

KYRIBA GLOBAL ONLINE HOSTING SERVICE LEVEL AGREEMENT

Version of 1 July 2022

1. Definitions

Certain capitalized terms, not otherwise defined in this Online Hosting Service Level Agreement (hereinafter "SLA"), will have the meanings set forth in the Terms and Conditions for Online Cloud Services signed by the Parties (hereinafter the "Terms").

"Emergency Maintenance" means maintenance performed by Kyriba that occurs outside of the Regularly Scheduled Maintenance Period and Non-Regularly Scheduled Maintenance.

"Downtime" means the total amount of time during a calendar month, measured in minutes, during which access to the features and functions of the SaaS Service is not available and verified by Kyriba. Downtime does not include interruption of the SaaS Services during any Regularly Scheduled Maintenance Period, Customer-caused outages or disruptions, outages caused by Customer's or Users' telecommunications and/or Internet services, software or hardware not provided and/or controlled by Kyriba (including third party software, networks or sites that are accessed or linked through the SaaS Services), or outages caused by disruptions attributable in whole or in part to Force Majeure Events.

"Non-Regularly Scheduled Maintenance" means maintenance performed by Kyriba outside of the Regularly Scheduled Maintenance Period for which Kyriba has provided Customer with at least two calendar days prior written notification (which may be through support portal or a message on the console). The notification period hereunder is subject to change from time to time at Kyriba's sole discretion.

"Regularly Scheduled Maintenance Period" means the time period that Kyriba reserves for scheduled maintenance as set forth herein, which may be subject to change from time to time at Kyriba's sole discretion.

"System Availability" means, with respect to a particular calendar month, the percentage derived by dividing (x) the total possible minutes of system availability during such month minus the total minutes of Downtime during such month, divided by (y) the total possible minutes of system availability of the SaaS Services during such month.

"Unavailability" means that the access to features and functions of the SaaS Services are unavailable as determined by Kyriba's monitoring system designed to determine the status of the platform through a periodic poll status of each sub-system and component.

2. Scheduled/Unscheduled Downtime

Kyriba will provide release management and change control services to ensure that servers, network devices, storage, operating system software, utility software, and applications are updated, audited, and logged and that new releases, patch releases, and other new versions are implemented as deemed necessary by Kyriba to maintain the SaaS Services. Customer understands and acknowledges that the SaaS

Services serve many clients, and Kyriba is permitted to make changes to the hosting environment, network, telecommunications, data storage, and any/all other information technology infrastructure or environment that are involved, without seeking or obtaining any consent from Customer. The Regularly Scheduled Maintenance Period shall be, on an as-needed basis, (1) between 6:00 p.m. and 3:00 a.m. on workdays in the time zone of the region the platform is located in and (2) on weekends. Kyriba will exercise commercially reasonable efforts to perform scheduled system maintenance during the Regularly Scheduled Maintenance Period, including maintenance of the hosting equipment, facility, software, or other aspects of the SaaS Services. Kyriba may interrupt the SaaS Services outside of the Regularly Scheduled Maintenance Period for Non-Regularly Scheduled Maintenance or Emergency Maintenance. Kyriba will always endeavor to keep any service interruptions to a minimum.

Kyriba reserves the right to change the aggregated times set forth in the scheduled maintenance table below, provided that Kyriba endeavors to provide 5 business days' prior notice to Customer by a message on the console and/or an email that contains links to the release notes. The notification period hereunder is subject to change from time to time at Kyriba's sole discretion.

Regularly Scheduled Maintenance Table

Frequency of Regularly Scheduled Maintenance	Purpose of Regularly Scheduled Maintenance	Maximum Duration of Regularly Scheduled Maintenance
Weekdays and Weekends, as needed	Minor maintenance	4 hours
Once per calendar month	Major maintenance/upgrades	8 hours during weekends

3. System Performance

(a) **System Availability.** Kyriba will undertake commercially reasonable measures to ensure that System Availability equals or exceeds 99.9% during each calendar month (the "Service Standard").

