

LeoShape SaaS Terms of Services

Service Provision Outside the United States of America: For Subscribers located outside of the United States, the SaaS services shall be provided by Leopold Ltd. (Hungarian corporation with its registered office at 6000 Kecskemét, Homokszem u. 3., registration number: 03-09-132201.

Service Provision within the United States of America (USA): For Subscribers located within the United States of America, the SaaS services shall be provided by Leopold Next Inc. (address: 3 E 3RD AVE San Mateo Clocktower, CA 94401, registration number: 5366000) a company incorporated under the laws of the United States of America.

In this agreement, Leopold Kft. and Leopold Next Inc. will be collectively referred to as "Leopold" or "Service Provider."

All terms and conditions of this agreement shall be governed by and construed in accordance with the laws of Hungary, including compliance with relevant data protection regulations such as the General Data Protection Regulation (GDPR). Additionally, for operations and users within the United States, the agreement shall comply with applicable Delaware data privacy laws, including the Delaware Personal Data Privacy Act (DPDPA) and other relevant federal or state privacy regulations.

Subscriber and Service Provider shall also be referred to as "Party" or "Parties".

The Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 "Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, Controls, is Controlled by, or is under common Control with, such specified Person.
- 1.2 "Agreement" means this Agreement including all attachments, annexes, schedules and other additional documents that relate to it.
- 1.3 "Confidential Information" means technical information, including without limitation the Intellectual Property, as well as information about product plans and strategies, promotions, customers and related non-technical business information passed to the other Party – whether orally or in writing, directly or indirectly.
- 1.4 "Control", together with its derivative meanings, means that (a) the majority of votes in the respective undertaking are exercised by one Person, (b) an owner of the respective undertaking is entitled to appoint or remove the majority of the members in the company's decision-making, executive or supervisory organs or bodies, (c) one Person is solely entitled to exercise the majority of the votes in the respective undertaking through an agreement made with the other owner(s) of the undertaking, or (d) under the articles of association or an agreement, one Person exercises or may exercise decisive influence or control over the respective undertaking
- 1.5 "Order Confirmation" means the confirmation of the mutual agreement and unique arrangement between the Parties under these Terms of Service, which includes, among other things, the necessary developments for customization, the agreed Service Level Agreement (SLA), and any specific Subscriber fees.
- 1.6 "Documentation" means any and all recorded documentation, regardless of form delivered or made available, that Service Provider has created for the Service.
- 1.7 "Software": means the LeoShape software solutions, which are built upon the proprietary LeoEngine. This software platform embodies the core innovation that enables the development of revolutionary tools. The proprietary design engine is constructed utilizing several programming languages, with a foundational base in C++, which provides robustness, limitless scalability, and the capacity to create a versatile and customizable product portfolio.
- 1.8 "Subscriber": means an individual or entity that has entered into this Agreement with the Service Provider to access and use the Software and associated Services provided by the Service Provider under the terms specified herein. The Subscriber is responsible for compliance with all provisions of this Agreement and for any acts or omissions of its authorized users.

- 1.9 “Subscriber 3D design(s)” means any personalized design created by the User utilizing the the Service (incl. the LeoShape Software)
- 1.10“User” means an individual who is authorized by the Subscriber to use the Services, for whom the Subscriber have purchased a Subscription, and to whom the Subscriber (or, when applicable, the Service Provider at the Subscriber’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, the Subscriber’s employees, consultants, contractors and agents, and third parties with which the Subscriber transact business.
- 1.11“Service” means service provided by Leopoly as a result of the Subscriber access and use of the Software, Services, and LeoShape software, including all updates and upgrades.
- 1.12 “Maintenance” means the provision by Service Provider to Subscriber of any and all Updates and Upgrades, together with other functionality changes or improvements to the Service that are made generally available by the Service Provider to subscribers of its maintenance offering, for the purpose of keeping the Service in compliance with its Specifications. Maintenance details are indicated in the Order Confirmation.
- 1.13“Personal Data” shall mean any information related to any identified or identifiable natural or legal person, including but not limited to Subscriber employees and customers, and any other additional data deemed as personal data under any applicable personal data protection laws.
- 1.14“Specifications” means the Service Provider’s published information that documents the capabilities and functionality of the Service.
- 1.15“Support” means technical and product support for the Service as further described in Order Confirmation.
- 1.16“Third Party Technology” means any software component, program, source code, or other technology, including but not limited to software licensed from a third party or subject to a third party license (including, without limitation, an open source or freeware license).
- 1.17Website: means Leopoly’s official website: <https://leopoly.com/>, <https://leoshape.leopoly.com/>

