

Exhibit to Cloud Services Agreement or Rhapsody SaaS Product Agreement:

Axon Connect Service Level Agreement

All information, including pricing, contained in this Exhibit is confidential.

This Exhibit sets forth the Service Levels applicable to Customer's access to and use of Axon Connect under the Agreement, which includes the Service Levels Objectives, and the associated Services and Support.

1. DEFINITIONS

Unless otherwise noted the definitions in this Exhibit shall have the same meaning as set forth in the Agreement.

"Agreement" refers to the Agreement, or Amendment between the Company and the Customer or Partner, which outlines the terms and conditions governing the provision and use of Axon Connect.

"Axon Connect Management Console" means Company's web-based administrative interface and associated tools made available to Customer for creating, uploading, editing, managing, submitting, publishing, and administering Integration Guides in connection with the Axon Connect Service.

"Business Day" means Monday to Friday, excluding public holidays in the Support Region.

"Downtime" is anytime where the Axon Connect Management Console is not available for use by the Customer, other than Downtime Exclusions.

"Downtime Exclusions" Downtime does not include unavailability caused by: (1) Scheduled Maintenance or a suspension of the Axon Connect Management Console; (2) flaws in Customer's Data or Integration Guide content; (3) acts or omissions of Customer or its agents; (4) the failure of infrastructure, servers or services outside of Company's network on which Axon Connect Management Console is dependent, including, but not limited to, inaccessibility on the Internet that is not caused by Company's network or network providers; (5) a force majeure event as described in the Agreement or events not in Company's direct control; (6) a denial of service attack or unauthorized access (i.e., hacking); (7) Customer's failure to meet the terms and conditions of this Agreement; (8) Customer's use of Axon Connect in a manner that exceeds the intended capacities; and (9) Downtime not reported by Customer within one Business Day of the day the Downtime first began.

"Fault" means an issue with Axon Connect reported by Customer to Company for which Support Services are requested.

"Initial Response Time" means the elapsed time between when Company receives notification of a request for Support Services by Customer and the time that Company acknowledges receipt of that request.

"Integration Guide" means a structured knowledge document created and submitted by or on behalf of Customer through the Axon Connect Management Console that contains technical, operational, and implementation information relating to Customer's products, services, or integrations, intended to facilitate interoperability.

"Normal Business Hours" means, depending on the Support Region: 07:00 to 16:00 Philippines time (for the Asia/Pacific region); 08:00 to 17:00 GMT/BST (for the Europe, Middle East, and Africa region); and 09:00 to 18:00 EST/EDT (for the North America region).

"Scheduled Maintenance" means periodic scheduled upgrades and maintenance on the Axon Connect Management Console and supporting software, which will require making the Axon Connect Management Console unavailable for limited times. Examples of downtime for Scheduled Maintenance may include upgrades to hardware, network device operating systems or configurations, application server operating systems, upgrades or configuration changes to hosted applications, upgrades or configuration changes to database software and upgrades or configuration changes to virtual software management systems.

"Service Levels" refers to the performance guarantees provided by Company regarding the availability, response times, and data backup procedures associated with Axon Connect.

"Support Manual" refers to the guide provided by Company that outlines procedures, contact information, and troubleshooting steps related to the support services for the Axon Connect Management Console offered to Customer. This manual is designed to assist customers in resolving issues and inquiries.

"Support Region" has the meaning of the (i) United Kingdom (for Europe, Middle East, and Africa), (ii) Philippines (for the East Asia/Pacific region), or (iii) the United States East Coast (for North America). Customer shall select one of the three regions set forth in the preceding sentence upon the Agreement's Effective Date as the basis for Support Services going forward.

"Support Services" has the meaning described in Section 4 "Support Services" in this Exhibit.

“Target Resolution Time” means the target elapsed time between when Company receives notification of a request for Support Services by Customer and the time a final position is agreed between Company and Customer. A final position is where either a solution (which may be remedying the Fault or providing a work-around) has been reached or no further action can be taken under the terms of this Agreement. This time is a target only, and Company does not guarantee that any particular request for Support Services will be resolved within the specified time period. The Target Resolution Time does not include any time spent waiting for a response from Customer.

“Updates” refer to modified versions of the Axon Connect Management Console that incorporate enhancements, bug fixes, new features, or security patches. These modifications are designed to improve the functionality, performance, or security of the Axon Connect Management Console and are made available to Customer by Company.

