

Service Level Agreement ("SLA")

1. **Availability.** This SLA is entered into on the Effective Date (as defined in the Amendment), by and between Navina and the Customer (each, a “Party” and collectively, the “Parties”). For the duration of the SLA, Navina will ensure that the Navina Platform and services purchased by Customer are available for access and use in accordance with the Agreement (the “Service”) at a monthly Uptime percentage (defined below) of at least 99.9% as measured over a monthly basis.
2. **Definitions.** All capitalized terms used in this SLA without definition shall have the meaning ascribed to them in License Agreement. In addition, the following definitions shall apply to this SLA:
 - I. **"Downtime"** means the total time within a Measured Period during which the Service is inoperable or inaccessible, excluding SLA Exclusions during such Measured Period.
 - II. **"Error"** means an error in the Program which materially degrades the use of the Program.
 - III. **"Measured Period"** means the total number of minutes in a month.
 - IV. **"Critical Priority Error"** means issues that cause complete downtime or major disruption affecting all users.
 - V. **"High Priority Error"** means issues that significantly impair functionalities for a large number of users but do not entirely prevent operation.
 - VI. **"Medium Priority Error"** means problems that affect the functionality of the Navina tool but have workarounds or affect only a few users.
 - VII. **"Low Priority Error"** means issues that have minimal impact on the operation and functionality of the Navina tool.
 - VIII. **"Resolution"** means Navina has completed a fix that is intended to be permanent, and at the time of implementation, corrects the Error.
 - IX. **"Response"** means that Navina has identified the appropriate personnel responsible for resolving the issue, incident, or problem, and for High Priority Errors and Medium Priority Errors, the appropriate personnel responsible for the response to such issue, incident, or problem have begun work on the Resolution of the issue, incident, or problem.
 - X. **"Scheduled Downtime"** means any Downtime (a) of which Customer is notified at least seven (7) calendar days in advance, or (b) during a standard maintenance window, as published by Navina from time to time; provided that such standard maintenance window is published at least seven (7) calendar days in advance.
 - XI. **"Uptime"** means the total period in minutes during which the Service is available for access and use and is functioning in accordance with its specifications and documentation during a Measured Period.
 - XII. **"Uptime Percentage"** means Uptime expressed as a percentage, calculated in accordance with the following formula:

$$\text{Uptime Percentage} = X / (Y - Z) \times 100$$

X	=	Uptime
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Y	=	Measured Period
Z	=	The duration (in minutes) of any SLA Exclusions during the applicable MeasuredPeriod.

3. SLA Exclusions.

3.1 Navina's obligations hereunder are based on and subject to the Customer: (i) complying with Navina's instructions, if any, for performing any corrective action; and (ii) maintaining the connectivity (with acceptable bandwidth) of the Customer's workstations to the main Internet, as well as creating and maintaining firewall definitions and opening required ports that permit access to the Service.

3.2 The following shall not be considered within the definition or calculation of Downtime: (i) Scheduled Downtime totaling less than six (6) hours in a calendar month; (ii) Service unavailability that is attributable to: (a) causes beyond Navina's reasonable control, such as a force majeure event, AWS downtime or communications or internet service provider; (b) Customer's failure to perform any obligation under the Agreement that is a prerequisite to the performance of the Service; or (c) any negligent actions or omissions of the Customer or any third party acting on its behalf; (iv) Service unavailability caused by the suspension and termination of Customer's right to use the Program in accordance with the Agreement; (each an "SLA Exclusion").

4. Support.

4.1 A request for support services ("**Support Services**") may be submitted during the hours of 8AM-5PM EST, between Monday through Friday, excluding national holidays ("**Business Hours**"). via email at support@navina.ai, or via Navina's support desk on the Program. Any request for Support Services submitted outside of Business Hours will be considered received within the first hour of the next business day (EST). Support Services requests for Critical Priority Errors must be initiated outside of business hours through telephonic contact with the designated support line.

4.2 Technical Assistance. Navina shall promptly and professionally respond, within a reasonable time during Business Hours (defined above), to any Customer technical questions regarding the installation and use of the Program ("**Technical Assistance**"). In responding to a request for Technical Assistance, Navina may choose, in its discretion, to use a web-based remote access Program that enables a Navina engineer and Customer to work on and view the same computer screen.

4.3 Response Times. In the event that Navina receives notice of an Error from one of Customer's employees, Navina shall exercise all commercially reasonable efforts to meet the following response and target resolution times:

During Business Hours:

Error Classification	First Response Time	Target Resolution
Critical Priority Error	1 (one) hour	5 (five) hours
High Priority Error	2 (two) hours	5 (five) days
Medium Priority Error	24 (twenty-four) hours	Next Program Release, or 30 days, whichever is greater.

Low Priority Error	4 (four) days	Will be assessed based on Future Product Roadmap
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During Off-Hours:

Error Classification	First Response Time	Target Resolution
Critical Priority Error	2 (two) Hours	6 (six) hours

5. **Issue Resolution & Closure.** Follow-up survey for feedback on the resolution of each support ticket will be generated by Navina.
6. **Monitoring & Reporting.** Quarterly review meetings to discuss SLA performance and opportunities for improvement will be conducted by the Parties.
7. **Revision and Amendment SLA**
 - 7.1 SLA to be reviewed annually or as required.
 - 7.2 Amendments to be made in consultation with all stakeholders.