### VOILÀ!

### **SERVICE LEVEL AGREEMENT**

Last updated March 1<sup>st</sup>, 2021

#### **DEFINITIONS**

Voilà!: Refers to Voilà! in both its web and mobile versions (iOS and Android).

FR: Refers to Flash Romeo inc., which is the owner and distributor of Voilà! Intellectual Property.

Client: A client is the owner of an active paid account of Voilà!

**Paying account:** A Voilà! client which has already paid its license for the current term, including accounts who have already requested their account to be suspended at the end of the said term.

**Free account:** A Voilà! account which is under a free plan, is on a free trial, or whose license has not been renewed.

**VIP account:** An enterprise account for which a specific SLA has been put in place as part of the client's License Agreement.

**Inactive Account**: A Voilà! account which is inactive because of an unpaid license invoice, a specific request of the client or any other reason.

**Statement of Work (SOW):** A statement of work is a document which specifies the details of a development or support project requested by the client. It includes details of the costs for FR to realize the project. Once approved by the client, the SOW acts as an agreement for FR to realize the said project in exchange of a payment by the client.

**Super User:** A super user is a user designated by the client as a primary point of contact on all support requests made by the client. This person shall be contacted if the request requires a SOW from the client or if any issue may affect the client's use of the platform. If no Super User is explicitly designated, FR will deem any administrators from the client's account to be potential Super Users.

**Service Request:** A request made to FR's support team to modify, set or repair a feature of Voilà! Service requests do not include client specific development requests, which shall be managed under a separate Statement of Work (SOW).

### 1. APPLICATION

This SLA applies to Voilà!'s services. It aims to define the services to which client is entitled when becoming a Paying account and using the platform in its web, iOS and Android versions.

Client understands that this SLA does not apply to free accounts FR will service those free accounts to the better of its ability, but paying and VIP accounts shall always be prioritized.

### 2. DOCUMENTATION

Support material, including a text and video presentation of how to use the Platform's core features is available at https://support.voila.app .

Support material is added and updated regularly, but may not always reflect the exact look and feel of Voilà!. Nonetheless, FR makes sure that it remains understandable and relevant. Clients who have questions can always ask their Account Manager about support material.

# 3. TRAINING

Basic training is offered free of charge to managers of paying accounts.

FR offers training to administrators, supervisors and managers in different formats, adapted to the client's needs. Available training material formats include:

### a) Live video training sessions

Training is offered through videoconferencing and screen sharing. The software used for such trainings may vary. Training must be booked in advance by the client and he's responsible for making sure its employees can access and interact with the videoconferencing software recommended by FR for said training.

## b) Training manuals

PDF training manuals are made available to the client's managers, administrators and employees.

# c) On-premise training

Fees for such training are to be agreed upon between the Parties as part of a separate SOW.

## 4. IMPLEMENTATION

FR assists its paying clients in the process of implementing Voilà! in their businesses. To do so, your Customer Success Manager can provide various tools and assistance, such as mapping and internal communications templates and tutorial videos. To facilitate the help our team can provide, we strongly recommend the following steps.

## a) Scoping

Together with the client, FR defines your organization's needs and business requirements, processes and key performance metrics. The scoping phase establishes a framework and opportunity for improving your current business processes.

## b) Planning

Confirmation of project scope, timeline, and key milestone dates will define the details of the project work plan. Then the project team is mobilized. This is where your Customer Success manager can provide recommendations to help optimize your scheduling processes and make the most of Voilà!

## c) Mapping

Our experts work with your key stakeholders to put together a well conceived, complete, and accurate setup. Our mapping approach incorporates structuring your company account, integrations to third-party systems and invitation processes.

### d) Setup

Your platform is configured to match both your business process requirements and technical requirements as defined during mapping.

### e) Training

FR recognizes the strategic value of learning and the direct correlation between a well-trained, knowledgeable workforce and the successful and sustained use of business applications.

Stakeholders are provided with standardized documentation to support their learning process. By the end of the implementation process, these individuals are fully equipped to provide necessary internal training to their end users.

# f) Testing

We recommend that your users test the system by creating a realistic one-week schedule. If needed, adjustments can be made to your settings to ensure you generate the desired output.

## g) Deploy

Our team works with you to roll out Voilà! to your users community and monitor the new business processes against the business objectives to ensure success and acceptance.

### 5. SERVICE

Voilà!'s Customer Support provides a central contact point for all clients. Our service representatives are responsible for logging and coordinating internal and external communications, as well as monitoring client requests. They are committed to resolving issues as quickly as possible with the assistance of the best-suited resources for the situation at hand.

## a) Customer Service Contacts

Telephone: 418-800-1339

Email: support@voila.app

Live chat: Available on voila.app and in our mobile applications

## b) Availability

Customer Service is available Monday to Friday, from 8 AM to 6:00 PM Eastern Time, except statutory holidays. Requests submitted after regular business hours will be processed on the next business day, with the exception of critical issues which will be addressed immediately.

## c) Client Responsibilities

The client agrees to designate Super Users who have the responsibility of providing their organization with first-level support for Voilà!

The client is responsible for maintaining an adequate level of knowledge of their Voilà! accounts at their expense. Administrators, managers and supervisors are the only persons who should contact our Customer Support Center.

The client accepts to grant Voilà!'s support agents access to its data in order to assess its issues and help them find a solution.