(b) **Exclusion.** Services designated in writing as training, beta, limited release, developer preview, development or test bed environments, or by descriptions of similar meaning are excluded from this SLA. Kyriba shall have no obligations under this SLA during any period in which Customer is in material breach of the Terms, including any period in which Customer has failed to meet its payment obligations thereunder. In addition, Kyriba is not responsible for any Downtime resulting from the following, which would not be included in the calculation of Downtime or System Availability:

- any Regularly Scheduled Maintenance Period
- Customer-caused outages or disruptions
- outages caused by Customer's or Users' telecommunications and Internet services, software or hardware not provided and controlled by Kyriba (including third party software, networks or sites that are accessed or linked through the SaaS Services)

- other outages due to inability of Customer to access the internet and/or SaaS Services, where inability to access the internet or website is not the result of a failure by Kyriba or its website
- lack of availability or untimely response of Customer's personnel to incidents that require Customer's participation for problem source identification and/or problem resolution
- lack of or poor performance of Customer's systems; or
- outages caused by disruptions attributable in whole or in part to Force Majeure Events

4. Measurement and Reports

(a) **System Monitoring and Measurement.** Kyriba will provide monitoring of System Availability on an ongoing basis. Kyriba may use its reasonable discretion in selecting the tools and procedures used in measuring and monitoring Kyriba's performance, provided that such tools and procedures are sufficient to enable Kyriba to calculate and monitor accurate System Availability. All measurements of System Availability will be calculated on a monthly basis for each calendar month during the Term. Availability of access to the features and functions of the SaaS Services is determined through the use of a dedicated tool monitoring the status of the platform, which provides a periodic status of each of the sub-systems or components. Based on this information a global platform status is calculated.

(b) **System Performance Reports.** At Customer's written request, Kyriba shall provide reports to Customer setting forth a calculation of System Availability for the relevant preceding period. If Customer disagrees with any measurement or other information set forth in any such report, it must so inform Kyriba in writing within ten (10) business days after receipt thereof, provided that the accuracy of any such report shall be deemed conclusive unless such written notice is provided by Customer within such 10-day period. Any such notice must indicate specific measurements in dispute and must include a detailed description of the nature of the dispute. Kyriba and Customer shall in good faith work together to settle any such disputes regarding System Availability and/or related measurements in a timely manner.

5. Customer Requirements

(a) **Minimum System.** The Service Standard set forth in this SLA assume that Customer and/or Users, as applicable, use support versions of browsers as specified in the Kyriba Enterprise Technology Guide.

(b) **Additional Customer Obligations.** Customer is responsible for maintenance and management of its computer network(s), servers, software, and any equipment or services related to maintenance and management of the foregoing. Customer is responsible for correctly configuring its systems in accordance with any reasonable instructions provided by Kyriba, as may be reasonably necessary for the provision of access to the features and functions of the SaaS Services.

(c) **Reporting of Downtime:** Downtime will begin when Kyriba first becomes aware of such Downtime from its monitoring system.

(d) **Non-Performance by Customer.** The obligations of Kyriba set forth in this SLA will be suspended to the extent any failures to meet such obligations result in whole or in part from Customer's or its Users' failure(s) to meet the foregoing obligations.

6. Remedies

(a) **Credits Against Fees.** In the event System Availability is less than 99.9% in any particular calendar month, Customer will be entitled to credits against its subsequent payment obligations (as set forth in Order Schedule) equal to a percent of the Fees paid by Customer during such calendar month for the SaaS Services, according to the credit table below. Any credits hereunder shall be applied to the next invoice issued by Kyriba; provided that if such credit has not been issued or used prior to the termination date or expiration of the Terms, then Kyriba shall make a payment to Customer in an amount equal to the then remaining service balance.

(b) **Customer Must Request Service Credit.** In order to receive any of the credits described above, Customer must notify Kyriba within thirty days from the time Customer becomes eligible to receive a credit. Failure to comply with this requirement will forfeit Customer's right to receive a credit.

