

Service Level Agreement

VIZBL SERVICE LEVEL AGREEMENT

Vizbl Systems, Inc.

Effective Date: August 4, 2026

Last Updated: August 4, 2026

This Service Level Agreement (“SLA”) applies only where it is expressly incorporated by reference into an applicable Order Form or other written agreement entered into between Vizbl Systems, Inc. and Customer. Capitalized terms not defined in this SLA have the meanings given to them in the applicable agreement.

1. Scope

This SLA applies only to the production Services expressly identified in the applicable Order Form as covered by this SLA (“Covered Services”). This SLA does not apply to any service, feature, environment, integration, deliverable, data set, model, output, third-party system, or other item not expressly identified as a Covered Service.

No service level, availability commitment, support commitment, warranty, remedy, or credit applies by implication, course of dealing, marketing statement, product description, proposal, demonstration, trial, or other communication.

2. Definitions and Time Standards

- “Business Day” means Monday through Friday, excluding United States federal holidays, measured in Pacific Time.
- “Business Hours” means 9:00 a.m. to 5:00 p.m. Pacific Time on a Business Day.
- “Eligible Minutes” means the total minutes during the applicable measurement period, excluding all periods described in Sections 5, 6, and 7 and all other periods that do not qualify as Unavailable time.
- “Initial Response” means only an acknowledgment, request for additional information, or commencement of initial triage. It does not mean diagnosis, workaround, remediation, restoration, resolution, or continuous work on an issue.
- “Third-Party Service” means any product, platform, infrastructure, network, software, API, SDK, model, data source, service provider, device, browser, operating system, marketplace, app store, cloud provider, content delivery network, payment processor, ecommerce platform, advertising platform, telecommunications provider, artificial-intelligence provider, or other external system not directly controlled by Vizbl.

All dates and times under this SLA are measured in Pacific Time unless the applicable Order Form expressly states otherwise. For a partial calendar month, availability is measured only during the period in which the Covered Services were active and subject to this SLA.

3. Availability Commitment

Vizbl will use commercially reasonable efforts to make the Covered Services available 99.5% of the time during each calendar month (the “Standard Availability Commitment”).

No higher availability commitment applies unless the applicable Order Form expressly states that the Enterprise SLA applies and is signed by an authorized representative of Vizbl. If so stated, Vizbl will use commercially reasonable efforts to make the Covered Services available 99.9% of the time during each calendar month (the “Enterprise Availability Commitment”).

Each availability commitment is a service target only. It is not a warranty, guarantee, condition, representation, or assurance of uninterrupted, secure, error-free, or continuous operation.

4. Measurement of Availability

“Unavailable” means a continuous period of at least ten (10) consecutive minutes during which all material functionality of the applicable Covered Service is completely unavailable to substantially all of Customer’s Authorized Users, solely due to a verified failure within systems directly controlled by Vizbl.

Partial degradation, latency, intermittent errors, isolated request failures, reduced functionality, failures affecting only particular users, devices, browsers, geographic regions, assets, models, outputs, integrations, features, or requests, and any issue that does not materially prevent use of all material functionality will not constitute Unavailability.

Monthly availability will be calculated as follows:

Monthly Availability = ((Eligible Minutes - Unavailable Minutes) / Eligible Minutes) × 100

Unavailable Minutes will be calculated in complete consecutive minutes and rounded down to the nearest whole minute. Separate incidents arising from different causes will not be aggregated. Vizbl’s monitoring systems, logs, records, and incident data will be the authoritative source for determining availability, exclusions, and credit eligibility, absent manifest error.

5. Exclusions

Availability calculations exclude any downtime, degradation, latency, error, interruption, inaccuracy, delay, reduced performance, or other issue caused in whole or in part by, arising from, or relating to:

- (a) scheduled maintenance or emergency maintenance;
- (b) Beta Features, free trials, previews, pilots, proofs of concept, evaluation services, sandbox environments, non-production environments, or experimental features;
- (c) Customer systems, Customer Content, Customer data, Customer integrations, Customer networks, Customer devices, Customer configurations, Customer credentials, Customer misuse, unsupported use, or Customer failure to follow Documentation or Vizbl instructions;
- (d) any Third-Party Service, whether or not selected, recommended, configured, integrated, resold, or used by Vizbl;
- (e) force majeure events or events outside Vizbl’s reasonable control;
- (f) suspension, throttling, limitation, modification, restriction, or termination of Services under the applicable agreement or reasonably undertaken to protect security, integrity, reliability, legal

compliance, Vizbl, Customer, other customers, users, or third parties;

