

StrataBI Service Level Agreement — Version 1.1

Standard terms, incorporated by reference into your Order Form. Do not sign here — the applicable Order Form is the signature document.

SERVICE LEVEL AGREEMENT

StrataBI Enterprise / Commercial Edition

This Service Level Agreement ("SLA") is incorporated into and made part of the StrataBI Commercial License Agreement, Version [1.1], last revised July 1, 2026 (the "**Agreement**"), by and between Shaleio LLC ("**Shaleio**" or "**Provider**") and the Customer identified in the applicable Order Form ("**Customer**"). This SLA applies only to the extent that Customer has purchased support and maintenance services under an Order Form that expressly incorporates this SLA.

Capitalized terms not defined in this SLA have the meanings assigned in the Agreement.

ARTICLE 1 – DEFINITIONS

1. "**Applicable Support Level**" means the support tier purchased by Customer as specified in the applicable Order Form (Supported, Premier, or Managed).
2. "**Business Hours**" means 9:00 AM to 5:00 PM Eastern Time, Monday through Friday, excluding U.S. federal holidays recognized by Shaleio.
3. "**Extended Hours**" means 9:00 AM to 9:00 PM Eastern Time, Monday through Friday, excluding U.S. federal holidays recognized by Shaleio.
4. "**Incident**" means a reported error, malfunction, defect, or failure in the Software that materially impairs Customer's authorized use of the Software and is reproducible by Shaleio.
5. "**Response Time**" means the elapsed time from when Customer submits a properly formatted support request through Shaleio's designated support channels until Shaleio provides an initial substantive response acknowledging the issue and providing next steps or requesting additional information.
6. "**Severity Levels**" means the priority classification assigned to an Incident based on the criteria set forth in Article 3 of this SLA.

ARTICLE 2 – SCOPE OF SUPPORT SERVICES

1. **Included Support Services.** Subject to Customer's compliance with the Agreement and this SLA, Shaleio will provide the following support services at the Applicable Support Level:

- a. Assistance with installation, configuration, operation, troubleshooting, and error diagnosis of the unmodified Software as deployed within the authorized scope of the Agreement.
 - b. Commercially reasonable efforts to correct, patch, or provide workarounds for documented Incidents in the Software, subject to the severity levels and response commitments in Article 3.
 - c. Access to updates, patches, bug fixes, and error corrections for the Licensed Version(s) made generally available by Shaleio during the license term.
 - d. Access to current technical documentation, deployment guides, configuration references, and knowledge base articles for the Software.
2. **Support Channels.** Customer may submit support requests through the following channels, as available for the Applicable Support Level:
- a. support@shaleio.com (available for all support levels).
 - b. Shaleio's online support portal (available for all support levels).
 - c. Shaleio's designated support telephone number (available for Premier and Managed only).
 - d. Private Slack channel or Microsoft Teams workspace (available for Managed only).
3. **Excluded Support Services.** Support services do not include, and Shaleio has no obligation to provide support for:
- a. Modified Software, including any version of the Software that has been altered, customized, or extended by or on behalf of Customer.
 - b. Third-Party Modules, including any Module not expressly designated by Shaleio as an Official Module.
 - c. Customer-created Modules, dashboards, configurations, or custom code.
 - d. Unsupported deployment targets, including any deployment target not authorized in the applicable Order Form.
 - e. Infrastructure issues, including issues arising from Customer's cloud provider account, networking, IAM configuration, DNS, certificates, identity providers, data sources, or other Customer Environment components.
 - f. Third-party service outages, API changes, or integration failures not caused by the Software.
 - g. Issues caused by Customer's failure to follow Shaleio's documentation, recommended configurations, or best practices.

- h. Issues caused by Customer's failure to install updates or patches made available by Shaleio.
- i. Training, consulting, custom development, or professional services not covered by a separate Statement of Work.
- j. Security incidents, penetration testing, or vulnerability remediation beyond provision of patches for documented vulnerabilities in the unmodified Software.

