

EXHIBIT A

THIS SERVICE LEVEL ADDENDUM is incorporated into and made part of those certain Terms and Conditions (the “Agreement”) entered into by and between Antidot and Customer. In the event of a conflict between the terms of this Service Level Addendum and the terms of the Agreement, this Service Level Addendum will prevail.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined in this Service Level Addendum, will have the meanings set forth in the Agreement. The following capitalized terms will have the definitions set forth below:

“Support”: Defined as assistance to Customer for any functional or technical task or question, such as helping in configuration, usability and troubleshooting, when the Software is not at Fault.

“Perfective Maintenance”: The delivery of enhanced versions of the Software designed to make it more reliable (through the elimination of certain identified defects or imperfections), more effective or easier to use or to add new functions.

“Corrective Maintenance”: Defined, in the case of a proven Fault in the Software’s performance, as diagnostic analysis, correction and the delivery of patches or a new version of the Software for the purpose of restoring the Software to operational compliance, or a workaround method for reducing the severity of the Fault.

“Fault”: Defined as the reproducible finding that a result has been obtained that does not comply with the Software specifications or documentation. Three types of faults are identified and defined below: Critical Fault, Major Fault and Minor Fault.

“Critical Fault”: A problem that renders the Service inaccessible, or Software or one of its essential functions unusable, as a result of which an essential function of the Software is unusable during production unless a workaround solution is found.

“Major Fault”: A problem that produces limitations or restrictions on the use of the Software during production, but such limitations or restrictions are not sufficient to describe the fault as critical, as a result of which an essential function of the Software cannot be tested.

“Minor Fault”: A problem with no significant impact on the use of the Software.

“Fault Report”: A form used by customers to notify Antidot of any Fault that may arise, whatever its nature. This form is available to Customer via a Fault management tool; Customer can use this computer tool to track the status of the response to the Fault and learn how the problem is being addressed and corrected.

“System Uptime”: Means the total amount of time during any calendar quarter, measured in minutes, during which Customer has the ability to access the features and functions of the Service, as contemplated in this Service Level Addendum.

“Scheduled Downtime” will mean the total amount of time during any calendar quarter, measured in minutes, during which Customer is not able to access the Service due to planned system maintenance performed by Antidot, as set forth below. Antidot will exercise reasonable efforts to avoid service downtime, or to perform scheduled system maintenance of the Software between the hours of 7:00 PM and 6:00 AM Central European Time. Antidot reserves the right to change the aggregated times set forth below, provided that Antidot provides reasonable prior notice prior to modifying such Scheduled Downtime.

Scheduled Downtime will occur during the weekend or once per calendar month for a maximum duration of 2 hours.

“Unscheduled Downtime” will mean the total amount of time during any calendar quarter, measured in minutes, during which Customer is not able to access the features and functions of the Service, as contemplated in this Service Level Addendum, other than Scheduled Downtime, as defined above.

“System Availability” will mean, with respect to any particular calendar quarter, the ratio obtained by subtracting Unscheduled Downtime during such quarter from the total time during such quarter, and thereafter dividing the difference so obtained by the total time during such quarter. Represented algebraically, System Availability for any particular calendar quarter is determined as follows:

$$\text{System Availability} = (\text{Total Quarterly Time} - \text{Unscheduled Downtime}) / \text{Total Quarterly Time}$$

Antidot will provide for monitoring of System Availability on an ongoing basis. All measurements of System Availability will be calculated on a quarterly basis for each calendar quarter during the Term.

“Total Quarterly Time” is deemed to include all minutes in the relevant calendar quarter, to the extent such minutes are included within the Term of this Agreement.

2. SOFTWARE SUPPORT

2.1 Access to Support; Response Times.

Customer may report a Fault or request Support at any time by using the online helpdesk tool provided by Antidot: <https://help.fluidtopics.com>.

Antidot shall provide Software support services to a designated list of Customer's representatives in accordance with the below SLA table for Software production environments. Support services hours in the table below refer to hours of coverage on Antidot's regular business days: they include 9am to 6pm for Eastern (UTC-5) and for Central European (UTC+1) time zones.

