Annex 2 – Service Level Agreement (SLA)

Service Commitments Summary

The table below provides a summary of the key service commitments.

It is provided for convenience only and must be read together with the detailed provisions of this SLA. In case of discrepancy between this summary table and the detailed provisions, the latter shall prevail. All response and update times below are measured during Business Hours.

Element	Commitment
Guaranteed Availability	99.5% per month
P1 – Critical	Response 2–4h; hourly updates
P2 – Major	Response 4–8h; updates every 4
P3 – Minor	Response 1 business day
P4 – Info/Request	Response 3–5 business days

Article 1 – Purpose

1.1 This SLA defines the availability, support, and continuity commitments applicable to the SaaS Solution provided by Synchronized.

1.2 This SLA forms an integral part of the Master Service Agreement (MSA – Synchronized General Terms) and applies to any Order Form executed by the Client.

In case of conflict between this SLA and the MSA regarding service levels, this SLA shall prevail.

The liability limitations and caps set out in the MSA remain applicable.

Article 2 – Language

This Annex may be translated into other languages for convenience. In case of discrepancy, the English version shall prevail.

Article 3 – Contractual References

This Service Level Agreement ("SLA") constitutes Annex 2 to the Master Service Agreement ("MSA") executed between Synchronized and the Client.

It applies to any Order Form signed by the Client and supplements the provisions of the MSA, together with:

- Annex 1 – Description of the Platform and Services
- Annex 3 – Data Processing Addendum (DPA)

- Annex 4 – Technical and Organizational Security Measures (TOMs)
- Annex 5 – Technical Specifications and Supported Video Formats

In case of conflict between this SLA and the Contract regarding service levels, this SLA shall prevail. The liability limitations and caps set forth in the MSA remain applicable.

Article 4 – Platform Availability

4.1 Availability Commitment

Synchronized commits to making the Solution available 99.5% of the time on a monthly basis, excluding Planned Maintenance and Force Majeure.

4.2 Definition and Calculation of Downtime

- Downtime: any period of at least fifteen (15) consecutive minutes during which the Solution does not respond to requests or is unavailable to the Client.
- Periods of less than five minutes are disregarded, and consecutive periods are aggregated.
- Formula:

  Availability (%) = 100 × (Total Minutes − Downtime − Planned Maintenance) ÷ (Total Minutes − Planned Maintenance)

4.3 Measurement Source

Availability is measured by an external monitoring and status page service. Data from this external service shall prevail unless manifest error. Upon reasonable request, Synchronized will provide the Client with a summary of Downtime periods used in the calculation.

4.4 Exclusions

The following are excluded from the availability calculation:

a) Planned Maintenance;
b) public Internet, third-party DNS, Client's networks or systems;
c) failure of providers outside Synchronized's direct control (e.g. global AWS outage);
d) Force Majeure events as defined in the MSA;
e) incidents caused by misuse of the Solution.

Article 5 – Recovery Objectives

Synchronized targets a Recovery Point Objective (RPO) of twenty-four (24) hours for Client Data, and a Recovery Time Objective (RTO) of twenty-four (24) hours for restoration of the Solution in case of a major incident.

These objectives are indicative targets only and reflect the asynchronous nature of the Services provided. They do not constitute guaranteed service levels or grounds for service credits.

Article 6 – Planned Maintenance

6.1 **Notification**: Planned maintenance will be notified to the Client at least 48 hours in advance.

6.2 **Timing**: Interventions are scheduled preferably during off-peak hours.

6.3 **Maximum Duration**: Planned unavailability shall not normally exceed two (2) hours per week.

6.4 **Emergency Maintenance**: Synchronized may, without prior notice, perform interventions required to address a security risk or critical incident; the Client will be informed as soon as possible. Such interventions are excluded from the availability calculation.

Article 7 – Incident Management and Support

7.1 **Notification Channels**: The Client reports incidents via the ticketing portal or the support email indicated in the Order Form.

7.2 **Starting Point of Timelines**: Response times are counted from the moment Synchronized confirms receipt of a valid ticket or, failing that, from Synchronized's written acknowledgment of receipt.

7.3 **Nature of Timelines**: Timelines refer to acknowledgment (response), not resolution.

7.4 **Client Obligations**: The Client must promptly provide information, logs, and access reasonably required for diagnosis, and follow the notification procedure. Otherwise, timelines may not apply.

7.5 Classification and Target Response Times

Level	Impact	Examples	Target Response	Updates
P1 – Critical	Complete Service outage for all users, or global workflow totally blocked without workaround.	Platform inaccessible, APIs unavailable.	2–4h	Hourly until workaround or resolution
P2 – Major	Severe degradation affecting a majority of users, without viable workaround.	Ingest or publish blocked, generalized latency, outage of main UI features (Synchronized Studio).	4–8h	Every 4h

	Partial degradation with workaround, or limited impact.	Bug in secondary UI feature, occasional slowness.	1 business day	On material change or closure
P3 – Minor	Partial degradation with workaround, or limited impact.	Bug in secondary UI feature, occasional slowness.	1 business day	On material change or closure
P4 – Info/Request	Information or assistance request with no production impact.	API question, configuration request.	3–5 business days	On material change or closure

7.6 **Severity Determination**: Classification P1–P4 is determined in good faith by Synchronized per the definitions above; the Client may request a reasoned re-evaluation.

7.7 **Obligation of Means**: Timelines are obligations of means, not of result.

Article 8 – Escalation Procedure

8.1 **Trigger**: Escalation applies to P1 incidents not acknowledged within the target response time or where the situation requires escalation due to its impact.

8.2 **Escalation Chain**:

- Level 1: Support Manager
- Level 2: Technical Team
- Level 3: CTO
- Level 4: President of Synchronized (final escalation)

Escalation does not modify Synchronized's obligations under this SLA.

Article 9 – Service Performance

Synchronized targets an average API response time of less than one (1) second under normal operating conditions.

Video processing is performed asynchronously, with an indicative average processing time of less than sixty (60) minutes per hour of video content.

These objectives are indicative targets only and do not constitute guaranteed service levels or grounds for service credits.

Article 10 – Reporting

10.1 **Monthly Report**: A monthly report on availability and incidents is available upon request.

Article 11 – Definitions

- **Business Hours**: 9am–6pm (CET/CEST), Monday to Friday, excluding French public holidays. Unless otherwise stated in the Order Form, all times are CET/CEST.

- **User Interface**: means the SaaS interface made available to the Client, currently "Synchronized Studio."