



NEXA Service Level Agreement

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Captivate ApS

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1. General information and introduction

This Service Level Agreement (the "SLA") is a policy governing the use of any solution or services owned or operated by CAPTIVATE under the Agreement between CAPTIVATE and the Customer.

CAPTIVATE will review this SLA no less than annually and will notify Customers of any material changes with forty-five (45) calendar days' prior written notice, published via the CAPTIVATE website at <https://nexahub.io> and/or by email to the Customer's registered contact address. A material change is any modification that alters the Service Commitment, service credit structure, incident response targets, recovery objectives, support hours, or limitation of liability. Non-material changes, including clarifications, formatting, updated contact information, and corrections, may be made without advance notice.

After receiving notification of a material change, the Customer has 45 calendar days to object in writing. If the change results in a reduction of the service level, a narrowing of the Customer's rights, or a lessening of CAPTIVATE's obligations compared to the version in effect at the time of notification, and the Customer reasonably determines that the change cannot be accepted, the Customer may terminate the Agreement in accordance with the applicable exit terms, without penalty. Changes that maintain or improve the service level do not give rise to a termination right. Changes to the Data Processing Agreement are governed separately by Appendix D.2 of the DPA.

1.1 Minimum service commitment

Captivate will use all commercially reasonable efforts to make the CAPTIVATE Nexa Application available with a Monthly Uptime Percentage of at least 99.9% of the time during any month (the "Service Commitment"). In the event Captivate does not meet this threshold, the Customer will be eligible to receive a Service Credit as described below.

CAPTIVATE will use commercially reasonable efforts to minimize disruption during live productions. If any downtime is experienced during any live production, and this downtime is related to equipment owned by or delivered by CAPTIVATE, the Customer is eligible to receive a Service Credit as described below, provided that CAPTIVATE cannot remedy such failure within one (1) hour. If any downtime or interruptions on both live and on-demand services are due to external partners provided by the Customer to CAPTIVATE, or due to equipment provided by the Customers' partners to CAPTIVATE, or due to breach or interruptions in infrastructure on the location, or not directly related to CAPTIVATE, the Customer is not at any time eligible to any Service Credit. End user issues related to end user platforms, end user infrastructure, or issues related to end users not being able to use the services, are not eligible for Service Credit if the service is running as intended on other platforms.

1.2 Definitions

Except as otherwise defined below and elsewhere herein, all capitalized terms used herein shall have the meanings assigned thereto in the General Terms:

"Monthly Downtime" means the aggregate duration of time during a calendar month for which the ability to use CAPTIVATE Services i. is not available to the Customer in any way, ii. or the ability for a service frontend to be viewed, iii. or a Managed Service is not available due to a problem with the CAPTIVATE infrastructure, software or systems, as measured by CAPTIVATE's internal monitoring systems. Monthly Downtime shall not include the

non-availability of the CAPTIVATE Services as a result of specific geographic downtime due to Internet backbone issues, any bug or temporary issue with non-critical CAPTIVATE features (i.e. graphics, library, 3rd party service integration, uploads, etc.) a Service Interruption Event, Scheduled Outage (Wednesdays from 20.00 – 00.00 CET), or user-side issues (e.g., problems with the Customer’s Uploaded Content or Internet connectivity issues).

“Scheduled Outages” means the period that the CAPTIVATE Services may be temporarily interrupted for upgrades, maintenance, security patching, or for any other similar reason or purpose, including an established framework for scheduling and managing such outages. Scheduled outages will be notified to the Customer via: (i). the CAPTIVATE website at <https://status.nexahub.io>, or (ii). notice by email to the Customer, with at least five (5) business days prior notice. By exception, emergency security patching may be carried out with a minimum of twenty-four (24) hours’ notice. Updates for the benefit of the service and minor changes will be made without notice if this does not influence the service or lead to outage or downtime.

“Service Credit” means a credit of a percentage of the amount of monthly recurring fees and charges for the CAPTIVATE Services incurred by you for any corresponding Monthly Downtime that causes the Monthly Uptime Percentage to fall below the amount set forth in the chart below.

“Service Interruption Event” means a force majeure event such as flood, extreme weather, fire or other nature calamity, any law, order, regulation, direction, action, or request of any governmental entity or agency, war, riot, civil unrest, work stoppage or strike, or any similar event, or any other event outside of the control of CAPTIVATE or any third party providing any portion of the CAPTIVATE Service, that causes the CAPTIVATE Service or any portion thereof to be unavailable.

