

These **IDZOR SHADOWALK Service Level Terms** ("Terms") are an integral part of and complement the **IDZOR SHADOWALK End User Software License Agreement** ("Agreement") between **IDZOR TECHNOLOGIES** and the Licensee, provided the Licensee holds a valid service contract with **IDZOR TECHNOLOGIES** for support and maintenance services. Unless explicitly stated otherwise, the purchased license ("License") will remain intact and fully enforceable. Terms defined within the License shall carry the same meaning in these Terms unless specified differently. In the event of a conflict between the License terms and these Terms, the latter shall take precedence.

The following provisions are mutually agreed upon:

1. Support and Maintenance Services

1.1 **IDZOR TECHNOLOGIES** shall deliver support and maintenance services ("Services") for the **IDZOR SHADOWALK** software ("Software") to the Licensee, provided that the Licensee has an active Service contract with **IDZOR TECHNOLOGIES**. The Licensee may opt to purchase additional years of Service in advance.

1.2 The following Services are included within an active Service period:

- **IDZOR TECHNOLOGIES Standard Support Service:**
- **IDZOR TECHNOLOGIES** will offer support to the Licensee's region through email ("Support Services") during the following hours:
[09:00 to 18:00 Beijing Time]

For the purposes of this Agreement, the term "Licensee's Region" refers to the Licensee's designated shipping address provided to **IDZOR TECHNOLOGIES**.

Support Services include the following:

- **IDZOR TECHNOLOGIES Standard Support Service during business hours:**
 - **Email Support Service:** shadowalk@idzor.net
- **IDZOR TECHNOLOGIES** will provide Support Services and respond to Licensee communications regarding issues with the Software based on the severity level of the problem, as detailed in Section 2 of these Terms.

b) IDZOR SHADOWALK Location-Based Service:

The **IDZOR SHADOWALK** Location-Based Services ("LBS") functionality allows the Licensee to locate, track, and gather data on the movement of GPS-enabled devices that support this feature. LBS is only available for devices with an internal (native) GPS receiver.

c) Software Updates and Upgrades:

IDZOR TECHNOLOGIES strives to regularly release updates and upgrades for the Software. The timing of updates, upgrades, and modifications is at the sole discretion of **IDZOR TECHNOLOGIES**.

d) Software Issues:

IDZOR TECHNOLOGIES will provide bug fixes solely for the most recent revisions of the last major versions of the Software.

1.3 Add-On Licenses and Co-Termination

The Service period for all Licenses within the same deployment (i.e., managed via the same database) must end on the same date. When additional Licenses are purchased, the Licensee has the option to either:

1. Pro-rate the Service period of the new Licenses so they terminate earlier, aligning

- with the current Service period, or
2. Extend the Service period of the existing Licenses to match the Service period of the new Licenses.
 3. The existing License Service period must be valid before new Licenses are purchased.

2. IDZOR TECHNOLOGIES Hosted Services

2.1 Cloud Hosting and Managed Service

IDZOR TECHNOLOGIES will provide the Licensee with Services related to the **IDZOR TECHNOLOGIES Hosted and Managed Service** ("Cloud") as long as the Licensee maintains a valid Service contract with **IDZOR TECHNOLOGIES**.

2.2 Maintenance and Updates

IDZOR TECHNOLOGIES makes every effort to consistently maintain and update the Cloud service. The schedule for maintenance, updates, upgrades, modifications, and their release timings are entirely at **IDZOR TECHNOLOGIES's** discretion. Scheduled maintenance (excluding nightly optimizations), emergency maintenance, updates, modifications, and/or upgrades will be communicated via email to the designated technical contact shadowwalk@idzor.net or through the **IDZOR SHADOWWALK** website at <https://shadowwalk.net/contact-us>.

2.3 Availability

The term "Availability" refers to the percentage of a given month (calculated based on twenty-four [24] hour days for the number of days within the relevant month) that the Licensee's hosted system is accessible to third parties via HTTP and HTTPS.

IDZOR TECHNOLOGIES aims to provide 99.9% Availability for all Licensees, but not including personal data backup and disaster recovery plans.

