SEAGULL SOFTWARE

Service Level Agreement

This Service Level Agreement ("SLA") defines the level of Services for Seagull's SaaS/Cloud Product(s) and our technical support.

1. <u>Service Level Definitions</u>.

"**Available**" means the Seagull SaaS/Cloud Product(s) to which Customer have a paid subscription license can be accessed by Customer and your credentialed users. This SLA and its applicable Service Levels do not apply to performance or availability issues during Excused Downtime, as described below, or due to any Exclusion as defined in Section 7.

"**Availability**" means the percentage resulting from the following expression: the number of minutes in a calendar month minus the number of minutes the Covered Service is not Available in such month excluding Excused Downtime, divided by the number of minutes in such month.

"**Confidential Information**" means non-public information of an Affiliate or a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

"**Customer Data**" means data generated by the customer or customers systems and retained by Seagull for a specified amount of time and then purged. "Operational Data" includes time-series event data for items under management and is retained on a rolling 1-year period and then purged. "Analytics Data" includes raw or processed data, management dashboards, and or operational reports, and is retained on a rolling 5-year period and then purged. Excluded from these standards are non-production environments like Sandbox environments (or other environments purchased by Customer to perform integration testing, training, demos, etc.) and are subject to different data retention targets.

"**Disaster Event**" means a sudden event, such as an accident or a natural catastrophe, that causes great damage or loss. Disasters may be the result of 1) Natural Hazards (such as floods, hurricanes, tornadoes, earthquakes, or epidemics); 2) Technological Hazards (such as failures of systems and structures, including but not limited to pipeline explosions, transportation accidents, utility disruptions, dam failures, and accidental hazardous material releases); or 3) Human-Caused Hazards (such as assailant attacks, chemical or biological attacks, cyber-attacks against data or infrastructure, and sabotage)

"**Excused Downtime**" means the minutes in a calendar month the Seagull SaaS/Cloud Product(s) for which Customer have paid a subscription license is not Available due to: (a) Service Maintenance; and (b) circumstances beyond Seagull's reasonable control (e.g., force majeure events, general Internet outages, third party or Administrator-controlled service or infrastructure failures and delays, network intrusions, denial-of-service, or other similar attacks or interference by anyone other than Seagull or our agents).

"**Monthly Subscription Fees**" means the amount resulting from the following expression: the number of days in a calendar month falling under the paid subscription license Term divided by the number of days of such Term, multiplied by the paid subscription license fees for such Term.

"**Recovery Point Objective (RPO)**" means the maximum amount of data for which Seagull seeks to limit loss after a recovery from disaster, measured by time. Provider performs backups every (6) six hours; therefore, RPO is 6 hours. The RPO is an estimated objective.

"**Recovery Time Objective**" means is the maximum for which Seagull seeks to limit a system or application downtime measured from the beginning of a Disaster Event until the recovery of business-critical functions. If Provider experiences a Disaster Event (for example, data center loss), it may take Provider up-to 24 hours to rebuild the solution on a different data center. Excludes non-production environments like Sandbox (or other environments purchased by client to perform integration testing, training, demos) will be handled on an AS-IS basis. The RTO is an estimated objective.

"**Service Maintenance**" means any necessary or required maintenance, repairs, updates, or other modifications of the Seagull SaaS/Cloud Product(s) to which you have a paid subscription license, and the systems, networks, and infrastructure used by Seagull to operate and provide the Seagull SaaS/Cloud Product(s) to which you have a paid subscription license.

"**Status Page**" means, as applicable, the status website at status.bartendercloud.com.

"**Term**" means the period of authorized access and use of the Seagull SaaS/Cloud Product(s) for which you have paid subscription license.

"**Unavailable Time**" means the amount of time where all business APIs for the applicable product are not available for use, categorized [in attached Schedule 2] as Severity 1 events, as measured by Seagull CloudOps incident management. The calculated Unavailable Time does not include any unavailability Excused Downtime as defined above, or from any Exclusion as defined in Section 7.

2. Monitoring. Seagull will continuously log, monitor, and keep system records of the Seagull SaaS/Cloud Product(s) accessibility and will make commercially reasonable efforts to communicate outages and events impacting accessibility on the Status Page resulting from activities at the hosting provider of BarTender Cloud Product(s). This includes Seagull communicating within 15 minutes of a completed outage or events preventing accessibility, and resolve within 4 hours, for activities at the hosting provider of Seagull SaaS/Cloud Product(s) for Urgent matters.

