

PERFECT

SERVICE LEVEL AGREEMENT

This Service Level Agreement (the "SLA") sets forth the terms and conditions under which Perfect Corp. ("Perfect") is willing to provide support and maintenance to you pursuant to the terms of API Terms of Service (the "API Terms"). You hereby agree that the following terms and conditions shall solely govern the support and maintenance services provided by Perfect. These terms and conditions are supplemental to and form part of the Service provided by Perfect to you. By subscribing to the intended service package herein, you hereby agree to the following terms and conditions, including any attachments or addenda hereto:

1 DEFINITIONS.

Any terms used in this SLA which are not defined herein shall have the meaning ascribed to them in the API Terms of Service between the parties.

- 1.1 **"Current Product"** means those Services which have not been discontinued or retired by Perfect, and for which Perfect offers standard support and maintenance services as described in Section 4.1 below.
- 1.2 **"Error(s)"** means programming errors in the Software in the form provided by Perfect that prevent the Software from substantially conforming to its published specifications.
- 1.3 **"Error Category"** means the severity class for Errors as further defined and set forth at the Perfect Support Network.
- 1.4 **"Project User(s)"** means any of your personnel who perform any duty or service for the Project, including, but not limited to, performing any development, testing and compiling functions for the Project.
- 1.5 **"Software"** or **"Service"** means Software licensed to you pursuant to the API Terms of Service and for which you have paid the applicable annual support fee(s) thereto, and any accompanying documentation provided by Perfect.
- 1.6 **"Support Term"** means the period referred to in each subscription of the Service.
- 1.7 **"Supported Configuration"** means the hardware and software environment in which you are utilizing the Software and for which Perfect has agreed to investigate and validate a support request. Such configuration shall consist of: (i) one (1) hardware environment; and (ii) the version of the Software for which Perfect has agreed to provide support and/or maintenance pursuant to the API Terms of Service.

2 SERVICE AVAILABILITY

- 2.1 Perfect shall ensure that the Uptime of the Software is no less than 99.58% in any given calendar month. If the above Service Availability commitment is not met, the Licensee can obtain compensation according to the SLA in Section 3.
- 2.2 **"Uptime"** shall mean the Software is up and available for access through the Internet.
- 2.3 This availability rate is calculated according to the following formula:

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$$A = (MA - U) \times 100 / MA$$

- A is the availability rate over the period considered
- MA is the maximum period of availability of the Software during the reporting period (number of total hours in the reporting period)
- U corresponds to the period of unavailability of the Software during the period considered (number of hours during which the Software is not accessible by BRAND C1)

3 COMPENSATION PLAN

3.1 Based on the service availability of the Software under your Account in a monthly service duration, the compensation amount is calculated according to the standards in the table below.

Uptime Percentage	Service credit
Equal or greater than 99.0% but less than 99.58%	Extension of 1 service day of the applicable subscription plan.
Equal or greater than 98.0% but less than 99.0%	Extension of 3 service days of the applicable subscription plan.
Equal or greater than 95.0% but less than 98.0%	Extension of 4.5 service days of the applicable subscription plan.
Less than 95.0%	Extension of 6 service days of the applicable subscription plan.

3.2 **Compensation Application Time Limit.** You can apply for the aggregate service days under Section 3.1 as compensation right after the expiration date of your subscription plan.

4 PERFECT SUPPORT & MAINTENANCE

During the Support Term, and subject to your subscription to the service level and the terms herein, Perfect shall provide the following support services:

4.1 **Basic Service.** Basic Service shall include the following solely for performance of the API integration:

	Critical Error	Major Error	Minor Error
Phone and online support	During Perfect's office hours, working days only (GMT +8, 0900-1800)		
Response time	within 1 business day of receiving an email.	within 2 business days of receiving an email.	within 7 business days of receiving an email.
Correction implementation	within 3 business days of receiving an email.	within 1 week of receiving an email.	within 1 month of receiving an email.

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- 4.2 **Perfect Support Network.** You will have access to the Perfect Support Network, which includes certain Perfect product documentation and other resources via [YouCam Online Editor platform](#).
- 4.3 **Service Request Management.** The ability to create service requests via email, allowing you to describe technical challenges privately to: (a) determine if a problem you are encountering is attributable to an Error and (b) to assist in resolving Errors reported by you that occur during normal usage of the Software.