ARTICLE 3 – INCIDENT SEVERITY LEVELS AND RESPONSE TIMES

1. **Severity Classification.** Shaleio will assign each reported Incident a severity level based on the criteria below. Shaleio's determination of severity is final, but Shaleio will consider Customer's input and business context in good faith.
2. **Severity 1 (Critical).**
 - a. **Criteria.** The Software is completely inoperable or critically degraded in Customer's production environment, resulting in a total inability to access or use core functionality, and no workaround is available. Examples include complete application failure, inability to authenticate, or total loss of data access affecting all or substantially all Authorized Users.
 - b. **Initial Response Time Commitment.**
 - i. Supported: 4 Business Hours.
 - ii. Premier: 2 Business Hours during Extended Hours.
 - iii. Managed: 1 hour, 24/7/365.
3. **Severity 2 (High).**
 - a. **Criteria.** Core functionality of the Software is significantly impaired in Customer's production environment, affecting multiple Authorized Users or critical workflows, but a workaround is available or the impairment is not total. Examples include major feature failure, significant performance degradation, or intermittent errors affecting a substantial portion of users.
 - b. **Initial Response Time Commitment.**
 - i. Supported: 8 Business Hours.
 - ii. Premier: 4 Business Hours during Extended Hours.
 - iii. Managed: 4 hours, 24/7/365.
4. **Severity 3 (Medium).**

- a. **Criteria.** The Software is operational but a non-critical feature or function is impaired, or an error affects a limited subset of Authorized Users or use cases. Examples include minor feature defects, cosmetic issues with functional impact, or issues affecting a single user or non-critical workflow.
 - b. **Initial Response Time Commitment.**
 - i. Supported: 2 Business Days.
 - ii. Premier: 1 Business Day.
 - iii. Managed: 1 Business Day.
5. **Severity 4 (Low).**
- a. **Criteria.** The Software is fully operational and the issue involves a general question, feature request, documentation clarification, or cosmetic defect with no functional impact. Examples include enhancement requests, usability suggestions, or documentation corrections.
 - b. **Initial Response Time Commitment.**
 - i. Supported: 3 Business Days.
 - ii. Premier: 2 Business Days.
 - iii. Managed: 1 Business Day.
6. **Response Time Measurement.** Response Times are measured from the time Customer submits a properly formatted support request that includes all required information (including Incident description, severity assessment, environment details, reproduction steps, logs, and Customer contact information) through Shaleio's designated support channels for the Applicable Support Level during the applicable coverage hours.
7. **Resolution Efforts.** Response Times represent initial response commitments only and do not constitute resolution time commitments. Shaleio will use commercially reasonable efforts to resolve or provide workarounds for Incidents in a timeframe appropriate to the severity level, but resolution times are not guaranteed.

ARTICLE 4 – CUSTOMER SUPPORT OBLIGATIONS

- 1. **Proper Incident Reporting.** To receive support under this SLA, Customer must:
 - a. Submit support requests through the designated support channels for the Applicable Support Level.
 - b. Provide a clear and complete description of the Incident, including steps to reproduce, error messages, logs, screenshots, environment details, and Customer's assessment of severity and business impact.

- c. Designate a technical contact authorized to work with Shaleio on the Incident and provide additional information as reasonably requested.
 - d. Use English as the language of support communication unless otherwise agreed.
- 2. **Cooperation and Access.** Customer must:
 - a. Provide Shaleio with timely access to Customer's technical personnel, relevant systems, logs, configurations, and other information reasonably necessary to diagnose and resolve the Incident.
 - b. Implement workarounds, patches, and configuration changes recommended by Shaleio in a timely manner.
 - c. Test and validate fixes and workarounds provided by Shaleio and provide feedback on effectiveness.
- 3. **Escalation.** If Customer believes Shaleio has not met the Response Time commitment or is not making adequate progress on an Incident, Customer may escalate the matter by contacting Shaleio's designated escalation contact identified in the applicable Order Form or by emailing escalations@shaleio.com.