2.1 For purposes of calculating Availability, Unavailable Time is determined solely as defined in this SLA. Partial outages, degraded performance, or feature-specific impacts are excluded. The public Status Page is provided for transparency (real-time incident reporting, maintenance notifications, and uptime history) and may reflect the page provider's methodology (including partial-outage weighting); it is not the contractual source of truth for SLA compliance. In any discrepancy, Seagull's system records and the definitions in this SLA control. Seagull does not proactively calculate or announce credits on public channels; the credit structure and claims process are set forth in Section 5, and Customers are responsible for submitting claims within the stated timeframes. This Section does not create additional service levels beyond those expressly stated (see Schedule 2).

3. Service Maintenance Notice.

3.1   To enable Customers to plan for scheduled maintenance for software and infrastructure upgrades by Seagull, Seagull reserves predefined timeframes to be used on an as-needed basis. Seagull reserves a weekly four (4) hours window and one (1) monthly four (4) hour window. These windows will be used on an as-needed basis.

3.2   Seagull will provide at least twenty-four (24) hours prior notice, except in the case of critical software bugs, critical infrastructure fixes, and/or critical security patches, in which case Seagull will provide periodic and/or post-emergency maintenance notifications.

3.3   Seagull will provide Customer with in-app or email notice at least 10 business days prior to a planned Service Maintenance if: (a) Seagull believes that the Service Maintenance will materially impact the Availability of the Seagull SaaS/Cloud Product(s) to which Customer have a paid subscription license; and (b) such notice will not pose a security risk to Seagull or its other administrators.

4. Technical Support. Technical Support for the Seagull SaaS/Cloud Product(s) to which you have a paid

subscription license is provided to assist with issues and questions beyond what is covered in this SLA. Seagull will use commercially reasonable efforts to provide you with Technical Support services as outlined in our Support Plans. Seagull has no Technical Support obligations with respect to issues relating from 1) factors that are beyond Seagull's reasonable control; 2) factors resulting from Customer's or your third-party's hardware or software; 3) caused by the failure or deficient performance of power, equipment, services or systems not provided by Seagull; 4) resulting from Customer's or your third-party's action, inaction, misconduct or accident or any breach of this Agreement by Customer or your third-party; 5) caused by Customer's or your third-party's use of the Service after Seagull advised Customer or your third-party to modify its use of the Service, if Customer or your third-party did not modify use as advised; 6) during Excused Downtime, as described above; and, 7) during beta and trial services, as determined by Seagull.

5. <u>Fee Credits for Availability Events</u>. If Availability of the Seagull SaaS/Cloud Production Product(s) to which Customer have a paid subscription license falls below 99.9% in any calendar month during the Term (each an "**Availability Event**"), you will be entitled to request a credit to be applied against the fees for the next renewal Term of the Seagull SaaS/Cloud Product(s) ("**Fee Credit**") by submitting notice to Seagull at legal@seagullsoftware.com. Notice must be sent within 30 days following the end of the calendar month in which the Availability Event occurred for Customer to be eligible to receive a Fee Credit and include the following information:
- Confirmation of the License Key and/or Support ID associated with the account
- Validation of your role as an authorized Administrator of the account

Seagull will validate Availability Events against our system records and will determine Fee Credits in accordance with the following table:

Availability (per calendar month)	Fee Credit (percentage of Monthly Subscription Fees for the calendar month subject to the Availability Event)
>=99.9%	No credit
< 99.9% through >= 99.0%	10%
< 99.9% through >= 95.0%	25%
< 95.0%	50%

6. <u>Sole Remedy</u>. Fee Credits represent Customer's sole remedy, and Seagull's sole liability, under this SLA for any Availability issues Customer may experience with respect to the Seagull SaaS/Cloud Product(s) to which Customer have a paid subscription license. If Customer requests or receives relief or remedy from Seagull independent from this SLA with respect to an Availability issue, Customer will not be entitled to request or receive Fee Credits under this SLA with respect to such Availability issue.