Credit Table

System Availability	Credit Amount
98.0 – 99.9%	5% of Fees for the SaaS Services in month (or if the fee is an annual fee then 5% of 1/12 of the annual fee)
97.0 – 97.99%	10% of Fees for the SaaS Services in month (or if the fee is an annual fee then 10% of 1/12 of the annual fee)
96.0 – 96.99%	15% of Fees for the SaaS Services in month (or if the fee is an annual fee then 15% of 1/12 of the annual fee)
< 96.00%	20% of Fees for the SaaS Services in month (or if the fee is an annual fee then 20% of 1/12 of the annual fee)

In no case shall the total credit amount for any month exceed 20% of Fees for the SaaS Services for that month.

(c) **Exclusive Service Credits.** Customer's rights under Section 6(a) are Customer's sole and exclusive remedy and Kyriba's sole and exclusive liability in respect of any Downtime or any failure by Kyriba to meet the Service Standard described herein.

7. Data Backup and Retention

(a) **Backup Retention and Recovery of Customer Data.** Kyriba provides an Active/Standby mode for backup and recovery of Customer Data, in which data and servers are replicated. A customer is hosted on a primary site or region at any given time. In this configuration, servers from data center A are replicated to data center B, and the same operation is done with data center B to data center A. As a part of the SaaS Services, Kyriba is responsible for maintaining a backup of Customer Data in one of its two data centers, for an orderly and timely recovery of such data in the event that the SaaS Services may be interrupted.

- Production Platform

Production Scheduled Backup Table

Type of Back-Up	Frequency of back-up	Retention Period	Description
Full Back-Up	Weekly	10 years	Full server backup
Daily Incremental Files	Daily	30 days	All Customer and Kyriba Data

- Sandbox Platform

Sandbox Scheduled Backup Table

Type of Back-Up	Frequency of back-up	Retention Period	Description
Full Back-Up	Weekly	3 months	Full server backup
Daily Incremental Files	Daily	15 days	All Customer and Kyriba Data

(b) **Archived Data.** Customer Data older than twenty-four (24) months may be archived.

(c) **System Recovery.** In case of system failure, data corruption and/or data loss, or in the event of destruction of the secure data center hosting the Kyriba systems, Kyriba shall use its commercially reasonable efforts to ensure that the minimum necessary recovery services are carried out with a Recovery Time Objective (RTO) of 4 hours and a Recovery Point Objective (RPO) of 2 hours.

8. Information Security and Compliance

Customer may elect to purchase a subscription to Enhanced Security Services, at an additional cost, which shall provide access to the following additional services:

- Completion of Customer Annual Security Questionnaire: Customer may submit a security questionnaire to Kyriba for completion within 30 days,

- Annual Penetration Testing of Kyriba Application: In partnership with Kyriba, Customer can conduct an authenticated penetration test of Kyriba's non-production environment,
- Annual Customer Audit of Kyriba: In addition to our Security and Compliance Document Bundle, Kyriba will provide audit evidence on the topics of Change Management, Incident Management, Backups, Disaster Recovery Testing, Vulnerability Management, Patching and Security Awareness Training. Not an onsite audit.

9. Customer Support

(a) Technical and functional Support Hours. The subscription to the SaaS Services provides access to Kyriba Customer Support as defined in this article ("Customer Support"). Kyriba Customer Support is provided by client support centers covering three regions: EMEA, APAC, and AMERICAS.

Customer will receive support in the time zone of the region of the applicable support center that corresponds to the region of the account's location. Kyriba offers optional support packages as set forth herein, at an additional cost, offering extensive coverage as well as personalized service options.

(b) Support Communication

Communication will be in the designated language(s) for each support center as set forth in table 9(a) below. Customer may contact Kyriba Customer Support in the following ways:

- Web at any time through the Kyriba customer portal (<https://community.kyriba.com/csm>),
- Email at any time at support@kyriba.com, and
- Telephone during primary hours only

Customer can have three (3) designated support contacts. These contacts are required to be trained Users with sufficient knowledge of the application to serve as a central point of communication between other Users and Kyriba Customer Support.

