

# Panoptica Service Level Agreement - Server and Device

v. 1.0

This Service Level Agreement (“SLA”) forms part of the Server and Device License agreement between the Customer and VizworX (“Agreement”). In the event this document is translated into any other languages, the English version shall be authoritative. VizworX encourages the Customer to review the online SLA periodically.

## 1. Introduction

This SLA describes the levels of Product availability and support that the Customer can expect to receive from VizworX for the duration of the Agreement.

## 2. Definitions

As used in this SLA, the following terms shall have the meanings specified below. Any capitalized terms not defined herein shall have the meaning attributed to them in the Agreement. In this SLA the singular includes the plural and vice versa; the words "month", "year", and "quarter" mean calendar month, calendar year, and calendar quarter, unless otherwise stated; and the word "including" (or any analogous word or phrase) means “including without limitation”.

Business Day	09:00 to 17:00, Mountain Time, not including Saturday, Sunday or public holidays.
Business Hour	Any hour during the Business Day.
Knowledge Base	VizworX help portal located on the VizworX website ( <a href="http://www.panoptica.io/support">www.panoptica.io/support</a> ) that publishes information on how to perform tasks in the Product and responds to frequently asked questions.
Resolution Time	The time that elapses from the Response Time until the alert is resolved.
Response Time	Measures the time that elapses between the receiving of an alert and the time of commencing work on the issue.
Seat	A licensed copy of the Panoptica device software installed on a device such as a Microsoft HoloLens or mobile device.
SLA Effective Date	The License Start Date stated in the Agreement or applicable Statement of Work and the date this SLA enters into force.
Ticket	An electronic request sent to VizworX by Customer (e.g. requesting a solution to an incident).

### 3. **Scope of the Service Level Agreement**

This SLA applies only to the Product and Professional Services described in the Agreement or applicable Statement of Work. This SLA does not apply to any software, equipment, services, or other parts of an information technology system that are not purchased from or managed by VizworX.

VizworX will rectify material issues with the Product, except where:

- a. The issue has been caused by the Customer's use of the Product in a manner that is contrary to VizworX Training, Knowledge Base, or any other instruction issued by VizworX;
- b. The Customer has made unauthorized changes to the configuration or set-up of the affected Product;
- c. The Customer has prevented VizworX from performing maintenance on the Product;
- d. The issue has been caused by Third Party Products; or
- e. The issue has been caused by User(s), including by modifying part of the software or by adding, deleting, or assigning improper rights to Users.

### 4. **SLA Effective Date and Term**

This SLA will be effective from the License Start Date and will terminate without further notice and without right to compensation or restitution upon the expiry or termination of the Agreement or applicable Statement of Work.

### 5. **Responsibilities**

VizworX responsibilities:

- a. ensure the relevant Product and Professional Services are available to the Customer;
- b. respond to support requests within the timescales listed below;
- c. take steps to escalate, diagnose, and resolve issues in an appropriate and timely manner, including the allocation of a sufficient number of skilled staff and the collection of necessary information; and
- d. maintain clear and timely communication with the Customer at all times.

Customer responsibilities:

- e. use the Product as intended under the Agreement;
- f. update server and device software within 20 business days of release;
- g. notify VizworX of issues or problems in a timely manner and as thoroughly as is possible;

- h. cooperate with VizworX in its efforts to escalate, diagnose, and resolve issues by providing timely and accurate responses to requests for information;
- i. in case of an A-Priority Alert, ensure the availability of a sufficient number of skilled Customer employees to cooperate with VizworX;
- j. provide VizworX with access to equipment, software, and services for the purposes of maintenance, updates, and fault prevention; and
- k. maintain staff with adequate information technology knowledge to fulfil these responsibilities.

**6. Response Time and Resolution Time**

In the event of an alert, VizworX is deemed to have responded when it has replied to the Customer’s initial request. This may be in the form of an email or telephone call, to acknowledge receipt of the Customer’s request, provide a solution, or request further information.