7. <u>Exclusions</u>. Notwithstanding anything to the contrary, no Unavailable Time shall be deemed to have occurred with respect to any unavailability of the Seagull API or any other Seagull API performance issues, that:
- (a) are caused by factors outside of Seagull's reasonable control, including, without limitation, any force majeure or disaster event, telecommunications provider-related problems or issues, or Internet access or related problems occurring beyond the point in the network where Seagull maintains access and control over the Seagull Services; or
- (b) result from any actions, inactions, misconduct, accident, or any breach of this Agreement by Customer or any third party (other than Seagull's agents and subcontractors); or
- (c) result from Customer provided content, technology designs or instructions; or
- (d) result from Non-Seagull build-packs; or
- (e) result from unsupported system configurations and platforms; or
- (f) result from Customer infrastructure failures, including network, hardware, facility, or power; or
- (g) result from Customer system administration actions, commands, or file transfers; or
- (h) result from Customer errors or failures to provide needed information or access to resolve an outage; or
- (i) result from Customer-caused security incidents or security testing; or
- (j) result from any Customer Systems, Customer Application(s), equipment, software or other

technology and/or third party equipment, software or other technology (except for equipment within Seagull's direct control); or

(k) are caused by Customer's or your third-party's use of the Service after Seagull advised Customer or your third-party to modify its use of the Service, if Customer or your third-party did not modify use as advised; or

(l) occurs during Seagull's scheduled maintenance Unavailable Time; or are due to

(m) problems or issues related to alpha, beta or not otherwise generally available Seagull features or products (collectively, the "Exclusions"); or

(n) problems or issues related to API response time or latency; or

(o) defects or misconfiguration related to Seagull on-prem software components to be handled via Seagull Support agreements; or

(p) defects or misconfiguration related to hardware components to be handled by customer; or

(q) non-production environments like Sandbox environments (or other environments purchased by Customer to perform integration testing, training, demos) will be handled on an AS-IS basis; or;

(r) are otherwise during Excused Downtime, as described above.

8. Data Collection. You agree to allow Seagull to collect data, such as Usage Metrics, for the purposes of license enforcement of Seagull's Software Products purchased under this Agreement, product support and product development. No data is collected about User Content, e.g. what text or images were printed, nor data encoded into barcodes or RFID tags. No Personal Data is collected in a manner to correlate with any identified individual. Seagull may collect data that is not Personal Data, e.g. information about the printed text or images, such as what fonts or image formats were used or dimensions of labels printed. For purposes hereof "Usage Metrics" includes, but is not limited to a list of all printers available to the driver (even those printers not using proprietary drivers, and those not directly connected to the PC), the printer name, the printer hardware model, geolocation of the printer, ISP and Windows language selection, application exe name, printer application version information, print job information (i.e., page stock/size info, configuration settings, print method, media type, device fonts). The data may be aggregated. Seagull may access or disclose information about you or your use of Software Product: (a) when it is required by law (such as when Seagull receives a valid subpoena or search warrant); (b) to respond to your requests for customer service support; or (c) when Seagull, in its discretion, think it is necessary to protect Seagull's rights, property, or personal safety, or that of Seagull's users, or the public.

Schedule 1

Cloud Service Availability

Cloud Platform Cloud Platform	Target
Production Instances (1)	1
Sandbox Instances (2)	Available for Purchase
Regions for High Availability (3)	Single Region, Multi-zone Redundancy
Onboarding Services	Available for Purchase
Deployment Model	Continuous
Planned Maintenance Applies to standard progressive delivery	4 Hours Weekly + 4 Hours Monthly
Continuous Upgrades (Pricing)	Included
Cloud Ops Contract	Included
Monthly Cloud Uptime (4, 7) See definition & exclusions	99.90%
Disaster Recovery	
Recovery Time Objective (7) See definition & exclusions	24 Hours
Recovery Point Objective (7) See definition & exclusions	6 Hour
Data Retention:	
Operational Data (5, 6, 7) See definition & exclusions	Rolling 1 year
Analytics Data (5, 6, 7) See definition & exclusions	Rolling 3 years

(1) Standard License Limitations

(2) Seagull Sandbox environment. Additional Non-Production Sandbox instances may be purchased as an Add-On

(3) Standard pricing is for single region deployments. Multi-region deployments may be purchased as an Add-On

(4) Monthly Uptime is the only SLA metric offered (Seagull does not offer SLA for Latency, Response Time, Throughput, etc.)