2. PROPRIETARY RIGHTS AND LICENCES

- 2.1 Reservation of Rights: Subject to the limited rights expressly granted herein, the Service Provider, its Affiliates, and its licensors own all rights, titles, and interests in and to all copyright, trademark rights, patent rights, design rights, and other IP Rights associated with the Software and Services, as well as any work output and all further developments, updates, upgrades, enhancements, modifications, or derivative works developed from the Services by any party. Subscriber agrees that all trade names, trademarks, domain names, copyrights, trade secrets, and all other intellectual property rights related to the Services are and shall remain at all times the exclusive property of the Service Provider.

Furthermore Subscriber acknowledges that in event of the violation of the protected rights of the Service Provider it shall be liable for damages and losses. Subscriber accepts that Service Provider remains the rightful owner (copyright and IP holder) of the Services and of the Software and intellectual property underlying the Services.

- 2.2 License to Host Subscriber Data and Applications: The Subscriber grants the Service Provider, its Affiliates, and applicable contractors a worldwide license to host, copy, transmit, and display the Subscriber's Data and program code created by or for the Subscriber, as reasonably necessary for the Service Provider to provide the Services in accordance with this Agreement.

- 2.3 License to Use Feedback: The Subscriber grants the Service Provider a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service Provider's and/or its Affiliates' services any suggestion, enhancement request, recommendation, correction, or other feedback provided by the Subscriber or Users relating to the operation of the Service Provider's or its Affiliates' services.

Subscriber undertakes to promptly notify Service Provider of any act of unfair competition, illegal trade practices or piracy, or infringement of intellectual property rights that the Service Provider may discover in respect to the Service. The Subscriber shall not take any action with regard to such acts without the prior consent of Service Provider.

3. USE OF SERVICES

- 3.1 Service Access. Service Provider hereby grants to Subscriber, during the Term, a non-exclusive, worldwide right to access and use the Service for Subscriber's internal business purposes, as further specified in Order Confirmation.
- 3.2 Usage Limits: The Services are subject to usage limits, including, for example, the quantities and limitations specified in the Order Confirmation entered into with the Subscriber. Unless otherwise specified, (a) the Subscriber may have a specified number of Users associated with their account as well as download limits and limits for 3D generation/editing, (b) a User's password may not be shared with any other individual, and (c) User identification may only be reassigned to a new individual replacing one who will no longer use the Service. If the Subscriber exceeds a contractual usage limit, the Service Provider may work with the Subscriber to seek to reduce usage so that it conforms to the established limit. If, despite these efforts, the Subscriber is unable or unwilling to adhere to the contractual usage limit, the Subscriber will subscribe to a separate subscription plan for additional quantities of the applicable Services promptly upon request, and/or pay any invoice for excess usage in accordance with Section 6. (Financial Provisions)
- 3.3 Subscriber Responsibilities: The Subscriber will (a) be responsible for ensuring that Users comply with this Agreement and the Services, (b) be responsible for the accuracy, quality, and legality of the data or information they provide, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify the Service Provider promptly of any such unauthorized access or use, and (d) use the Services only in accordance with this Agreement, the Subscription Plan, and applicable laws and government regulations.