The Response Time and Resolution Time will depend on the priority of the item(s) affected and the severity of the alert, as set out in the following schedule:

<b>Alert Type</b>	<b>Issue severity</b>	<b>Response Time</b>	<b>Resolution Time</b>
A-Priority Alert	Highly critical alert. Product is not available for use or a significant proportion of the contracted functionalities are not available.	Within 4 Business Hours	Within 8 Business Hours, inclusive of the A-Priority Alert Response Time.
B-Priority Alert	Critical alert. One or more elements of the Product critical to the functioning of Customer’s business have ceased to respond completely or respond extremely slowly.	Within 8 Business Hours	Within 8 Business Hours, exclusive of the B-Priority Alert Response Time.
C-Priority Alert	Non-critical alert. One or more elements of the Product have ceased to respond completely or respond slowly and a workaround is available.	Within 16 Business Hours	Within 16 Business Hours, exclusive of the C-Priority Alert Response Time.
D-Priority Alert	Notification of minor issue that does not prohibit the Customer from utilizing Product in any material way.	Within 32 Business Hours	Best effort.

## 7. Problem Management

VizworX Support regularly analyses all Customer Tickets in order to identify trends and bottlenecks. Based on these findings, Support updates the Knowledge Base with information explaining the solution to “known errors”.

In order to respond to FAQs and help Customers to resolve common problems without needing direct assistance from Support, VizworX maintains the Knowledge Base on the VizworX website ([www.panoptica.io/support](http://www.panoptica.io/support)). VizworX Support has defined four general types of FAQs:

- a. **Technical issues** are related to a particular bug, security or backup failures, or any other type of non-functioning of the Product. Example: "A video preview isn't showing."
- b. **User questions** arise from instances when the system fails to be self-explanatory. VizworX works hard to prevent these questions and reduce them to an absolute minimum. Example: "How do I upload an image?"
- c. **Requests** are requests to change the Product, features or settings. Example: "Can you set up a new filter in our environment?"
- d. **Content questions** are related to the contents of the Customer Data itself. The Customer is the creator and controller of its Customer Data, and is therefore tasked with providing User support for these questions. Example: "The model is the wrong one for the model review — we need."

## 8. Help Desk

If your question is not resolved via the Knowledge Base, the VizworX help desk can be contacted by email anytime via [tech@vizworx.com](mailto:tech@vizworx.com), or by telephone at +1 844.936.2503 during Business Hours.

## 9. Release Policy

VizworX releases the Server Product via an online repository on a minimum of a monthly basis. This means that whenever a new release of Panoptica Server is ready it will be uploaded to the online repository for Customer download and installation. VizworX will endeavour to announce any such releases at least 5 days in advance by email with read receipt to the email address provided for the administrator(s) for the Customer's account and in any case will announce no later than 24 hours in advance. It is Customer's responsibility to update their server software within 10 working days of any new Server Product becoming available in the online repository.

Urgent bug fixes that impact availability and critical features will be released immediately to the online repository in accordance with the Resolution Time schedule.

VizworX releases the Device Product via the appropriate device application store (e.g. the Microsoft HoloLens store for HoloLens device software) on a minimum of a monthly basis. VizworX will endeavour to announce any such releases at least 5 days in advance by email with read receipt to the email address provided for the administrator(s) for Customer's account and in any case will announce no later than 24 hours in advance. It is Customer's responsibility to update their device software within 10 working days of any new Device Product becoming available on the respective device application store.

Urgent bug fixes that impact availability and critical features will be released immediately to the appropriate application stores in accordance with the Resolution Time schedule.

#### **10. Software Improvements**

VizworX will make available to Customer new versions, releases, and updates to the Product to solve defects and/or errors, keep the Product up-to-date with market developments, or otherwise improve (the operation or functionality of) the Product. These improvements may include bug fixes. VizworX will only support the most recent version of the Product.

New versions, releases, or updates will contain at least the level of functionality as set out in this SLA and as contained in the version or release of the Product previously used by Customer, and will not otherwise negatively impact Customer's use of the Product. VizworX shall make reasonable efforts to ensure that when performing such actions, the impact on Customer and its User(s) is limited.

#### **11. Updates to the SLA**

This SLA may be updated at VizworX's discretion, but only after providing thirty (30) days' notice, after which it shall be effective ("SLA Effective Date"). Such notice will be sufficient if provided to a User designated as an administrator of Customer's Product account either: (a) as a note on the screen presented immediately after completion of the log-in authentication credentials at the log in screen, or (b) by email with read receipt to the email address provided for the administrator(s) for Customer's account. If Customer objects to any such changes, Customer's sole recourse shall be to terminate the Agreement. Continued use of the Product following the SLA Effective Date of any update shall indicate Customer's acknowledgement of such update and agreement to be bound by the updated SLA. When VizworX changes this SLA, the "Updated" date below will be changed to reflect the publication date of the most recent version.

Updated: 14 April 2020.