5 LIMITATIONS ON SUPPORT AND MAINTENANCE SERVICES

The following limitations and restrictions shall apply to all support and maintenance services provided under this SLA:

- 5.1 **Business Hours, Language.** Depending on the category of service subscribed by you, Perfect shall provide support services to you only during the normal business hours of the Perfect Support Center, Monday to Friday, excluding Perfect's recognized holidays. All support and maintenance shall be conducted in the English language only.
- 5.2 **Non-Perfect Operating System; Unsupported Components and Products.** Support and maintenance are only valid and available for Software in the form provided by Perfect to you. If you are using the Software with a non-Perfect operating system, in order to be eligible for any support or maintenance, all support issues must be reproducible on a Perfect supported operating system. Perfect shall have no obligation to provide support for any Software or component thereof (including components of Current Products) made available on the Perfect Support Network marked as "unsupported" or otherwise designated as not being eligible for support.
- 5.3 **No End User Support and Maintenance.** Company acknowledges that Perfect has no obligation to provide any support and/or maintenance services to end user.
- 5.4 **Maintenance on Current Versions Only.** Perfect bug fixes are only effective on the latest version of the Software. For clarity, the latest version of the Software is a version of the Software that has been updated with all the most current updates and patches released or made available for such version of the Software. If you have not incorporated all available updates, patches and bug fixes to the Software, any subsequently released patches, updates or bug fixes may not be effective or usable on such Software.
- 5.5 **General.** Perfect shall have no obligation to investigate or correct problems (including Errors) that cannot be reproduced by Perfect based on information provided by you; or that are due to a breach by you of the API Term; or that cannot be remedied due either to the operational characteristics of the computer equipment on which the Software is used; or to modifications to the Software made by you or any third party. Perfect will use commercially reasonable efforts to provide the services under this SLA; however, you acknowledge that Perfect cannot guarantee that every question, problem, issue or Error reported by you can or will be resolved. Nothing in this SLA shall expand or add to any warranty for the

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Software set forth in the SLA or any other agreement with Perfect governing the use of the Software. The terms of this SLA, including without limitation, any obligation of Perfect to provide support and maintenance hereunder, apply to you purchasing support and maintenance for Software licensed directly from Perfect. Except as otherwise agreed to in writing, this SLA shall not apply to, or obligate Perfect to provide, any support and maintenance services for Perfect products that you obtain from or through any source other than Perfect, including, but not limited to, a distributor.

6 PERFECT RESPONSIBILITIES

- 6.1 Perfect agrees to comply with the mandatory deadlines for correction, implementation, and intervention identified in the Service Levels.
- 6.2 Perfect agrees to implement all necessary and appropriate security, data backup and monitoring measures.

7 YOUR RESPONSIBILITIES

The following responsibilities and obligations shall apply to all support and maintenance services provided under this SLA and shall be a precondition for Perfect to provide any support and maintenance services to Company hereunder.

- 7.1 **Notice and Assistance.** You shall notify Perfect of problems to Perfect Support Network and will provide all relevant information known to you, and as requested by Perfect, as well as sufficient support and test time on your computer system to determine if a problem is attributable to an Error and, if applicable, to correct any Errors and determine if an Error has been corrected. Such problem notice must contain sufficient information on computer-readable media, if practicable, for Perfect to reproduce the problem. Thereafter, you will keep Perfect notified of any additions or changes to such information, including any modifications to any Software being utilized (regardless of whether the modification is made by you, a third party or Perfect), and will provide Perfect with the source code for the modified Software. You shall promptly respond to Perfect requests for additional information or assistance.
- 7.2 **Contact.** You must designate one named contact person ("Company Contact") for each current seat license for Software licensed from Perfect. Only Company Contacts shall be authorized to submit problem reports pursuant to Section 4 above, access Perfect Support Network and receive correspondence and other communications, as applicable, concerning the Software. You will notify Perfect, in writing, of any change in the Company Contact. In no event shall the number of Company Contacts exceed the number of current valid seat licenses licensed by you from Perfect.

8 DISCLAIMER

PERFECT AND ITS LICENSORS PROVIDE NO WARRANTY, EXPRESS, IMPLIED, OR

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STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS RELATED TO ANY SOFTWARE, SERVICES, MAINTENANCE SERVICES OR SUPPORT THAT MAY BE PROVIDED HEREUNDER.