4. COVENANTS AND RESTRICTIONS

- 4.1 Ownership. Service Provider hereby reserves all rights to the Software, Service and Documentation, and any copyrights, patents, or trademarks, embodied therein or used in connection therewith, except for the rights expressly granted herein. Neither Party is granted any ownership in or license to the trademarks, marks or trade names (collectively, "Marks") of the other Party.
- 4.2 Copyright Notices. Subscriber agrees that it will not remove any copyright notices, proprietary markings, trademarks or trade names from the Service or Documentation.
- 4.3 Third Party Technology. Service Provider will meet all requirements of the applicable third party licenses.
- 4.4 Restrictions. Except as otherwise expressly provided herein, Subscriber will not disassemble or reverse engineer any Service without written authorization from Service Provider.
- 4.5 Development and Customization. Any implementation, development or customization services performed with respect to any Service by Service Provider shall be in accordance with the terms and conditions set forth in the applicable Order Confirmation.
- 4.6 Marketing. Both Parties are committed to sharing positive news regarding their collaboration. The Subscriber agrees to post about their satisfaction and achievements on social media platforms, if applicable. Similarly, the Service Provider will also highlight positive news about the collaboration. This mutual effort aims to foster and enhance the reputation and reach of both Parties. Subscriber shall not perform any advertising, promoting, and marketing activities which may harm Service Provider's reputation, brand, or trademark. If Subscriber infringes this clause, it shall be liable for caused damages.

5. SERVICE MAINTENANCE AND SUPPORT

- 5.1 Service Provider shall provide Subscriber with support for all Services in accordance with Order Confirmation during the term of this Agreement. The support fee is included in the payable service fee according to indicated in the Order Confirmation.

6. FINANCIAL PROVISIONS

- 6.1 Payment. Subscriber agrees to pay Service Provider in accordance with Order Confirmation.
- 6.2 Fees: The Subscriber is required to pay fees based on the Order Confirmation between the Parties, which aligns with the number of edits and downloads under the SAAS framework. If the Parties do not agree

otherwise, the Order Confirmation provides an option to select between two models. Under one model, the Service Provider calculates and invoices fees after the usage of services within the given month. Under the other model, there is an option to prepay for a pre-agreed quantity of edits/downloads, which may include a special discount.

- 6.3 Payment Terms. All valid invoices received by Subscriber under this Agreement will be paid within 8 days, except otherwise agreed in the Order Confirmation. The invoiced charges are due immediately from the invoice date, with a grace period of seven days from the invoice date potentially provided at the sole discretion of the Service Provider. Payment will be in USD currency unless otherwise stated in the applicable Order Confirmation or amendment.

6.4 Taxes.

- 6.4.1 Subscriber shall pay or reimburse Service Provider for Value Added Tax, Sales and Use or any similar transaction taxes imposed on the sale of products and/or services sold to Subscriber under this Agreement provided the taxes are statutorily imposed either jointly or severally on Subscriber, except for EU partners who provide EU VAT number before the invoicing.

- 6.4.2 Where services are performed and/or products are produced, sold or leased by Service Provider in the same country as that of use by Subscriber, an Affiliate of Subscriber, or Subscriber's customer, then invoicing and payment shall be by and between Leopold Next Inc. in the United States of America and Leopold Ltd. for all other territories, unless otherwise agreed upon by the Parties in writing.

- 6.5 Electronic Invoicing. Unless otherwise directed by Subscriber, Service Provider shall invoice Subscriber electronically, at Service Provider's sole expense. Service Provider is authorized to, and shall, submit such invoices and required information directly to Subscriber. Any such disclosure of information shall be under confidentiality obligations reasonably consistent with those agreed upon by Subscriber and Service Provider.

- 6.6 Overdue Charges: If any invoiced amount is not received by the Service Provider by the due date and the grace period as mentioned above, then without limiting the Service Provider's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month for regions outside of the United States, calculated based on LIBOR; for the United States, late interest will be calculated based on the SOFR, or the maximum rate permitted by law, whichever is lower, and/or (b) the Service Provider may condition future Subscription renewals on payment terms shorter than those specified in Section 6.3.

- 6.7 Suspension of Service and Acceleration: If any amount owing by the Subscriber under this or any other agreement for the Services is 14 days overdue, the Service Provider may, without limiting other rights and remedies, accelerate the Subscriber's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the Services to the Subscriber until such amounts are paid in full.

7. WARRANTY

- 7.1 General Warranty. Service Provider warrants that it has full power and authority to grant Subscriber the rights granted herein without the need to obtain the further consent or license of any Service Provider of any Third Party Technology or other third party, and that it does and will comply with all applicable laws and regulations relating to its performance under this Agreement.

- 7.2 Service Warranty. The Service Provider warrants that the Service will operate in accordance with its Specifications and will function reliably. The Service will maintain an availability as detailed in the EXHIBIT A.

8. Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE PROVIDER MAKES NO OTHER WARRANTIES REGARDING THE SERVICE. THE SERVICE PROVIDER DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-

9. INDEMNITY

- 9.1 Subscriber agrees to defend, indemnify and hold harmless Service Provider against any liability, losses, damages or costs (including any legal costs) incurred or suffered by Service Provider as a result of any breach, negligent act or omission or willful default on the part of Subscriber, or its representatives arising either directly or indirectly from the performance (or non-performance) by Subscriber or any of its representatives of any obligations under this Agreement.

10. LIMITATION OF LIABILITY

- 10.1 Except in case of direct and willful misconduct in no event shall the Service Provider's liability from a specific design editing and downloading fee exceed the total amount of fees actually paid for that specific design under this Agreement.

11. TERM AND TERMINATION

- 11.1 Term. This Agreement is effective upon the purchase of a Subscription, shall continue for the Subscription Term specified in the Order Confirmation, and shall automatically renew for consecutive similar Subscription Terms unless terminated by either Party upon written notice to the other Party at least thirty (30) days prior to the expiration of any Subscription Term.
- 11.2 Termination: Either party may terminate this Agreement: (i) upon thirty (30) days' written notice to the other party of a material breach of its obligations under this Agreement, if such breach remains uncured at the expiration of that period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
- 11.3 The Service Provider may terminate this Agreement by providing at least sixty (60) days' written notice to the Subscriber.
- 11.4 Refund or Payment upon Termination: Termination of this Agreement shall not relieve the Subscriber of the obligation to pay any fees and/or amounts outstanding to the Service Provider for the period prior to the effective date of termination.
- 11.5 Your Data and Design Tool Portability and Deletion: Upon request from the Subscriber, following termination or expiry of this Agreement, the Service Provider will make the Subscriber's Data, in its possession and not legally prohibited, available for export or download. After termination or expiry, the Service Provider will have no obligation to maintain or provide the Subscriber's Data and 3D designs beyond the duration required by the Subscriber's Subscription Plan and may subsequently delete or destroy all copies of the Subscriber's Data and 3D designs from its systems.
- 11.6 No compensation. Subscriber agrees that Service Provider will not, by reason of termination, expiration or non-renewal of this Agreement, be liable to the Subscriber for, and Subscriber hereby waive any future right to, any kind of compensation, reimbursement, or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments or commitments incurred in connection with this Agreement or otherwise at any time.
- 11.7 Survival. The following provisions of this Agreement shall survive any termination or expiration of this Agreement: Sections 2.1, 4.1, 8, 9, 10, 12, 13.8, 13.10, and 13.11.

12. CONFIDENTIALITY

- 12.1 Having regard to the confidential nature of this Agreement, the Parties shall treat the Agreement concluded between the Parties, all the information provided by one Party to another Party, plans, prices, documentation, or know-how confidentially. Additionally, the Parties shall treat mutually the information and the content of these as a trade secret ("Confidential Information").
- 12.2 Each Party shall keep any Confidential Information as confidential and those shall not be publicly disclosed or communicated to any third party. All reasonable measures shall be taken by the Parties not to disclose any information publicly or to a third party.

- 12.3 The Parties hereby agree that Confidential Information shall be disclosed publicly or shared with any third party only with preliminary and written consent from the other Party. Neither Party shall be bound by the obligation of confidentiality as defined above if the disclosure of the Confidential Information is based on the statutory provision of the law or by a legally binding court decision, decision of arbitration, decision of administrative authority. Additionally, any Party shall be entitled to the content of this Agreement and of any other agreement between the Parties to be used as evidence in the course of official proceedings where the subject matter of the procedure is the question of any such agreement.
- 12.4 The Parties shall have the obligation of confidentiality for their employees, their agents, their members and their directors, their subcontractors, their affiliated partners, and affiliated undertakings, who may not discontinue the confidentiality obligation without written and prior consent from both Parties. The provisions regarding the confidentiality of the Parties and the handling of Confidential Information shall survive the termination of the Agreement for whatever cause and remain in force for a definite period of 5 (five) years.