2. SERVICE LEVELS

Company will use commercially reasonable efforts to meet the service levels identified below (together, the **“Service Level(s)”**):

- i. **Data Backup.** If applicable, scheduled backup jobs will be completed every day. A back-up that initially is unsuccessful but is subsequently corrected within one (1) Business Day shall be considered a successful backup for these purposes. Measurement of this objective will occur daily. Regular or continuous replication of data to a local data storage device or a remote data center shall meet the data backup requirement.
- ii. **Target Response and Resolution Time Objectives.** Target Response Time Objectives and Target Resolution Time Objectives are set forth in Table 1 below.

3. LIMITATIONS ON SERVICE LEVELS

The Service Levels will not apply if: (1) Customer makes any modifications that prohibit the Axon Connect Management Console from working properly; (2) Customer violates the terms of this Agreement; (3) Customer becomes ineligible for Service Credits pursuant to any other provision of this Agreement; or (4) if the error is caused by any non-Company provided software or system. If Customer engages in one or any combination of the activities specified in this Section 3, Company may perform additional services without Customer’s prior approval, which Customer will be required to pay for in accordance with the fee schedule set forth herein.

4. SUPPORT SERVICES

- 4.1 During the applicable term and any renewal term, Company shall provide the Support Services for Axon Connect as described below and in the Documentation (the **“Support Services”**). Company shall:
 - i. Correct any failure of the Axon Connect Management Console to perform substantially in accordance with the specifications of the Axon Connect Management Console or any software contained therein, including without limitation, defect repair, programming corrections, and remedial programming or a procedure or routine that, when observed in regular operation of the Axon Connect Management Console, eliminates the practical adverse effect of the Fault.
 - ii. Provide all Updates, bug fixes, enhancements, new releases and versions, and other improvements to the Axon Connect Management Console that Company provides to its other similarly situated customers at no additional charge.
 - iii. Provide unlimited access for up to five (5) named users to the support ticketing system to log any issue. Telephone support is during Normal Business Hours on Business Days in the applicable Support Region, unless otherwise specified herein.
 - iv. Provide online access to technical support bulletins and other user support information and forums, to the extent Company makes such resources available to its customers.
- 4.2 Customer’s support staff will be responsible for first-level support, including (without limitation) the provision of an internal support desk service to end users of the Axon Connect Management Console for providing general assistance and initially diagnosing any operational or functional problems with the Axon Connect Management Console. Customer’s support staff shall timely report Faults that cannot be solved internally in accordance with the procedure outlined in the Support Manual.
- 4.3 Customer shall ensure that its support staff are familiar with and knowledgeable about the functional capabilities and technical operation of the Axon Connect Management Console. If they are not available or are unable to attend within a reasonable time period in relation to a response by Company to a support request, Company reserves the right to lower the Fault Level.
- 4.4 No back-end access to any Company environments will be provided to the Customer.
- 4.5 Company may charge Customer in accordance with its then-current professional services rates, or any Professional Services

Rates defined in the applicable Schedule, for any support outside the scope of the Support Services, including first-level support requests for assistance with respect to use of the Axon Connect Management Console or other matters not relating to Faults (e.g., troubleshooting for problems not relating to Faults).

- 4.6 Company routinely modifies and enhances the Axon Connect Management Console for the purpose of correcting errors, and to make available new releases and new versions of the Axon Connect Management Console. While Customer subscribes to Axon Connect and provided Customer is not in breach of its obligations under this Agreement, Company will make Updates available to Customer electronically. Customer agrees to maintain both an email address, and a method and means to download Updates from Company. Company will use this email address to notify Customer regarding Updates to the software. Customer agrees to promptly install Updates to maintain the Axon Connect Management Console at the most current level.
- 4.7 Customer acknowledges that Company provides Support Services remotely from Company's offices in the United States, United Kingdom, Australia, Philippines, United Arab Emirates, New Zealand, Sri Lanka, and at other locations chosen exclusively by Company. Customer acknowledges that the provision of Company Support and other services will necessitate the transfer of data by Company to, and the processing of that data by, its staff in those offices, and Customer hereby consents to Company transferring and processing that data.

5. TARGET INCIDENT RESPONSE AND RESOLUTION TIME

Company will respond to and work to resolve reported Faults in accordance with this table below:

Target Initial Response Time ¹	Target Resolution Time ²	Coverage Hours
Next Business Day	2 weeks	Normal Business Hours

¹ Target Initial Response Times are goals and not commitments or guarantees.

² Since Errors may not be resolvable within a specific timeframe due to complexity of the solution and other factors, Target Resolution Times are goals and not commitments or guarantees that any particular Error will be resolved within the Target Resolution Time. In addition, the Target Resolution Time does not include any time spent waiting for a response from Customer.