### 6. PLANNED MAINTENANCE

FR aims to limit planned maintenance. Therefore, most feature releases will have minimal impact on our clients, such as requesting that they log out and into Voilà!, or that they download the latest compatible version of our mobile apps.

However, it is understood that some releases require us to put the platform under maintenance, to avoid any problem due to clients altering data as a new version is released.

Therefore, FR allows itself to a maximum of 9 planned maintenance per calendar year, per platform. Such Planned Maintenance should never last for more than two (2) consecutive hours per platform.

To limit the impact of these Planned Maintenance, FR will inform its clients by email 5 working days in advance for Regular Planned Maintenance. Maintenance are also to be done in the late evenings (Eastern Time) to limit the number of users who could be using the Platform at said time.

In the even that FR must put the platform under maintenance urgently, due to an issue from its partners, such as an incompatibility of a new mobile operating system or a breach in third party data security, it will inform its clients of such maintenance and its impacts as soon as possible and will do everything in its power to limit the downtime hereby caused.

#### 7. UPTIME

FR understands that Voilà! is key to many of its clients' operations. As such, we ensure to keep platform downtimes to a minimum. As Voilà! relies on third-party solutions to support and maintain its servers and databases, it is understood that downtimes can happen.

Voilà! guarantees a 99,9 % uptime, or no more than nine (9) hours of unplanned downtime hours per calendar year.

Unplanned downtime is defined when Voilà! is not accessible by the client or its employees from any computer or mobile devices for a said period of time. It does not include planned maintenance, which are necessary to ensure the security and evolution of the platform.

If Voilà! is temporarily inaccessible on some supported platforms or browsers, FR will do everything in its power to make sure to correct the situation. This situation shall not count as downtime if clients can still access Voilà! from other browsers or platforms easily.

### 8. SUPPORTED PLATFORMS

Voilà! supports and is tested on the last two versions of the most popular web browsers, including Chrome (web and mobile), Safari (web and mobile), Edge and Firefox. It also supports the most up to date versions of iOS and Android.

To make sure they can access Voilà!, clients are responsible for making sure their employees use up-to-date versions of a supported browser or mobile operating system.

It is understood that Voilà! cannot support every past version of such browsers and operating systems, which could create security breaches or performance issues.

### 9. SUPPORT REQUESTS

### a) Submission

To optimize requests monitoring, please submit one request per issue.

Voilà!'s Level 1 or 2 support representatives are the initial contact point for our clients. To ensure that your request is given the best possible routing attention, the following information must be provided:

- Your Account name
- Your name
- The concerned employee, work shift or instance.
- The telephone number where we can reach you, including the area code and extension number
- The device model you are using Voilà! on
- The object of the request
- The impact on your operations to help us assign the right priority level

## Requests should always be sent by email to support@voila.app

### b) Ownership

A Level 1 or 2 support representative will take ownership of the request. Voilà! commits to respecting the service levels as defined in the Response Time column of the "Priority Management," table in section 10

In summary, the Support Representative:

- 1. Communicates with the client in the specified timeframe
- 2. Documents the request
- 3. Specifies whether the issue is user-related or technical
- 4. Diagnoses the incident
- 5. Implements the required fixes
- 6. Communicates with the client for follow up
- 7. Documents the solution
- 8. Closes the request

### c. Resolution

The support representative diagnoses the request and gathers additional information if necessary. Once the request is resolved and after performing the required tests, the support representative informs the client of the solution and applies the fix, if applicable.

At regular intervals, the support representative communicates the progress of the request to the client, according to mutually agreed terms.

## d) Escalation

If the support representative is not able to resolve the request in the recommended timeframe, the request will be escalated to the technical team.

## e) Closure

Once the solution is approved by the client, the support representative informs the client that the request will be closed and, unless otherwise specified, closes the request.

### 10. RESPONSE TIME & PRIORITY MANAGEMENT

FR commits to the following response times on all support requests sent to us by email at <a href="mailto:support@voila.app">support@voila.app</a> within business hours. Once our team has taken ownership of the request, we will act promptly to make appropriate corrections.

Time required to make the adjustments vary according to the scope of work. In all cases, a resolution time estimate will be communicated to the client.

P1 – Critical	1 hr	Major system outage or total interruption or major flaw that interrupts operations of most users during a critical period.	A situation that must be corrected in priority. An update or fix, if applicable, is deployed.
P2 – High	4 hrs	Interruption of an essential function without a workaround or important problem that impacts operations during a critical period.	A situation that must be corrected within 2 business days. An update, if applicable, is deployed.
P3 – Moderate	8 hrs	Interruption of an essential function or problem that does not impact operations, and for which an acceptable workaround exists.	Apply the workaround. An update, if necessary, will be included in an upcoming version.
P4 - Low	24 hrs	Minor problem. Little or no impact on operations.	If the situation requires a change, it will be prioritized with all P4s to determine if an update will be included in an upcoming version.

Requests made through our instant messaging (chat) support channel within business hours are answered within an average of 5 minutes. Our maximum turnaround time (TAT) on such requests is 10 minutes.

### 11. PENALTIES

Penalties resulting from data issues and excessive downtime will be managed on a one-by-one basis. Penalties cannot exceed the amounts paid by the client for his Voilà! license over the 6 months preceding the issue.

## **12. INSURANCES**

FR maintains a multi-risk technology and cyber risks liability insurance policy of at least two million dollars (\$ 2,000,000 CAD) per event.