Evolia

Flash Romeo Inc.
5600 Boul. des Galeries, suite 535
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SERVICE LEVEL AGREEMENT

This Service Level Agreement ("**SLA**") governs the use of the Services and the Platform, in its web, iOS and Android versions, which the Client can access under the Subscription Agreement entered into with Flash Romeo. The Subscription Agreement expressly incorporates this SLA by reference, and all capitalized terms not defined in this SLA have the meaning given to them in the Subscription Agreement.

The Client understands that this SLA is intended to provide Support Services to Clients who have entered into a Paid Subscription Agreement on a priority basis and does not apply to Free Accounts. Notwithstanding the foregoing and without any warranty, Flash Romeo agrees to support Free Accounts to the best of its abilities. "**Free Account**" means (i) an Account that uses a free plan, including the Essential plan; (ii) is on a free trial; or (iii) whose subscription has not been renewed in accordance with the Subscription Agreement previously entered into with Flash Romeo.

- **Platform**. The Flash Romeo Platform supports and is tested on: (i) the two latest versions of the most popular web browsers, including Chrome (web and mobile), Safari (web and mobile), Edge and Firefox; and (ii) the most recent versions of iOS and Android. In order to access the Flash Romeo Platform, the Client must ensure that its Authorized Users are using up-to-date versions of a supported browser or mobile operating system. It is understood that Flash Romeo cannot support all earlier versions of these browsers and operating systems, which could create security vulnerabilities or performance issues.

- **Documentation**. Support material, including a text and video presentation on the use of the main features of the Platform, is available at https://support.evolia.com. Support material is added and updated regularly, but may not always reflect the exact appearance of the Flash Romeo Platform. Nevertheless, Flash Romeo ensures that this support material remains understandable and relevant. The Client with questions can always ask their Company Account Manager for support information, in accordance with this SLA.

1.   SUPPORT SERVICES

During the Term of the Subscription Agreement, Flash Romeo agrees to use commercially reasonable efforts to achieve the service level objectives ("SLO(s)") described below.

- **Phone Support.** Phone support services for Clients are available at 1-888-846-2025, 9:00 am to 5:00 pm Business Days (Monday through Friday) - Eastern Time (UTC-5) (excluding holidays in the province of Quebec, Canada).

- **Standard Support.** The Client may send any support request directly on the Platform by accessing instant messaging or by writing to the following address: support@evolia.com, which will be processed according to the level of urgency of the request on working days between 9:00 am and 5:00 pm Eastern Time (UTC-5). Note that requests made via instant messaging during business hours receive a response in five (5) minutes on average. Flash Romeo's maximum response time (TAT) for such requests is ten (10) minutes.

- **Response.** In accordance with the support request procedure set forth in Section 2 hereof, all support requests submitted via chat and email will be prioritized on the following basis, the classification of which will be made by Flash Romeo, acting reasonably:

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Priority	Response	Resolution
(P1) Critical	1 hour	A situation that must be corrected as a priority. An update or patch, if available, is deployed.
(P2) High	4 hours	A situation that must be corrected within 2 working days. An update, if any, is deployed.
(P3) Moderate	8 hours	Apply the workaround. An update, if necessary, will be included in a future release.
(P4) Low	24 hours	If the situation requires a change, it will be prioritized with all P4s to determine if an update will be included in an upcoming release.
(P1) Critical : Major system failure or total disruption or major defect in the Platform that interrupts the operations of the Client and most other users for a critical period. **(P2) High :** Disruption of a critical Platform feature without a workaround or significant issue that impacts the Client's operations for a critical period **(P3) Moderate :** Interruption of an essential feature or problem of the Platform that does not impact the Client's operations, and for which an acceptable workaround exists. **(P4) Low :** Minor issue. Little or no impact on the Client's operations. « **Response** » consists of providing the Client, as applicable, with one of the following: (i) an existing correction; (ii) a new correction; (iii) a workaround; (iv) a request for additional information to complete the problem analysis or a plan for how the problem will be corrected. « **Resolution** » consists of providing a final correction or workaround for the problem, including modifications to the Platform and, to the extent possible, new or revised Documentation, if applicable, provided that the Documentation may be supplemented after the resolution's applicable date.		

- **Availability**. Flash Romeo agrees to maintain a Platform availability percentage of at least 99.9%, or no more than nine (9) hours of unscheduled downtime per calendar year. Unplanned downtime is defined when the Platform (regardless of web, iOS or Android versions) is not accessible by the Client or its Authorized Users from a computer or mobile device for a given period of time. Downtime does not include planned maintenance, necessary to ensure the security and evolution of the Platform.