- (g) acts or omissions of Customer, Authorized Users, Customer's end users, vendors, contractors, affiliates, or other third parties;
- (h) security incidents, denial-of-service attacks, malicious activity, abuse, fraud, emergency patches, vulnerability remediation, or protective actions;
- (i) Customer's failure to pay amounts due, maintain an active subscription, remain within applicable usage limits, or comply with the applicable agreement;
- (j) changes required by law, regulators, app stores, payment processors, ecommerce platforms, artificial-intelligence providers, or other third-party platform requirements;
- (k) intermittent, momentary, or isolated interruptions that do not satisfy the definition of Unavailable;
- (l) failures that Customer could reasonably avoid or mitigate through retries, fallback procedures, caching, supported browsers or devices, updated software, configuration changes, or other commercially reasonable measures;
- (m) inaccurate, incomplete, delayed, corrupted, incompatible, unsafe, unlawful, or improperly formatted Customer Content or data;
- (n) capacity limits, rate limits, quotas, usage limits, throttling, or safeguards described in Documentation or the applicable Order Form;
- (o) actions or omissions taken at Customer's request or with Customer's approval;
- (p) any period during which Customer continues to use the Covered Services after Vizbl has advised Customer of a workaround, corrective action, or supported configuration that Customer has not implemented;
- (q) any issue that cannot be reproduced or reasonably verified by Vizbl; or
- (r) any matter excluded elsewhere in this SLA or the applicable agreement.

6. AI, Generative AI, AR, 3D, and Visualization Services

Without limiting Section 5, no availability commitment, warranty, or service level applies to the quality, accuracy, completeness, consistency, safety, legality, originality, non-infringement, suitability, or commercial usefulness of any artificial-intelligence, generative-AI, machine-learning, computer-vision, AR, 3D, rendering, visualization, segmentation, placement, tracking, occlusion, surface-detection, scale-estimation, model-generation, asset-conversion, image-generation, text-generation, recommendation, classification, or other automated output (collectively, "AI and Visualization Outputs").

AI and Visualization Outputs may be probabilistic, inaccurate, incomplete, inconsistent, delayed, unavailable, offensive, biased, similar to third-party content, or unsuitable for Customer's intended use. Customer is solely responsible for human review, validation, rights clearance, testing, moderation, approval, and use of all AI and Visualization Outputs before publication, distribution, sale, advertising, manufacturing, installation, or other reliance.

The following do not constitute Unavailability: variation in AI or generative-AI output; failure to generate a desired output; refusals, safety filters, moderation actions, quota limits, model changes, model deprecations, prompt sensitivity, hallucinations, non-determinism, or output differences; device or browser incompatibility; camera or sensor limitations; lighting or environmental conditions; tracking drift; scale or placement variance; model-loading delay; asset-conversion failure; third-party AI model or API failure; or

any inaccuracy or defect in an AI and Visualization Output.

Vizbl may modify, replace, suspend, restrict, or discontinue any AI model, provider, feature, output format, safety mechanism, or generation workflow at any time without liability where reasonably necessary for security, legal compliance, intellectual-property protection, safety, quality, operational, contractual, or third-party provider reasons.

7. Maintenance

Vizbl may perform scheduled maintenance from time to time and will use commercially reasonable efforts to provide advance notice of scheduled maintenance expected to materially affect the Covered Services. Scheduled maintenance will not count as Unavailable time.

Vizbl may perform emergency maintenance at any time where Vizbl determines that such maintenance is necessary for security, legal compliance, reliability, compatibility, performance, safety, intellectual-property protection, or operational reasons. Emergency maintenance will not count as Unavailable time.

8. Service Credits

Subject to all terms, exclusions, conditions, limitations, waiver provisions, and verification requirements of this SLA, Customer may be eligible to receive a service credit if Vizbl determines in good faith that the applicable availability commitment was not met.

Standard Availability Commitment

Monthly Availability	Service Credit
98.0% to below 99.5%	3% of monthly covered subscription fees
95.0% to below 98.0%	5% of monthly covered subscription fees
Below 95.0%	10% of monthly covered subscription fees

Enterprise Availability Commitment

Monthly Availability	Service Credit
99.5% to below 99.9%	3% of monthly covered subscription fees
99.0% to below 99.5%	5% of monthly covered subscription fees
Below 99.0%	10% of monthly covered subscription fees

The applicable Order Form may specify different commitments, thresholds, or credit percentages. Service credits apply only to recurring subscription fees specifically allocated to the affected Covered Service for the applicable calendar month. If fees are not separately allocated, Vizbl may determine a reasonable allocation based on the relative scope and value of the affected Covered Service.