13. MISCELLANEOUS CLAUSES

- 13.1 Assignment. Neither Party may, directly or indirectly, in whole or in part, neither by operation of law or otherwise, assign or transfer this agreement or delegate any of its obligations under this agreement without the other Party's written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Without limiting the foregoing, this agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
- 13.2 No Waiver. A Party's failure to exercise or delay in exercising any of its rights under this Agreement will not constitute a waiver, forfeiture, or modification of such rights or affect its right to require future performance. A Party's waiver of any provision or right under this Agreement will not constitute a waiver of any other provision or right under this Agreement or of the same provision or right on another occasion. Any waiver must be in writing and signed by the waiving Party.
- 13.3 Publicity. Subscriber will not publicize or disclose the terms or existence of this Agreement, nor shall Subscriber use the name(s), trademark(s), or tradename(s) of Service Provider, its Affiliates, except as follows: (a) With the prior written consent of Service Provider; or (b) as may be necessary for Subscriber to perform its obligations under this Agreement; or (c) as may otherwise be required by law.
- 13.4 Severability. Every term, condition or provision of this Agreement is severable from others. If a court or an arbitrator of competent jurisdiction holds any term, condition or provision of this Agreement to be invalid, unenforceable or illegal in whole or in part for any reason, the validity and enforceability of the remaining terms, conditions or provisions, or portions of them, will not be affected.
- 13.5 No Use Obligation. Except as expressly provided herein and subject to the terms and conditions herein, Service Provider may in its sole discretion decide whether or not to use or distribute or sell any Service as it deems appropriate. Nothing in this Agreement shall be construed or interpreted as placing a "best efforts" standard upon Service Provider with respect to the use and distribution of any Service.
- 13.6 Force Majeure. If a Party's default under this Agreement is caused in whole or in part by an event of force majeure, such default, and any right of the other party to terminate this Agreement for such default is suspended for as long as the default is reasonably caused by such force majeure. Any suspension is effective only from the delivery of a notice of the force majeure to the other party stating the party's intention to invoke the force majeure. However, if such suspension continues for longer than six months and such default still exist, either party has the right to terminate this Agreement upon 30 calendar days' notice to the other party. Neither party will consider the termination as being due to the default of the other party. Events of force majeure are those that cannot be prevented, avoided or removed by the party invoking the force majeure despite the exercise of reasonable diligence, including acts of God, actions of the elements, lockouts, strikes, wars, riots, civil commotion, and acts of Governmental Authorities, (not including a Governmental Authority's delaying or refusing to grant building permits, licenses and other permissions and approvals), and except as specifically provided for elsewhere in this Agreement.
- 13.7 No Third Party Beneficiaries. This Agreement does not create any third party beneficiaries.
- 13.8 Subscriber Reference. Subscriber acknowledges and accepts that Service Provider may indicate Subscriber's name and company data for customer reference purposes.
- 13.9 Entire Agreement. This Agreement constitutes the foundational agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings,

agreements and representations whether oral or written. Any variations or detailed provisions that depart from this Agreement shall be addressed in the Order Confirmation. No supplement, modification or amendment of this Agreement will be binding unless in a writing which states that it is an amendment of this Agreement, and which is signed by an authorized representative of each Party who is authorized to amend this Agreement.

13.10 Governing Law. This Agreement, and all disputes or claims arising out of or in connection with it, shall be governed by and construed in accordance with the laws of Hungary for all Parties located outside the United States. For Parties located in the United States, specifically in Delaware, the terms of this Agreement shall also be governed by the relevant laws of Delaware.

13.11 Dispute Settlement, Court Jurisdiction. To resolve any dispute arising under or pursuant to this Agreement or in relation hereto, including but not limited to any breach or termination thereof or the validity or any interpretation thereof, the Parties irrevocably submit themselves to the exclusive jurisdiction of the Permanent Arbitral Tribunal at the Hungarian Chamber of Commerce and Industry, Budapest for parties located outside the United States. The Arbitral Tribunal shall proceed in accordance with its own Rules of Procedure. The Arbitral Tribunal shall proceed in a panel composed of three arbitrators. The language of the proceedings shall be English.