- **Planned maintenances**. Flash Romeo aims to limit planned maintenance. Therefore, most feature updates will have minimal impact on Clients. In order to minimize the impact on the Clients' operations, Flash Romeo may require Clients to disconnect and reconnect to the Platform, or to download the most recent version of the Platform's mobile applications. However, it is understood that certain versions force Flash Romeo to put the Platform in maintenance, in order to avoid any problem due to Clients modifying their data during the update of a new version. **Therefore, Flash Romeo allows itself a maximum of nine (9) planned maintenances per calendar year.** Such planned maintenances should never last more than two (2) consecutive hours per version of the Platform. To limit the impact of these planned

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maintenances, Flash Romeo will notify its Clients by email five (5) business days in advance of regular planned maintenances. These maintenances will also be carried out late in the evening, Eastern Time (UTC-5), to limit the number of Users who could use the versions of the Platform at this time. In the event that Flash Romeo must urgently put the Platform into maintenance, due to a problem caused by an external factor, such as an incompatibility of a new mobile operating system or a breach in the security of third parties, Flash Romeo will inform its Clients of this maintenance and of its impacts as soon as possible and will do everything possible to limit the downtime caused.

- **Suspension**. Flash Romeo reserves the right to suspend access to the Platform for the general public or for one or more Authorized Users or a particular Client for any period of time, for reasonable reasons and with written notice.

- **Exclusions**. Flash Romeo's commitment to the SLOs described above does not apply to the unavailability, suspension or expiration of the Platform or any other Platform performance issue: (i) resulting from factors beyond Flash Romeo's reasonable control, including any event of force majeure, inaccessibility to the Internet or related problems beyond the demarcation point of the Platform, as well as any defect, failure or inaccessibility of any third-party product or service external to Flash Romeo; (ii) resulting from an action or inaction of the Client or a third party; (iii) relating to features or services excluded from the SLA (in the Related Documentation); (iv) resulting from the Client's or a third party's equipment, software or other technology; or (v) resulting from Flash Romeo's suspension and termination of the Client's right to access and use the Services pursuant to the Subscription Agreement.

- **Limitation of liability.** Notwithstanding the foregoing and except to the extent caused by Flash Romeo's gross negligence or willful misconduct, Flash Romeo assumes no liability and is not liable for damages, losses (including any lost profits) or other consequences that the Client or any Authorized User may suffer arising or resulting, directly or indirectly, from the provision of the Support Services.

  Without limiting the generality of the foregoing, penalties or damages resulting from data issues and excessive downtime will be handled individually. In all cases and to the extent permitted by law, the damages or penalties may not exceed the amounts paid by the Client for the subscription to the Platform during the six (6) months preceding the incident.

2. PROCEDURE - SUPPORT REQUESTS

- **Submitting a request.** To optimize the follow-up of requests, each Client must submit a support request indicating the Priority level by email to support@evolia.com or by instant messaging on the Web console. Flash Romeo's L1 or L2 support agents are the first point of contact for a Client. To ensure that the request receives the best possible attention, the following information should be provided:

  ➢ The name of the Client associated with the Company Account subscribed to the Flash Romeo Platform;
  ➢ The first and last name of the person making the request;
  ➢ The Authorized User (employee), shift or instance involved;
  ➢ The phone number at which Flash Romeo can reach the person making the request, including area code and extension number;
  ➢ The device model on which the Romeo Flash Platform is used;
  ➢ The subject and a description of the support request; And

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> ➢ The impact on the Client's operations to help Flash Romeo assign the correct level of Priority.

• **Ownership.** A L1 or L2 support agent will handle the support request. Flash Romeo undertakes to comply with the SLOs as defined in the table presented in section 1 hereof. In summary, the support agent:

> ➢ Communicates with the Client or the person who made the support request within the specified time;
> ➢ Documents the support request;
> ➢ Will specify whether the problem is with the User or with a technical component;
> ➢ Diagnoses the incident;
> ➢ Provides Response and implements required fixes;
> ➢ Communicates with the Client for a follow-up;
> ➢ Documents the Resolution; And
> ➢ Closes the support request.

- **Resolution.** The support agent diagnoses the request and gathers additional information if necessary. Once the request is resolved and after performing the required tests, the support agent notifies the Client of the solution and applies the fix, if applicable. At regular intervals, the support agent communicates the status of the request to the Client, according to mutually agreed terms.

- **Escalade.** If the support agent is unable to resolve the request within the specified time frame, the request will be escalated to the technical team (L3).

Closing of the request. Once the solution has been approved by the Client, the support agent notifies the Client that the request will be closed and, unless otherwise specified, closes the support request.

3. <u>SERVICE CREDITS</u>

If Flash Romeo does not comply with the availability SLOs described above, if this non-compliance with the SLOs generates a loss for the Client, and if the Client fulfills its obligations under the Subscription Agreement, the Client may request service credits described below. For the sake of clarity and notwithstanding any stipulation to the contrary, this is the Client's sole remedy in the event of Flash Romeo's non-compliance with the availability SLOs and excludes any planned maintenance.

