent.