

EXHIBIT A

SERVICE LEVEL AGREEMENT

1. Definitions. All capitalized terms not defined below shall have the meaning in the Master Subscription Services Agreement.

- 1.1. “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of time during each calendar month in which the Subscription Service was Unavailable. Any downtime occurring prior to a successful Service Credit claim cannot be used for future claims. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion (defined below).
- 1.2. “Error(s)” means any failure of the Service to materially conform to the specifications in the Documentation that Cresta is able to verify and reproduce, unless such failure (a) results from Customer’s misuse or improper use of the Services; (b) does not materially affect the operation and use of the Subscription Services; (c) results from the modification by Customer or any third party of the Services in a fashion not contemplated by the Agreement; (d) results from Customer’s failure to implement in a timely manner any improvements or modifications to the Services provided to Customer; (e) results from Customer’s failure to use minimum system configurations as stated in the Documentation, or (f) results from hardware, software, internet access, cloud services and all other systems and infrastructure Customer is responsible to provide for using the Services.
- 1.3. “Service Credit” is a dollar credit that Cresta may credit back to Customer under an Order Form for Services.
- 1.4. “Severity 1 Error or PO (Critical)” means the applicable Subscription Service is non-functional or inoperative causing a severe ongoing impact on customer's business operations, with no workaround available.
- 1.5. “Severity 2 Error or P1 (High)” means the applicable Subscription Service is partially non-functional due to important features being unavailable, causing a significant ongoing impact on customer's business operations, with no workaround available.
- 1.6. “Severity 3 Error or P2 (Medium)” means important features are unavailable but a workaround is available, causing minor or no interruptions of customer's business operations.
- 1.7. “Severity 4 Error or P3 (Low)” means any general questions, enhancement requests, or minor issues causing little or no interruptions on customer's business operations.
- 1.8. “Workaround” means a temporary solution to an Error that Cresta has implemented, or enabled Customer to implement and that allows the Subscription Service to regain functionality under the Documentation.
- 1.9. “Unavailable” means the Subscription Service may not be accessed or is severely restricted for a period of over 5 minutes due to circumstances within Cresta’s control.

2. Support Services.

2.1 Support Business Hours. Depending upon the support package purchased by Customer under the applicable Order Form, Cresta will provide technical support during the following “Support Business Hours”:

- a) Standard Support: Monday through Friday 8AM- 6PM Pacific Time.
- b) Premium Support: Monday through Friday, 24 hours per day, as well as on-call support for Severity 1 and Severity 2 Errors on weekends and United States federal holidays.

2.2 Customer Responsibilities.

- a) **Errors.** Customer agrees to notify Cresta in writing promptly following the discovery of any Error via support@cresta.ai or using the “Live Chat” option on Customer’s Cresta interface. Upon discovery of an Error by Customer, Customer agrees, if requested by Cresta, to submit promptly to Cresta a listing of output and any other data, including the operating conditions under which the Error occurred or was discovered, that Cresta may reasonably require to reproduce the Error. Such listings, data, and requested information shall be deemed Cresta’s Confidential Information.
- b) **Point of Contact.** Customer may identify up to two (2) primary points of contact for the communication of Errors or support and maintenance issues to Cresta.

2.3 Cresta Support Responsibilities.

- a) **Response time and resolution time for Errors.**

Severity	Response Time	Resolution Time
Severity 1 Error or PO (Critical)	30 Minutes	3 hours
Severity 2 Error or P1 (High)	60 Minutes	12 hours
Severity 3 Error or P2 (Medium)	24 hours	5 business days
Severity 4 Error or P3 (Low)	2 business days	No stated resolution time.

Cresta will make commercially reasonable efforts to meet the Response and Resolution Times specified above. The Response Time is the time to an acknowledgement to Customer of the service request during the Support Business Hours. Resolution Time is time to provide a Workaround during the Support Business Hours. If a Severity 1 Error is not resolved with the Resolution Time, the issue will be escalated to management until a Workaround is provided.

- b) **Exclusions from Support Services.** Cresta shall have no obligation to provide support services for any Customer hardware, software, or third party services and systems, such as cloud testing services used by Customer for use of the Services or for any failure or defect in the Services caused by: (i) the improper use, alteration, or damage of the Services by Customer or persons not authorized by Cresta; (ii) modifications to the Services not provided or approved in writing by Cresta; (iii) hardware, applications or other software not provided or approved in writing by Cresta or that do not meet minimum configuration requirements as stated in the Documentation; (iv) hardware or internet failures.
- c) **Additional Services.** If Cresta performs services at Customer’s request beyond the support services in this exhibit, Customer shall be billed at Cresta’s then current charges for such services. Cresta shall be under no obligation to provide any such services.

3. Service Commitments and Service Credits

- 3.1 Cresta will use commercially reasonable efforts to make Services available with a Monthly Uptime Percentage (defined below) of at least 99.9%, excluding planned maintenance.
- 3.2 If the Monthly Uptime Percentage drops below 99.9% during any calendar month then, as Customer’s sole and exclusive remedy for Cresta’s failure to meet the Monthly Uptime Percentage, Customer is eligible to

receive a Service Credit in accordance with the table below. The Service Credit will be a percentage of the ratable monthly license fee based on the current annual license fee.

Below	But at Least	Credit Percentage
99.9%	99%	1%
99%	97%	2%
97%	95%	5%
95%	0%	10%

4. Services Credit Request and Payment Procedures

To receive a Service Credit, Customer must submit a request by sending an e-mail message to cresta-sla-request@cresta.ai. The credit request must (i) include Customer’s account name in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each incident of the Subscription Service being Unavailable that Customer claims to have experienced; (iii) include Customer’s server request logs that document the errors and corroborate Customer’s claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks); and (iv) be received by Cresta within thirty (30) business days of the last reported incident in the SLA claim. If the Monthly Uptime Percentage of such request is confirmed by Cresta to be less than 99.9%, then Cresta will issue the Service Credit to Customer within one billing cycle following the month in which the request occurred. Customer’s failure to provide the information required above will disqualify Customer from receiving a Service Credit.

5. SLA Exclusions

The Service Commitment does not apply to any suspension or termination of Services or any other Services performance issues: (i) caused by factors outside of Cresta’s reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Services; (ii) that result from any actions or inactions of Customer or any third party; (iv) that result from Customer’s equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Cresta’s direct control); (v) that result from failures of individual instances not attributable to Services Unavailability; or (vi) arising from Cresta’s suspension and termination of Customer’s right to use the Services (collectively, the “SLA Exclusions”). If availability is affected by factors other than those explicitly listed in this agreement, Cresta may issue a Service Credit considering such factors in Cresta’s sole discretion.