Service credits do not apply to setup fees, implementation fees, professional services fees, usage fees, generation fees, token fees, overage fees, transaction fees, pass-through fees, taxes, third-party fees, or fees for unaffected Services.

9. Credit Request Process and Waiver

To request a service credit, Customer must submit one complete written claim to support@vizbl.com, or another support portal expressly designated by Vizbl in writing, within fifteen (15) days after the end of the affected calendar month.

The claim must identify the specific Covered Service, affected account, exact timestamps, affected users, request or trace identifiers, logs, screenshots, reproduction steps, and Customer's mitigation efforts. Incomplete, late, duplicative, unsupported, or unverifiable claims are ineligible.

Failure to submit a complete and timely claim strictly in accordance with this Section constitutes Customer's irrevocable waiver of any claim, credit, refund, setoff, termination right, or other remedy relating to the alleged event.

Vizbl may reasonably investigate and verify each request using its monitoring data, logs, incident records, and other available information. Vizbl will determine in good faith whether an availability failure occurred, whether an exclusion applies, and the amount of any credit. Vizbl's determination will control absent manifest error.

Customer is not eligible for any service credit if, at the time of the incident or request, Customer has any overdue amount, is in breach of any agreement with Vizbl, has exceeded any usage limit, uses an unsupported configuration, or has failed to follow Documentation or Vizbl instructions.

10. Credit Limit; No Stacking; No Cash Value

Total service credits for any calendar month will not exceed ten percent (10%) of the recurring subscription fees allocated to the affected Covered Service, unless the applicable Order Form expressly states otherwise.

Customer may not receive multiple, cumulative, or overlapping credits for the same event, period, or underlying cause. If one event affects multiple commitments, only the highest single applicable credit will apply.

Approved credits apply only to future invoices for the affected Covered Service. Customer may not deduct, offset, withhold, or apply any claimed credit unless and until Vizbl approves it in writing. Credits are non-refundable, non-transferable, non-assignable, not redeemable for cash, and expire six (6) months after issuance or upon termination of the applicable subscription, whichever occurs first.

11. Sole and Exclusive Remedy

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SERVICE CREDITS, IF ANY, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND VIZBL'S SOLE LIABILITY, FOR ANY UNAVAILABILITY, DEGRADATION, LATENCY, INTERRUPTION, PERFORMANCE ISSUE, SUPPORT DELAY, OR FAILURE TO MEET ANY TARGET OR COMMITMENT DESCRIBED IN THIS SLA.

CUSTOMER WAIVES ANY RIGHT ARISING FROM SUCH EVENT TO A REFUND, DAMAGES, SETOFF, WITHHOLDING, TERMINATION, SUSPENSION OF PAYMENT, COVER COSTS, SPECIFIC PERFORMANCE, INJUNCTIVE RELIEF, OR OTHER REMEDY, EXCEPT TO THE EXTENT SUCH WAIVER IS PROHIBITED BY APPLICABLE LAW.

No failure to meet an availability commitment, including repeated or chronic failure, gives Customer a right to terminate any agreement or Order Form unless such right is expressly stated in the applicable Order Form.

12. Support Response Targets

Unless otherwise stated in an applicable Order Form, Vizbl will use commercially reasonable efforts to meet the following non-binding operational targets:

Severity	Description	Target Initial Response
Severity 1	Covered production Service is completely unavailable to substantially all Authorized Users	4 Business Hours
Severity 2	Major production functionality is materially impaired	1 Business Day
Severity 3	Non-critical issue, question, minor defect, configuration issue, or general support request	2 Business Days

Business-hour targets run only during Business Hours. Requests received outside Business Hours are deemed received at the beginning of the next Business Day, unless the applicable Order Form expressly provides for 24/7 support.

Response targets begin only after Vizbl receives a request through its designated support channel with sufficient information to investigate. Communications through personal email, text message, social media, sales channels, or informal messaging do not start a response clock unless Vizbl expressly confirms otherwise in writing.

Support response targets are not service levels, warranties, guarantees, or resolution commitments. Failure to meet a target does not constitute a breach and does not entitle Customer to any credit, refund, termination right, damages, or other remedy unless expressly stated in the applicable Order Form.