2.4 Availability Exceptions

The Licensee will not be entitled to any credits as outlined in Section 2 for any failure or deficiency in Availability caused by or associated with:

- a) Circumstances beyond **IDZOR TECHNOLOGIES's** reasonable control, including but not limited to civil unrest, riots, labor strikes, transportation disruptions, fire, storm, flood, earthquake, volcanic eruption, explosion, war, embargoes, acts of God, unavailability or delays in telecommunications or third-party services, virus attacks or hacking incidents, failures of third-party software or hardware (including but not limited to e-commerce software, payment gateways, chat services, statistics tools, or free scripts), actions by government or its agencies, or judicial actions;
- b) Failure of access circuits to the **IDZOR TECHNOLOGIES** Network, unless such failure is solely caused by **IDZOR TECHNOLOGIES**;
- c) Scheduled maintenance, emergency maintenance, and upgrades;
- d) DNS issues that are outside of **IDZOR TECHNOLOGIES's** direct control;
- e) Issues with FTP, POP, IMAP, or SMTP customer access;
- f) False Service contract breaches reported due to actions or omissions by the Licensee (or those authorized by the Licensee), including but not limited to custom scripting or coding (e.g., CGI, Perl, HTML, ASP, Ruby, PHP, Python, etc.), negligence, willful misconduct, or use of the Cloud in violation of **IDZOR TECHNOLOGIES's** Terms and

Conditions;

- g) E-mail or webmail delivery and transmission issues;
- h) DNS (Domain Name Server) Propagation;
- i) Outages elsewhere on the Internet that prevent access to the Licensee's account;
- j) Scheduled maintenance of up to eight (8) hours per month, conducted between the hours of 9:00 PM and 5:00 AM (local time of the hosted environment);
- k) Emergency maintenance and upgrades, up to four (4) hours per month, required due to circumstances beyond **IDZOR TECHNOLOGIES's** reasonable control;
- l) Licensee's use of the Software or Service in material breach of the Agreement, where such Availability issues would not have occurred but for the breach;
- m) Downtime caused by outages or degraded performance of third-party push notification services.

IDZOR TECHNOLOGIES is not responsible for browser or DNS caching that may cause the Licensee's site to appear inaccessible, even when it is still accessible to third parties.

IDZOR TECHNOLOGIES guarantees only those areas under its control: the **IDZOR TECHNOLOGIES** server links to the Internet, **IDZOR TECHNOLOGIES** routers, and **IDZOR TECHNOLOGIES** servers.

3. Restrictions

IDZOR TECHNOLOGIES will not support:

- a) Devices that have been modified in a way that alters the functionality or capability of the operating system;
- b) Devices containing custom firmware or modified versions of standard operating systems, except for IDZOR TECHNOLOGIES-certified devices provided by the device manufacturer or a recognized carrier;
- c) Components of the Software and databases that are modified by third-party elements, unless explicitly approved by **IDZOR TECHNOLOGIES**;
- d) Incidents where the Licensee has performed upgrades or migrations outside the approved upgrade path.

4. Problem Classification, Reporting and Response Procedures, Escalation Process

a) Problem Classification

The Licensee must assign a severity level to each problem, error, or malfunction ("Problem") reported to **IDZOR TECHNOLOGIES**, after consulting with **IDZOR TECHNOLOGIES**, based on the Problem Classification Table below. Problems reported by the Licensee without an assigned severity level will be assigned a default severity level of Severity 3, unless otherwise specified by the Licensee.

Severity levels are defined as follows:

Problem Classification	Criteria
Severity 1 – Critical	The Software or a component thereof is completely unusable. The Problem adversely affects time-critical applications without which the Licensee's use of the Software cannot proceed and day to day business is seriously affected. No known work-around is

Problem Classification	Criteria
	currently available.
Severity 2 – Serious	The Software is significantly impaired. Licensee cannot use the Software to conduct business processes for which the Software is being used for by Licensee. A work-around may be available.
Severity 3 – Degraded	One or more features of the Software are not functioning. Licensee's business processes for which the Software is used for by Licensee, however, have not been interrupted.
Severity 4 – Minimal	Licensee is experiencing problems with the Software which have little or no impact on Licensee's daily business processes.

b) Reporting Procedures

The Licensee shall appoint and notify **IDZOR TECHNOLOGIES** of the employee(s) within the Licensee's IT department who will act as the primary liaison with **IDZOR TECHNOLOGIES** for the purpose of reporting Problems. If the Licensee does not maintain an IT department, it is recommended that the Licensee appoint an employee with a basic understanding of information technology to fulfill this role.

For all reported Problems that cannot be resolved during an initial support session, the Licensee must provide **IDZOR TECHNOLOGIES** with a reasonably detailed description of the issue. Upon receipt, **IDZOR TECHNOLOGIES** will open a support case and provide the Licensee with a case reference number. **IDZOR TECHNOLOGIES** will then proceed as outlined in the Response Expectation Table and as follows:

Step 1: IDZOR TECHNOLOGIES will acknowledge receipt of the reported Problem and begin collecting additional information from the Licensee as necessary.

Step 2: IDZOR TECHNOLOGIES will actively work to address the Problem during support hours (as defined in Section 1 of these terms) and will provide a temporary patch, correction, or work-around as soon as reasonably practicable.