The maximum service credits are calculated as a percentage of the total License Fees paid by the Client for the Platform for the monthly payment during which the incident occurred, and the impact on the Client's operations, and this, according to the following table:

Availability Percentage	Maximum Service Credit Percentage
Less than 99,9% but greater than or equal to 95,0%.	5%
Less than 95,0%	15%

If the uptime percentage applicable to the measurement period of said request is confirmed by Flash Romeo and is less than the applicable uptime SLOs, Flash Romeo will issue the service credit to the Client upon the Client's request to that effect after the relevant measurement period.

To benefit from one of the service credits described above, the Client must make a written request to the Flash Romeo support department within thirty (30) days from the 1st day of the measurement

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period which immediately follows the one for which a service credit is requested and specify the periods of unavailability as well as the date and time at which they occurred. If the Client does not comply with these requirements, it will lose its right to benefit from the service credit.

Flash Romeo applies all Service Credits only to future payments due by the Client within thirty (30) days of receiving the request for qualifying Service Credits. Service credits do not entitle you to any other reimbursement or payment from Flash Romeo. A Service Credit is applicable and issued only if the Credit Amount for the applicable Recurring Billing Cycle is greater than one dollar ($1.00) and is applied within sixty (60) days of the Service Credit being requested.

Service credits cannot be transferred, applied on service fees or applied to another account. Except as otherwise provided in the Subscription Agreement, the Client's sole remedy for unplanned unavailability, non-performance or other failure of the Platform is to receive service credits (if eligible) in accordance with the terms of the SLA. These remedies are the Client's sole remedies for any failure of the Platform, and the Client acknowledges and agrees that if the SLA does not state a remedy for a given failure, the Client has no remedy.

4. TRAINING SERVICES

Standard training is offered to Company Account Managers who have entered into a Paid Subscription Agreement with Flash Romeo including implementation services. Flash Romeo offers training for administrators, supervisors and managers in different formats, tailored to the Client's needs. Available training material formats include:

- **Live video training.** Training is offered by videoconference and screen sharing. The software used for these trainings may vary. Training must be pre-booked by the Client and the Client is responsible for ensuring that its Authorized Users (employees) can access and interact with the video conferencing software recommended by Flash Romeo for such training.

- **Training guides.** User guides are made available to managers, administrators and other authorized Users (employees) of the Client through the knowledge base published at support.evolia.com.

- **On-site training.** No on-site training is offered as part of this SLA.

In addition, **training sessions open to all** are organized regularly and are offered via live video. These may cover specific features or the entire Platform, as the case may be. Company Account Managers can enroll in these generic courses as often as they wish, subject to availability.

5. IMPLEMENTATION SERVICES

As defined for in the applicable Purchase Order, Flash Romeo assists its Clients who have entered into a Subscription Agreement and have a paying Company Account in the process of implementing the Platform within their business. To accomplish this, a Flash Romeo Client Success Manager may offer and provide various tools and support, such as internal communication templates and video tutorials. To facilitate the performance of the Implementation Services, Flash Romeo strongly recommends that the Client take the following steps:

1) **Definition of requirements**. Together with the Client, Flash Romeo defines the needs and requirements of the Client's organizational structure, processes and key performance indicators.

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The requirements definition phase establishes a framework and an opportunity to improve the Client's current business processes.

2) **Planning**. As defined in the applicable Purchase Order, confirmation of the project scope, schedule and key milestones will define the details of the project plan. The Flash Romeo customer success team will then be mobilized. This is where the Flash Romeo will be able to provide recommendations to the Client in order to facilitate the optimization of the Client's schedule management processes and thus make the most of the features offered by the Platform.

3) **Mapping**. Flash Romeo experts work with key Client stakeholders to implement a well-functioning, complete, and accurate configuration. Flash Romeo mapping includes the Client's Company Account structure, integrations with third-party systems, and the Client's shift invitation and assignment processes.

4) **Account Setup**. The Client's use of the Platform is configured to correspond to both the business process needs and the Client's technical requirements, as defined during the needs definition steps.

5) **Training**. Flash Romeo recognizes the strategic value of training and the direct correlation between a well-trained, well-informed workforce and the successful and sustained use of business applications. Stakeholders receive standardized documentation to support their learning process. At the end of the implementation phase, these people will be fully equipped to provide Authorized Users with the internal training necessary to exploit the full potential of the Platform.

6) **Testing**. Flash Romeo recommends that Client's Authorized Users test the Platform and system by creating a representative one-week schedule. If necessary, adjustments can be made to the Client's settings to ensure that the desired result is generated.

7) **Deployment.** Flash Romeo's team works with the Client to deploy the Platform to the Client's Authorized Users and monitor new business processes against the Client's specific objectives to ensure and facilitate their use and acceptance of the Platform.

6.   <u>**INSURANCE**</u>

For information purposes, Flash Romeo maintains a comprehensive technology and cyber risk liability insurance policy of at least two million dollars ($2,000,000 CAD) per event.