Support will be delivered in accordance with the response times set forth in table 9(b) below.

(c) Kyriba Customer Support Portal. Kyriba provides Users access to the Kyriba Customer Support Portal, i.e. Kyriba's online support portal. It provides clients with a knowledge base, summary of service Availability, incidents' follow-up, and the ability to raise case status. Three (3) Users have access the portal and this can be increased up to 15 maximum total Users under the Platinum Support option. Additional users may be added and will have limited access to the Customer Support Portal. The Customer Support Portal provides access to the following.

- Knowledge Base - collection of documentation that includes answers to frequently asked questions, how-to guides, and troubleshooting instructions.
- Case Management - open new cases with Kyriba Customer Support and monitor case status. [Support contacts only]
- Status - View platform and bank connectivity status and learn what's new at Kyriba.

- User management – maintain, add, and remove support and key operational contacts.

(d) Support Availability Tables

Support Availability Table 9(a)

Coverage		Period	Americas	EMEA	Asia – Pacific
Availability	Primary Hours	Monday to Friday	8 AM – 8 PM EST	8 AM – 7 PM CET	08:00 AM – 6:00 PM SGT/BJT 09:00 AM - 5:30 PM JST
		Sunday (Middle East only)		8 AM – 4PM CET ⁽¹⁾ ⁽¹⁾ English only	
	Secondary hours	Bank holidays Weekends	8 AM – 8 PM EST	8 AM – 7 PM CET	8:00 AM – 6:00 PM SGT/BJT
Channels	Telephone	Primary hours only	English +12029648607 Spanish +12085682860	English +442039713587 French +33182884602 ⁽²⁾ German +49 711 892 647 84 ⁽²⁾ ⁽²⁾ 8:30 AM – 5:00 PM CET	English +6531570960 Chinese +864008427988 Japanese +81345674062 ⁽³⁾ ⁽³⁾ 9:00 AM – 5:30 PM JST
	Email	Any time	Email Address: support@kyriba.com		
	Client Support Portal	Any time	Web: https://community.kyriba.com/csm		

Kyriba Support Response. Kyriba shall respond to support requests based on the priority level assigned to each request as determined by both Customer and Kyriba and as described below.

Support Priority Response Table 9(b)

Priority	Description	Kyriba Response Guidelines
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<p>Priority 1</p> <p><i>Critical Customer Support Incidents</i></p>	<p>Priority 1 means an incident of the most critical nature that causes the SaaS Services to cease operating or results in Downtime.</p> <p>This category is characterized by the following:</p> <ul style="list-style-type: none"> • service unavailability • actual or alleged security breaches. 	<p>Actions of the Customer Support are listed as follows:</p> <ol style="list-style-type: none"> Consideration of the request (response time): <ul style="list-style-type: none"> • primary Hours: < 30 minutes response • secondary Hours: < 4 hours-response Kyriba will assign resources and will either (i) resolve the issue or (ii) propose an acceptable workaround Customer is notified of issues within 15 minutes of confirming issue. follow-up status communicated to Customer every 4 hours and/or posted on alternate site with Kyriba staff available for contact by Customer with 2-hour response.
<p>Priority 2</p> <p><i>Urgent Customer Support Incidents</i></p>	<p>Priority 2 means an incident which degrades services performance and impairs services functionality.</p>	<p>Actions of the Customer Support are listed as follows:</p> <ol style="list-style-type: none"> Consideration of the request (response time) : <ul style="list-style-type: none"> • Primary Hours: < 2-hours response. Kyriba will make best efforts to resolve or to propose a workaround within 2 business days.
<p>Priority 3</p> <p><i>Non-Service Impacting and Informational Inquiries</i></p>	<p>Priority 3 means informational inquiries with service enhancement initiatives that are low priority and not time sensitive including, but not limited to, Users' requests for information and instructions. for normal operations. These include, but are not limited to, cosmetic or minor flaws in the SaaS Services that have little to no impact on normal business operations, suggestions from Customer for enhancements, or requests from Customer for new services or modifications to the existing SaaS Services.</p>	<p>Actions of the Customer Support are listed as follows:</p> <ol style="list-style-type: none"> Consideration of the request (response time) : <ul style="list-style-type: none"> • Primary Hours: < 8-hours response. Kyriba will process in accordance with its products' development schedule