(5) Data can be exported using native Export Tool (operational data = rfid sensor data, client's SOH, etc). Additional retention period may be purchased as an Add-on

(6) Limited to 1 full facility-wide cycle count per week with a maximum of 100,000 tagged items per facility

(7) Applies to Production environment only. Sandbox environments (or other environments purchased to perform integration testing, training, demos, etc.) are supported as AS-IS and have reduced data storage capacity

Schedule 2
Cloud Services Support

SUPPORT PLAN	Premium		Standard		Essential	
Level	Offered for Public or Private SaaS		Offered for Public or Private SaaS (included with Ytem/Vizix subscription)		Included and only available to BarTender Cloud	
Customer Self Service	24x7 access to online self-help, documentation and whitepapers					
Response Times						
	In calendar hours		In business hours		In business hours	
First Response SLT (support response times)	Urgent (Severity 1)	1 hour	Urgent (Severity 1)	2 hours	Urgent (Severity 1)	4 hours
	High (Severity 2)	2 hours	High (Severity 2)	4 hours	High (Severity 2)	6 hours
	Normal (Severity 3)	4 hours	Normal (Severity 3)	8 hours	Normal (Severity 3)	12 hours
	Low (Severity 4)	8 hours	Low (Severity 4)	12 hours	Low (Severity 4)	24 hours
Next Reply SLT (support response times)	Urgent (Severity 1)	4 hours	Urgent (Severity 1)	4 hours	Urgent (Severity 1)	8 hours
	High (Severity 2)	8 hours	High (Severity 2)	8 hours	High (Severity 2)	12 hours
	Normal (Severity 3)	24 hours	Normal (Severity 3)	12 hours	Normal (Severity 3)	24 hours
	Low (Severity 4)	48 hours	Low (Severity 4)	24 hours	Low (Severity 4)	48 hours

NOTES

1. Visit [Availability and Channels for Support](#) for further details on our office hours, availability and other conditions.
2. Visit [Seagull Software Technical Support Guidelines](#) for further information on support plans, response time targets, and what is included with support.
3. Seagull, after reviewing the incident, may change the Severity Level to reflect Case Severity Definitions.

4. Customer Response commitment: Customer shall remain accessible for troubleshooting from the time a S1-S2 issue is logged until such time as it is resolved.
5. Excludes support on:
   a. Customer-configured solution
   b. Customer Systems
   c. Resource Constraints
   d. Basic or advanced configuration errors
   e. On-prem hardware (purchased from provider or a 3rd party)
   f. Client onboarding, which may be purchased as an Add-on

Severity Level	Description and Customer Impact	Examples	Applicability
Severity 1 - Critical / Urgent	Core functionality is non-operational, or production cloud environments and/or business APIs are completely unavailable. This results in a full loss of printing capability or a critical business process. No workaround is available.	• Complete printing outage via API or Print Portal • Printing fails entirely or produces corrupt output • Critical security incidents	Applies **only to production environments** actively supporting business operations. Not applicable to development, testing, or staging.
Severity 2 - Major / High	Core functionality is broken, or production cloud environments and/or business APIs are partially unavailable, causing significant impact to printing or essential business processes. No viable workaround is available.	• Intermittent, slow, or inconsistent print processing • Partial outage in the API or Print Portal • Major security incidents	Applies **only to production environments**. Not applicable to development, testing, or staging.
Severity 3 - Medium / Normal	A non-critical production function is failing, or performance of printing services and/or business APIs is slightly degraded. Core business operations remain functional. Sandbox or test cloud	• Non-critical configuration or usability issues • Software defects in Seagull on Prem software where workarounds exist • Degraded API or Print Portal performance • Minor security incidents	Applies to **all environments**.

	environments and APIs may be unavailable to applications, integrations, or devices. A workaround is typically available.		
Severity 4 - Minor / Low	Nontimesensitive cosmetic, documentation, or non-functional issues. These do not affect printing or core business operations. A workaround is available or not required.	• Minor documentation issues or cosmetic UI defects • General requests for information or product enhancement suggestions • Non-system issues such as licensing, billing, or administrative questions	Applies to **all environments**.