13. Customer Responsibilities

- (a) promptly report issues through Vizbl's designated support channels;
- (b) provide sufficient information, logs, screenshots, reproduction steps, access, and cooperation reasonably requested by Vizbl;
- (c) maintain accurate account, technical, billing, and administrative contact information;
- (d) maintain Customer systems, devices, networks, integrations, credentials, configurations, backups, and Third-Party Services;
- (e) use the Services in accordance with the applicable agreement, Documentation, and Vizbl's applicable Policies;
- (f) implement reasonable workarounds, updates, configuration changes, supported software, and mitigation measures identified by Vizbl; and
- (g) independently review, validate, moderate, test, and approve AI and Visualization Outputs before use or reliance.

Delays or failures caused or contributed to by Customer's failure to perform these responsibilities will not count against any target or commitment.

14. No Warranty

THE SLA, COVERED SERVICES, AVAILABILITY COMMITMENTS, RESPONSE TARGETS, SERVICE CREDITS, AND AI AND VISUALIZATION OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE."

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIZBL DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, CONTINUOUS AVAILABILITY, ERROR-FREE OPERATION, RESULTS, AND COMPATIBILITY.

VIZBL DOES NOT WARRANT THAT THE COVERED SERVICES OR ANY AI AND VISUALIZATION OUTPUT WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, ACCURATE, COMPLETE, UNIQUE, NON-INFRINGEMENT, OR COMPATIBLE WITH ANY PARTICULAR SYSTEM, DEVICE, BROWSER, PLATFORM, CONTENT, PRODUCT, OR THIRD-PARTY SERVICE.

15. Exclusion of Damages and Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIZBL WILL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS SLA FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, SALES, BUSINESS, GOODWILL, REPUTATION, DATA, CONTENT, CUSTOMERS, OPPORTUNITY, ANTICIPATED SAVINGS, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

VIZBL WILL NOT BE LIABLE FOR CUSTOMER REFUNDS, CHARGEBACKS, PENALTIES, ADVERTISING COSTS, MEDIA SPEND, LOST TRANSACTIONS, LOST CONVERSIONS, PRODUCT RETURNS, RECALLS, MANUFACTURING COSTS, INSTALLATION COSTS, CUSTOMER CLAIMS, INTELLECTUAL-PROPERTY CLAIMS, REGULATORY CLAIMS, OR THIRD-PARTY CLAIMS ARISING FROM OR RELATING TO THE COVERED SERVICES OR ANY AI AND VISUALIZATION OUTPUT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIZBL'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS SLA, REGARDLESS OF THEORY OF LIABILITY, WILL NOT EXCEED THE LESSER OF: (A) THE SERVICE CREDIT ACTUALLY APPROVED FOR THE APPLICABLE EVENT; OR (B) TEN PERCENT (10%) OF THE RECURRING SUBSCRIPTION FEES PAID FOR THE AFFECTED COVERED SERVICE DURING THE CALENDAR MONTH IN WHICH THE EVENT OCCURRED.

Any credit or liability under this SLA counts toward, and does not increase, any aggregate limitation of liability under the applicable agreement. This SLA does not create a separate, additional, or cumulative liability cap.

Nothing in this SLA excludes or limits liability to the extent such liability cannot lawfully be excluded or limited.

16. No SLA for Excluded Services or Data Obligations

This SLA does not apply to Beta Features, free services, trial services, sandbox or non-production environments, proofs of concept, previews, pilots, experimental features, services provided without charge, AI models or providers not expressly identified as Covered Services, or any service not expressly identified as a Covered Service in the applicable Order Form.

This SLA does not create any backup, disaster-recovery, data-retention, data-restoration, cybersecurity, privacy, data-integrity, content-moderation, intellectual-property, safety, compliance, or business-continuity commitment.

17. Changes to this SLA

Vizbl may update this SLA from time to time. Updates will not materially reduce the availability commitment or service-credit rights applicable during Customer's then-current subscription term, except where reasonably necessary to comply with law, address an immediate security, safety, intellectual-property, operational, or third-party platform risk, or maintain compatibility with Third-Party Services. Materially adverse updates otherwise take effect no earlier than Customer's next renewal term.

18. Conflict; No Third-Party Beneficiaries

If this SLA conflicts with the applicable Order Form, the Order Form controls solely with respect to the conflicting subject matter. If this SLA conflicts with the applicable master agreement, this SLA controls solely with respect to availability commitments and service credits, and the master agreement controls in all other respects.

This SLA is solely for the benefit of Vizbl and Customer. No Authorized User, End User, affiliate, customer of Customer, vendor, contractor, or other third party has any rights or remedies under this SLA.