

Cognition Service Level Agreement

Last updated: February 25, 2026

This Service Level Agreement (“SLA”) describes the levels of Service availability and support that Customer can expect to receive from Cognition when expressly included on an Order Form for Services or otherwise referenced in a signed agreement with Cognition.

1. Responsibilities

Licensor responsibilities:

- ensure the relevant Services are available to Customer in accordance with the Uptime guarantee;
- respond to support requests within the timescales listed below;
- take steps to escalate, diagnose, and resolve issues in an appropriate and timely manner, including the allocation of a sufficient number of skilled staff and the collection of necessary information; and
- maintain clear and timely communication with the Customer at all times.

Customer responsibilities:

- use the Service as intended;
- notify Licensor of issues or problems in a timely manner and as thoroughly as is possible;
- cooperate with Licensor in its efforts to escalate, diagnose, and resolve issues by providing timely and accurate responses to requests for information; and
- in case of a Critical or Major/Serious Alert, ensure the availability of a sufficient number of skilled Customer employees to cooperate with Licensor.

2. Problem Reporting: The Customer will report problems to Licensor via ticket. The following information will be provided:

- Steps to reproduce the issue/problem
- If the issue/problem is repeatable or random
- Severity of issue/problem
- Any other useful information pertaining to the issue/problem - Logs, Screenshots, Screen recordings

3. Severity - During regular business hours (Monday through Friday excluding U.S. federal holidays, 8:00am to 6:00pm Pacific Time and 8:00pm to 6:00am Pacific Time), requests will be classified and addressed by the following priority and Resolution Times.

| Priority | Type of Problem | Response Time | Resolution Time |
|--------------------|---|----------------------|----------------------------|
| <i>1. Critical</i> | Highly critical alert. Service(s) is not available for use for a significant number of users, or a significant proportion of the contracted functionalities are not available for a significant number of users. | 1 hour (24x7) | 3 hours from Response Time |
| <i>2. High</i> | Major/Serious alert. One or more elements of the Service(s) critical to the functioning of the Customer’s business have ceased to respond completely or respond extremely slowly for a significant number of users. | 2 hours | 5 Business Days |
| <i>3. Normal</i> | Non-critical alert. One or more elements of the Service(s) have ceased to respond completely or respond slowly, and a workaround is available. | 24 hours | Best Effort |
| <i>4. Low</i> | Notification of minor issues that does not prohibit Customer from utilizing Service(s) in any material way. | 24 hours | Best Effort |



4. **Problem Resolution** - Licensor will use commercially reasonable efforts to resolve each problem within the time frame listed in the "Resolution Time" column. If the problem is not resolved within this time period, the problem will be escalated. Upon each escalation, Licensor will immediately notify the Customer of the escalation and course of action taken to resolve the problem.
5. **Remedies** - If Licensor fails to resolve a Priority 1 or 2 issue pursuant to the terms hereof in two consecutive months (or 3 out of 6 months), as its sole remedy, Customer may terminate the license agreement, after Customer has provided written notice expressly advising Licensor of the failure and Licensor has failed to promptly correct the issue.
6. **Availability** - With respect to its provision of the Service, Licensor will achieve System Availability (as defined below) of at least 99% during each calendar month of the Term. "System Availability" means the number of minutes in a calendar month that the key components of the Service are operational as a percentage of the total number of minutes in such calendar month, excluding downtime resulting from (a) scheduled maintenance, (b) events of Force Majeure, (c) malicious attacks on the Service, (d) enforcement of applicable laws and regulations; (e) issues associated with Customer's computing devices, local area networks or internet service provider connections, or (f) inability to deliver the Service because of acts or omissions of Customer or any third party vendor to Customer. Licensor reserves the right to take the Service offline for scheduled maintenance for which Customer has been provided reasonable notice, and Licensor reserves the right to change its maintenance window upon prior notice to Customer.
7. **Service Credits**. If Licensor fails to meet System Availability in any single month during the Term, upon written request by Customer within 30 days, Licensor will issue a credit to Customer's Agent Compute Unit (ACU) balance or Prompt Credit Balance, as applicable, in an amount equal to 1% of the fees for the affected month for each 1% loss of System Availability below the commitment set forth in this SLA, up to a maximum of Customer's fees for the affected Service. The sole and exclusive remedies for interruption of the Service and Licensor's failure to meet System Availability are, at Customer's sole discretion: (a) to receive the credits referenced above in this paragraph, and (b) to terminate the Agreement (i) in the event that there is a System Availability failure below 99% (a) for three (3) consecutive months, or (b) for three (3) months within a four (4) month rolling period; or (ii) where System Availability drops below 90% availability in any given calendar month.