Step 3: IDZOR TECHNOLOGIES will provide a "Resolution," which shall mean one of the following:

- (i) the Software or Services are restored and functioning as intended;
- (ii) a work-around has been identified and implemented; or
- (iii) for medium- or low-priority Problems, a work-around has been identified and an implementation plan has been communicated to the Licensee and the assigned Support Manager.

IDZOR TECHNOLOGIES will provide corrected Software or Services, or otherwise deliver a Resolution, such that the Software and Services conform to the applicable warranties and specifications in both performance and functionality.

If the Software contains a material Problem that prevents it from performing in accordance with the applicable specifications and such Problem cannot be corrected within the timeframes specified below, the Licensee may, at its sole option, terminate the affected License in accordance with the License Agreement between the Licensee and **IDZOR TECHNOLOGIES**.

c) Response Procedures

IDZOR TECHNOLOGIES will respond to the Licensee's support issues according to the response times indicated in the Response Expectation Table below.

Response Expectation Table:

Severity Level	Step 1	Step 2	Step 3
1 – Critical	Response within eight (8) business hours by web submission, and eight (8) business hours by email.	Immediate and continuing effort during standard support hours	Within twenty (20) business days
2 – Serious	Within sixteen (16) business hours by web submission and within sixteen (16) business hours by email	Within five (5) business days following initial contact by Licensee	Within twenty (20) business days
3 – Degraded	Within thirty-two (32) business hours	Within ten (10) business days	Next release of software
4 – Minimal	Within forty-eight (48) business hours	Time available basis	None

Please note that responses may be automated and that the response times listed in the table refer to the timeframe for the initial response, not for complete problem resolution. To ensure a response within the stated timeframes:

- Licensees with Degraded and Minimal severity issues should submit a support case via the IDZOR TECHNOLOGIES website under the Shadowalk Support section: <https://shadowalk.net/contact-us>

d) Escalation Process

If the **IDZOR TECHNOLOGIES** support representative on duty at the time the Licensee reports a Problem cannot resolve any issue classified as Severity 1 through 3 or implement a resolution plan within the timeframes specified in the Escalation Table below, the support representative shall escalate the issue to **IDZOR TECHNOLOGIES** support management, who will take appropriate action.

At each stage of escalation, the Licensee must provide a contact person at an equivalent management level who has the authority to make decisions about alternative approaches to resolving the issue. For Severity 1 issues, the Licensee must also designate a contact who will be continuously available to assist **IDZOR TECHNOLOGIES's** support personnel with data gathering, testing, and applying fixes. If **IDZOR TECHNOLOGIES** is unable to replicate the Licensee's issue internally, the Licensee must provide access to its computing environment as requested.

Escalation Table:

Elapsed Time	Severity 1 – Critical	Severity 2 – Serious	Severity 3 – Degraded	Severity 4 – Minimal
Immediately	Technical Support			
Two (2) Business Hours	Senior Technical Support Engineer			

Elapsed Time	Severity 1 – Critical	Severity 2 – Serious	Severity 3 – Degraded	Severity 4 – Minimal
Four (4) Business Hours		Senior Technical Support Engineer		
Sixteen (16) Business Hours		Technical Support Engineer		
Twenty-Four (24) Business Hours			Technical Support Engineer	
Forty-Eight (48) Business Hours			Technical Support Engineer	Technical Support Engineer

5. Confidentiality

In the event that the Parties do not enter into a separate non-disclosure agreement, the terms of this Agreement shall govern the confidentiality obligations between the Parties.

6. Term & Termination; Change Policy

- a) Either Party may terminate the Service contract for cause by providing thirty (30) days' advance written notice to the other Party.
- b) Upon termination of the Service contract for any reason, the Licensee shall settle all outstanding invoices within thirty (30) days from the effective date of termination.
- c) **IDZOR TECHNOLOGIES** reserves the right to modify or change the Services as it deems necessary for the continued improvement and maintenance of the Services, without the need for approval or prior written consent from the Licensee.

7. Governing Law

These Terms shall be construed in accordance with the laws agreed upon by both Parties in the Agreement.

8. Language

In the event that **IDZOR TECHNOLOGIES** or another party provides a translation of these Terms from the English language to another language, the Licensee acknowledges that the translation is provided solely for convenience. The English version of these Terms shall govern the relationship between **IDZOR TECHNOLOGIES** and the Licensee, and in the event of any conflict between the English version and the translated version, the English version shall take precedence. All disputes arising under these Terms shall be resolved in the English language.

9. Amendments & Severability

Any modification or amendment of these Terms must be in writing and signed by duly authorized representatives of both Parties. If any provision of these Terms is determined to be invalid or unenforceable to any extent, the invalid provision shall be modified to conform to the minimum legal requirements, and the remainder of the Terms shall continue in full force and effect.