The Kyriba Sales (Account Management) Department will manage support requests from Customers relating to the following:

- (1) establishment of bank connection, FTP connection or network configuration.
- (2) consulting/professional service requests such as application settings and new module configuration; and
- (3) any training.

These requests will be coordinated with Kyriba's Consulting team, once written approval by Customer for the corresponding work has been received.

(e) Optional support packages.

(i) Multi-Center Support (optional). _Customer may elect to purchase a subscription to Multi-Center Support, at an additional cost, which shall provide access to the following additional regional coverage:

- Access to all support centers during primary hours as set forth in table 9(a) below,
- Up to a total of 6 designated support contacts amongst all regions, and
- Each designated support contact shall interact with the support center during the applicable operating hours for such support center nearest to their region. For example, a European support contact would contact EMEA Support Center.

(ii) Premium Support (optional)._Customer may elect to purchase a subscription to Premium Support, at an additional cost, which shall provide access to the following additional coverage and services:

- Access to all support centers during primary hours as set forth in table 9(a) below,
- Telephone priority,
- Dedicated monitoring that includes the End of Day (previous business day) integration of bank statements, bank cash balance variances monitoring, and payments sent out to the banks (ACK Levels 1 & 2) at times to be agreed to with the customer and in accordance with scheduled jobs (up to every 2 hours),
- Up to a total of 9 designated support contacts amongst all regions), and
- A designated "Support Account Manager" or "SAM" that is familiar with Customer's environment and procedures, and
- Account review meeting organized, every other month, by the designated SAM, and
- Access, via the Customer Support Portal, to a dashboard containing a summary of Kyriba's performance against main KPI's.
- Proactive communication on platform incidents and bank communication status.
- Onsite visit by the designated SAM, once every 12 month period and up to 4 hours. These are relationship oriented meetings that aim to review main achievements, challenges, and main priorities covering the subsequent 6-12 months, which may include an overview of new functionalities that may become available. Travel costs associated with such visit are not included in the subscription to Premium Support.

(iii) **Platinum Support (optional).** Customer may elect to purchase a subscription to Platinum Support, at an additional cost, which shall provide access to the following additional services in addition to all Premium Support functionalities listed above:

- Up to a total of 15 designated support contacts across all regions), and
- Additional monitoring will include bank account integration during business hours (occurring once every two hours), analysis of bank cash balance variances, analysis and suggested resolution; rejected payment monitoring and analysis (ACK Level 4); Inbound & Outbound file integration with ERP, and
- Functional Assistance / Virtual User Training. Allocation of hours for consulting (8 hours / month) utilized for user training, existing functionality or module optimization, documentation writing, and setup assistance. This service is typically provided by Kyriba's professional services team, which will require pre-booking. Hours may rollover for up to 3 months provided that Customer is subscribed to a Platinum Support agreement during such 3-month period, and
- Yearly Plus Session in order to provide an analysis and evaluation of existing configuration and supply recommendations for creating further workflow efficiencies. Kyriba product expert will evaluate and document potential enhancements that would create additional efficiencies in operations and workflow, and
- Onsite visit, by the designated SAM, twice per 12 month period and up to 6 hours per meeting. These are relationship oriented meetings that aim to review main achievements, challenges, and main priorities covering the subsequent 6-12 months, which may include an overview of new functionalities. Travel costs associated with such visit are not included in the subscription to Premium Support.
- Escalation path to the Regional Head of Client Support