ARTICLE 5 – SOFTWARE UPDATES AND MAINTENANCE

- 1. **Updates and Patches.** Shaleio will make updates, patches, bug fixes, and error corrections for the Licensed Version(s) available to Customer through Shaleio's standard distribution channels (including the Entitlement Service, download portal, or package repository) during the license term, subject to the terms of the Agreement.
- 2. **No Guaranteed Release Schedule.** Shaleio does not guarantee any specific release schedule, frequency, or content for updates or patches. Shaleio may release updates and patches at its discretion based on Shaleio's product roadmap, customer feedback, and business priorities.
- 3. **Customer Responsibility to Apply Updates.** Customer is solely responsible for downloading, testing, and deploying updates and patches to Customer's environments. Shaleio strongly recommends that Customer apply security patches and critical updates promptly, but Customer controls the timing and process for applying updates in Customer's production environments.
- 4. **End of Support for Versions.** Shaleio may discontinue support for older versions of the Software upon ninety (90) days' prior written notice to Customer, after which such versions will no longer receive updates, patches, or support services. Customer is responsible for upgrading to a supported version within the notice period.

ARTICLE 6 – LIMITATIONS AND DISCLAIMERS

1. **No Guarantee of Error-Free Operation.** Shaleio does not warrant or guarantee that the Software will operate without errors, defects, interruptions, or security vulnerabilities, or that Shaleio will be able to correct all reported Incidents.
2. **No Guarantee of Response or Resolution.** The Response Time commitments in Article 3 represent Shaleio's good-faith service level targets and do not constitute warranties or guarantees. Shaleio's failure to meet a Response Time commitment does not constitute a breach of the Agreement.
3. **Customer Environment Dependency.** The performance, availability, and functionality of the Software depend significantly on Customer's infrastructure, configuration, deployment choices, cloud provider, network, data sources, and operational practices. Shaleio is not responsible for issues arising from Customer Environment factors outside Shaleio's control.
4. **No SLA for Excluded Items.** This SLA does not apply to, and Shaleio makes no service level commitments for, any item listed in Article 2, Section 3 (Excluded Support Services) or any deployment, module, or use outside the authorized scope of the Agreement.

ARTICLE 7 – TERM AND TERMINATION

1. **SLA Term.** This SLA remains in effect for so long as Customer has an active support and maintenance subscription under an Order Form that incorporates this SLA. If Customer's support subscription expires or is terminated, this SLA terminates automatically without further action.
2. **Effect of Agreement Termination.** If the Agreement is terminated for any reason, this SLA terminates concurrently with the Agreement.
3. **Changes to SLA.** Shaleio may update, modify, or replace this SLA from time to time by providing Customer with at least ninety (90) days' prior written notice. The updated SLA will apply to the next renewal period or, if Customer's subscription renews automatically, upon the renewal date following the notice period. Customer's continued use of support services following the effective date of an updated SLA constitutes acceptance of the updated SLA.

ARTICLE 8 – GENERAL PROVISIONS

1. **Incorporation into Agreement.** This SLA is incorporated into and made part of the Agreement. Except as expressly modified by this SLA, all terms and conditions of the Agreement (including definitions, limitations of liability, indemnification, confidentiality, governing law, and dispute resolution provisions) apply to this SLA and the support services described herein.
2. **Order of Precedence.** In the event of any conflict between this SLA and the Agreement, the Agreement controls except that this SLA controls as to the specific service level commitments, measurement methodologies, and remedies set forth herein.

3. **No Modification by Customer.** Customer may not modify, amend, or supplement this SLA. Any terms proposed by Customer in purchase orders, invoices, or other documents that conflict with or supplement this SLA are void and of no effect.
4. **Governing Law.** This SLA is governed by and construed in accordance with the laws of the State of Florida, United States, without regard to its conflict-of-law principles, consistent with the governing law provisions of the Agreement.
5. **Assignment.** Customer may not assign or transfer this SLA or any rights or obligations under this SLA without Shaleio's prior written consent. Shaleio may assign this SLA without restriction, including in connection with a merger, acquisition, reorganization, or sale of Shaleio's business or the Software product line.
6. **Entire SLA.** This SLA, together with the Agreement and the applicable Order Form, constitutes the entire understanding between the parties regarding support services and service levels and supersedes all prior or contemporaneous discussions, proposals, or agreements regarding the same subject matter.