For parties located in the United States, any disputes shall be resolved through arbitration in accordance with Delaware law. Arbitration shall be conducted under the Delaware Rapid Arbitration Act (DRAA), which provides an expedited and binding arbitration process. The arbitration must comply with the provisions of the DRAA, including strict timelines for resolution and automatic confirmation of awards unless otherwise agreed by the parties. If the parties cannot agree on an arbitrator, one shall be appointed by the Delaware Court of Chancery.

The arbitration process will be governed by Delaware law, and any appeals or challenges to the final award shall fall under the jurisdiction of Delaware state and federal courts. All disputes that are not subject to arbitration shall also be resolved exclusively in Delaware state or federal courts, with both parties irrevocably submitting to their jurisdiction.

13.12 Authority of Signatory. By executing the Order Confirmation, the authorized signatory warrants and represents that he or she is authorized to accept and bind the Party to the terms and conditions set forth in this Terms of Service document.

Effective Date: April 17, 2025

EXHIBIT A

LeoShape Service Level Agreement (SLA)

1. Parties

Service Provider: Refers to either Leopoly Ltd., a Hungarian corporation with its registered office at 6000 Kecskemét, Homokszem u. 3., registration number: 03-09-132201, for customers located outside the United States, or Leopoly Next Inc., located at 3 E 3RD AVE San Mateo Clocktower, CA 94401, registration number: 5366000, for customers located within the United States. Collectively referred to as "Service Provider."

and

Subscriber: The entity identified as the Subscriber in the Order Confirmation accompanying this agreement.

(Service Provider and Subscriber hereinafter collectively referred to as: the **Parties**). This SLA is governed by the LeoShape Terms of Service.

2. Scope of Services

Service Provider agrees to provide maintenance, support, and operational services for the **Service** under the terms outlined in this SLA.

3. Service Warranty

Service Provider warrants that the service will operate in accordance with its specifications and maintain an availability of at least 95%, excluding scheduled maintenance periods communicated in advance.

3.1. SLA Elements

- **Uptime and Availability Guarantee:** The Service will have an uptime of at least 95%, excluding scheduled maintenance periods announced in advance. This availability is measured monthly.
- **Response Times and Reaction Times:** The response times for critical and non-critical issues will be as specified in the Order Confirmation between the Parties.
- **Performance Metrics:** The performance of the Service will be measured based on metrics such as response time, transaction speed, and availability.
- **Data Security and Compliance:** The Service Provider guarantees that data will be stored, processed, and protected securely against breaches, in compliance with applicable laws and regulations.

3.2. Limitations

The Service Provider is not responsible for service disruptions due to the following:

- **Scheduled Maintenance:** The availability guarantee does not apply to scheduled maintenance periods announced in advance.
- **External Circumstances:** The Service Provider is not responsible for outages or performance degradation caused by circumstances beyond its control, such as natural disasters or power outages.
- **Customer Error:** The Service Provider is not responsible for issues arising from the Customer's fault, such as incorrect configuration or misuse of the Service.

4. Maintenance and Support

4.1. Support to Subscriber

The Service Provider will provide reasonable technical assistance and training to Subscriber personnel to use and support the Service.

4.1.1. Contact Information

- Website: www.leopoly.com
- Email: support@leopoly.com

4.2. Maintenance and Support Services

Service Provider will provide the following Maintenance and Support with respect to the Service:

4.2.1. Issue Resolution

Service Provider will take appropriate corrective action on any issue report it receives in accordance with the schedule below and provide Subscriber with the necessary data or software to allow Subscriber to use the solution.

