SERVICE LEVEL AGREEMENT

1.   Service Level Agreement Limitations:

1.1.   With respect to Automation Service, this Service Level Agreement "SLA" applies to the Cloud Services only for the Production Environment(s) included in the subscription. For clarity, the SLA does not apply to (i) separately branded services made available that connect to the Services; or (ii) any Testing Environments or other Non-Production Environments;.

2.   Definitions:

2.1   Capitalized terms used in this document are defined in Schedule B – Definitions.

3.   Service Level Commitment:

3.1.   Automation Service - Subject to Section 1.1, Bizagi will provide a Monthly Uptime Percentage of 99.95% to the Customer for the Production Environment(s) of Automation Service.

3.2.   Modeler Services and Studio Cloud Services – Bizagi will provide a Monthly Uptime Percentage of 99.90% to the Customer for the Cloud Modeler Services and the Studio Cloud Services, as applicable.

3.3.   Service Credit:

3.3.1. If Bizagi does not achieve the SLA Commitment in any given calendar month, then the Customer will be eligible to receive Service Credits towards the Applicable Monthly Service Fees paid for the production environment.

3.3.2. Subject to Section 1.1, the following service credits are applicable to Customer's use of the Services:

Product	Monthly Uptime Percentage	Service Credit
Bizagi Cloud Automation Service	< 99.95%	10%
Bizagi Cloud Automation Service	< 99%	25%
Bizagi Cloud Modeler Services and Bizagi Cloud Studio Cloud Services	<99.90%	10%
Bizagi Cloud Modeler Services and Bizagi Cloud Studio Cloud Services	<99.0%	25%

3.3.3. The parties acknowledge that each Service Credit is a genuine pre-estimate of the loss likely to be suffered by the Customer and not a penalty.

3.3.4. The provision of a Service Credit set forth herein represent Customer's sole and exclusive remedy if Bizagi does not achieve the SLA Commitment. Customer may not unilaterally offset its Service Fees for any availability issues.

3.3.5. Service Credits shall be shown as a deduction from the amount due from the Customer to Bizagi on the next invoice issued under the Agreement. Except as stated in Section 3.3.6 below, Bizagi shall not be required to make any payments or issue any refunds to the Customer.

3.3.6. Without prejudice to the foregoing, if a Service Credit cannot be applied to a future Subscription Fee due to nonrenewal or termination of the Agreement, Bizagi will pay Customer the amount of the Service Credit sixty (60) days after the later of: (i) Bizagi's receipt of notice of nonrenewal or (ii) termination of the Agreement, as applicable.

3.3.7. Bizagi will use Monthly Uptime Percentage reports to administer the SLA Commitment and apply Service Credits accordingly. If Customer believes it is eligible to receive a Service Credit for any given month, Customer must notify Bizagi technical support personnel by creating a Support Ticket within five (5) business days from the date of the Incident it first believes entitles it to receive a Service Credit. Bizagi will verify the information provided by Customer with the Monthly Uptime Percentage reports and provide a Service Credit if it determines that the

Customer is entitled to a Service Credit. In the event of a discrepancy between Bizagi's Uptime Percentage reports and Customer's perception of system uptime, Bizagi will use log files, database records, audit logs, and any other information available to validate claims and make a good faith judgment on the applicability of the SLA Commitment to the applicable Incident. Bizagi shall make information used to validate a claim made under this SLA available for auditing by Customer at Customer's reasonable request. If Customer, after examination of such files, records, etc., continues to believe there is a discrepancy, Customer shall provide Bizagi a detailed description of the circumstances in which Customer was unable to access the Service and substantiating documents that Bizagi may reasonably request. If Customer fails to comply with these reporting requirements, Bizagi has no obligation to provide a Service Credit for the applicable month beyond any Service Credit owing based on Bizagi records.

4. Exclusions:

4.1. The SLA Commitment does not apply to any performance or availability issues that result from:

4.1.1. factors outside Bizagi's reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, law enforcement activity, or a network or device failure external to the data centers used to provide the Services, including at Customer's site or between Customer's site and Customer's data centre);

4.1.2. Scheduled Downtime activities, Emergency Maintenance, Customer initiated maintenance or any other agreed-to Scheduled Downtime activity;

4.1.3. the use of services, hardware, or software not provided by Bizagi, including, but not limited to, issues resulting from inadequate bandwidth or related to third-Party software or services;

4.1.4. Customer's use of the Cloud Services after Bizagi advised the Customer to modify its use of the Cloud Services, if the Customer did not modify its use as advised;

4.1.5. modifications or plug-ins to the Cloud Services, or unsupported programming, unsupported integrations or malicious activities;

4.1.6. Customer's unauthorized action or lack of action when required, or from Customer's employees, agents, contractors, or vendors, or anyone gaining access to the Cloud Services by means of Customer's passwords or equipment, or otherwise resulting from Customer's failure to follow appropriate security practices;

4.1.7. Actions of third parties, including but not limited to security compromises, denial of service attacks, viruses, virus, worm, Trojan horse, or other contaminating or destructive feature contained in Customer Data;

4.1.8. Customer Data, Customer's Applications or Third-Party Content;

4.1.9. Customer's use of the Cloud Services contrary to the terms of the Agreement or the then current Documentation;

4.1.10. the Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Customer's use of the Cloud Services in a manner inconsistent with the features and functionality of the Cloud Services (for example, attempts to perform operations that are not supported) or inconsistent with Bizagi's published guidance;

4.1.11. the Customer's attempts to perform operations that exceed the maximum number of BPUs permitted under the applicable Order Form.

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