	During support services hours		Outside support services hours	
	Initial Response Time	Max Time To Resolution	Initial Response Time	Max Time To Resolution
Critical Fault	1 hour	4 hours	2 hours	8 hours
Major Fault	1 hour	8 hours	4 hours	12 hours
Minor Fault	2 hours	Next major release	Not applicable	Not applicable
Support	4 hours	Not applicable	Not applicable	Not applicable

Antidot does not provide support services to Customer's end users. Any Fault applying to a staging, development or test environment is considered as a Minor Fault. Before requesting support, Customer must have: (i) exhausted any troubleshooting procedures made available by Antidot, and (ii) with respect to such critical issues, provided Antidot with detailed information describing the critical issue upon reporting such critical issue to Antidot. If such necessary detailed information, such as logs or elements for reproducing an issue are not provided to Antidot by Customer, Antidot's corresponding support obligations shall be suspended until such time as such necessary information is delivered to Antidot.

3. REMOTELY HOSTED SOFTWARE CUSTOMER REQUIREMENTS; PERFORMANCE; REMEDIES

3.1 System Availability. Antidot will undertake commercially reasonable measures to ensure that System Availability exceeds 99.9% during each calendar quarter (the "**Service Standard**"), provided that any Unscheduled Downtime occurring as a result of (i) Customer' breach of any provision of this Service Level Addendum; (ii) Customer' non-compliance with any provision of the Agreement; (iii) incompatibility of Customer' equipment, hardware or software with the Services; (iv) performance of Customer' systems; (v) use of the Software that does not comply with the functional or operating documentation; (vi) failure by Customer to install a patch or version recommended by Antidot that does not alter the Software's functions; or (vii) force majeure event, shall not be considered toward any reduction in System Availability measurements.

3.2 Reporting of Fault and Unscheduled Downtime. Customer must promptly notify Antidot in the event that Customer becomes aware that Unscheduled Downtime or a Fault has occurred. Unscheduled Downtime will be deemed to begin when Antidot receives accurate notification thereof from Customer, or when Antidot first becomes aware of such Unscheduled Downtime, whichever first occurs.

The support process proceeds as follows:

(i) Delivery of Fault Reports or Unscheduled Downtime

Using a Fault Report form, Customer describes the conditions for reproducing the identified error and communicates all the information needed for the analysis, such as:

- the general conditions when the fault appeared (system status, software level, sequence of actions prior to the fault);
- a functional description of the defect;
- the consequences of the fault in terms of the Service's availability and operation;
- the proposed level of severity;
- traces of the events, if any (screen capture, logs, core dumps, etc.);

it being understood between the Parties that the documentation and reproducibility of a Fault are key elements in resolving it.

Antidot will assign a chronological number to each maintenance request (Fault Report). This number will be cited for reference purposes by both Parties in any document or communication relating to the request. Both Parties must give their approval to any change in a chronological number or the consolidation of several requests under a single number.

Customer will propose a category for the Fault (Critical, Major, Minor), which is then approved by Antidot. Any disputes will be resolved in a meeting. Customer must indicate the grounds for its request in the Fault Report.

(ii) Receipt of the Fault Report

Antidot will respond to the Fault Report within the timeframe defined in section 2.1 of the Service Level Addendum. The goal of this response is, for Antidot, to do its best efforts to provide a solution to Customer. After a preliminary analysis, the acknowledgement of receipt will indicate whether the issue raised:

- has an established response and, if so, the nature of that response;
- is known and in the course of being resolved;
- is incoherently or inadequately described, hampering a precise analysis of the problem;
- is not a fault from Antidot's standpoint: improper use of the Software, upgrade to be performed, etc.;
- is not known, in which case it will be submitted to the staff responsible for Software maintenance or Service availability. Once the nature of the defect has been determined and identified, a response to the Fault Report will be sent to Customer.

If Antidot identifies a cause of the Fault that it is not responsible for resolving, it will notify Customer of its assessment and may propose a workaround solution on which the two Parties will agree.

If Customer's request for action is motivated by an incident that cannot be attributed to the Software as delivered by Antidot and that is not of Antidot's doing, any time spent by Antidot will be considered additional service and billed at the rate defined in the sales proposal or otherwise in accordance with the general terms and conditions of sale in force on the date that the fault was reported.