4.2.2. Severity Levels

An issue's Severity Level will be determined by Subscriber using the following table only as a guideline:

Severity Level	Description
Severity 1 (S1)	<ul style="list-style-type: none"> ● System or program execution halt (crash) ● Data loss or data integrity issue ● A major feature or function does not work, no workaround available
Severity 2 (S2)	<ul style="list-style-type: none"> ● Prevents or degrades a less important feature or function ● Feature or function produces an unexpected result
Severity 3 (S3)	<ul style="list-style-type: none"> ● Minor non-conformance to requirements ● Easily-circumvented issue

	<ul style="list-style-type: none"> • Cosmetic flaw
Severity 4 (S4)	<ul style="list-style-type: none"> • Enhancement requests • Non-workmanship issues • Request for something new

Any issue classified as Severity 4 represents new or modified Service behaviors that may be outside the scope of the current Service.

4.2.3. Priority Levels

Standard SLA

An issue's severity, likelihood of occurrence, customer impact, and other factors will contribute to how Subscriber assigns a Priority Level to an issue (P1 being the most critical to fix). All P1 and P2 issues are expected to be fixed by the Service Provider.

Service Provider will make every reasonable attempt to maintain the following response and resolution criteria.

Issue Level	Response Time	Target Resolution Time
Critical (P1)	3 business day	15 business days
High (P2)	5 business days	30 business days
Medium (P3)	10 business days	Next software release
Low (P4)	15 business days	As per development priorities

Premium Support Option:

Subscribers may choose an enhanced support package at an additional cost, which includes:

- Priority Response for General Inquiries.
- Priority Response for Issue Reports.
- Accelerated Resolution Time.

This premium option can be requested via the Order Confirmation under the terms and pricing specified therein.

4.2.4. Resolution time

Resolution Time is defined as the time required to provide one of the following:

- A Service fix or workaround that resolves the Subscriber's issue, where the issue is proven to be caused by the Service Provider's Service.
- A reasonable explanation and evidence demonstrating that the issue is not caused by the Service Provider's Service.
- A request for additional information necessary for the Service Provider's technical support group to resolve the issue, or escalation of the issue to the Service Provider's quality assurance or engineering groups for investigation and resolution.

For issues assigned Issue Priority 3 (P3), the Service Provider's technical support group will be responsible for monitoring the timeliness of the QA/Engineering response, as well as keeping the Subscriber technical contact updated as to the status of the issue.

4.3. Service Provider Technical Support Responsibilities

The Service Provider's technical support will:

- Acknowledge receipt of an issue report from the Subscriber within the response timeframes outlined above.
- Provide the Subscriber with any Service fixes and Documentation developed by the Service Provider as a resolution to the issue.
- Provide information and consulting assistance regarding the operation of the products, where such information is not clearly described in the associated Documentation, to enable the Subscriber's technical support personnel to perform their duties.
- Inform the Subscriber of any changes or updates to the Service or Documentation.
- Inform the Subscriber of product issues communicated to the Service Provider from sources other than the Subscriber, unless such disclosure violates a confidentiality agreement with the other source.

5. Agreement Review and Termination

This SLA is effective for the term specified in the Order Confirmation and is subject to the terms and conditions outlined in the Terms of Service, except as otherwise provided herein.

Premium Support Option: If the Subscriber has purchased a premium support option as specified in the Order Confirmation, any review, amendment, or termination of this SLA will require the mutual written agreement of both Parties. Any changes to the terms governing premium support must also be explicitly agreed upon by both Parties.

Standard Support: In all other cases, where a premium support option has not been purchased, the Service Provider will conduct an annual review of this SLA. The Service Provider reserves the right to amend the SLA at its sole discretion, provided that such amendments are consistent with industry standards and the Terms of Service. Subscribers will be notified of any changes in advance.

Termination Conditions:

This SLA cannot be terminated independently; it shall terminate automatically upon the termination of the associated service agreement.

In cases where a premium support option is active, termination must follow the terms outlined in the Order Confirmation and requires mutual written agreement between the Parties.

For standard support, termination shall follow the procedures specified in the Terms of Service.

In the event of a conflict between this SLA and either the Terms of Service or Order Confirmation:

- For premium support, the terms specified in the Order Confirmation shall prevail.
- For standard support, the Terms of Service shall govern.

This Service Level Agreement (SLA) is an integral part of the Terms of Service and is incorporated by reference into any Order Confirmation executed between the Service Provider and a Subscriber. The Subscriber's agreement to the Terms of Service and execution of an Order Confirmation constitutes acceptance of this SLA.