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of Monthly Downtime during a given month.

1.3 Service credits

Service Credits will be calculated as a percentage of the total charges you pay in a month calculated in accordance with the schedule below:

Captivate Monthly Uptime Percentage	Service Credit Percentage
More than 99% but less than 99.9%	10%
Less than 99%	25%

In the event you experience any Monthly Downtime that causes the Monthly Uptime Percentage to fall below the Service Commitment, and CAPTIVATE determines in its reasonable judgement that such Monthly Downtime was caused by CAPTIVATE’s failure for reasons within CAPTIVATE’s reasonable control and not as a result of any actions or inactions of you or any third parties, your sole and exclusive remedy shall be the applicable Service Credit.

If you are entitled to multiple credits hereunder arising from the same event, such credits shall not be cumulative, and you shall be entitled to receive only the maximum single credit available for such event. The aggregate maximum amount of Service Credits to be issued for all Monthly Downtime that occurs in a single calendar month shall not exceed twenty five percent (25%) of the amount of monthly recurring fees and

charges for the CAPTIVATE Service incurred by the Customer for the month in which such Service Credits are incurred.

2. Service credits issuance procedure

2.1 Requesting a Service Credit:

To request any of the credits described, you must send an email to support@nexahub.io within thirty (30) business days from the end of the month in which you are eligible to receive a credit. To be eligible, the credit request must (i) include your Platform Name in the subject of the e-mail message; and (ii) include, in the body of the e-mail, the dates and times of any Monthly Downtime that you claim to have experienced. CAPTIVATE will verify downtime claims against its internal monitoring records. Customers may optionally provide additional supporting documentation. Failure to submit the credit request within the thirty (30) business day window will forfeit your right to receive a credit for that month.

2.2 Issuance of Service Credits:

If approved, a Service Credit will be calculated by multiplying the percentage of the applicable credit to the bill for the month in question and applying that credit to the outstanding bill for the next month. In the event the credit exceeds charges for the CAPTIVATE Services for the next month, any balance of the Service Credit will be applied to subsequent months until the credit is fulfilled, for a maximum of six (6) months. A Service Credit will be applicable and issued only if the credit amount for the applicable month is greater than one Danish krone (1 DKK).

Note, Service Credits are only eligible on production of events that are Live; OR for the hosting part of On Demand events – and can only be credited future events, i.e. not refund of the payment made to produce the event in question.

2.3 Exclusive remedy

Because damages from Monthly Downtime or other failure to provide the service level under this SLA would be impossible to ascertain, and that the remedies set forth herein have been arrived at in good faith as a reasonable estimate of compensation and not as a penalty, your remedy shall be fixed and liquidated as set forth in this SLA.

In no event will the total remedies available to you that are covered by this SLA exceed those set forth within. Your right to receive Service Credits set forth in this SLA is your sole and exclusive remedy for any unavailability of the CAPTIVATE Services or failure by CAPTIVATE to provide the CAPTIVATE Services or for CAPTIVATE's failure to meet any guaranty or warranty provided by CAPTIVATE.

No Service Credit shall be due and CAPTIVATE shall have no liability for unavailability of the CAPTIVATE Service (i) during any Scheduled Outage, (ii) resulting from a Service Interruption Event, or (iii) caused directly or indirectly, by the acts or omissions of the Customer or its representatives, or any other third party not acting at the direction or on behalf of CAPTIVATE, or by hardware or software of the Customer, its representatives, or any other third party not acting at the direction or on behalf of CAPTIVATE.

3. User interference

Without limitation, neither CAPTIVATE nor any third party shall be responsible for acts or omissions of the Customer's representatives that result in failure of, or disruption to, or unavailability of, the CAPTIVATE Services.

The Customer agrees that neither the Customer nor its representatives shall attempt in any way to circumvent or otherwise interfere with any code or security precautions or measures taken by CAPTIVATE or any third party relating to CAPTIVATE Services. Any failure of or disruption to the CAPTIVATE Service or unavailability of the CAPTIVATE Service resulting from a violation of these provisions shall be considered a Service Interruption Event and the Customer will have no right to any Service Credit or other remedy with respect to such failure or disruption.

The Customer will be responsible for, and will indemnify CAPTIVATE against, any direct damages or reasonable costs arising from service interruptions caused by the Customer or its representatives in violation of these provisions. The Customer's liability under this indemnity shall be limited to direct damages and shall not exceed the limitation of liability set out elsewhere in this SLA. CAPTIVATE shall take reasonable steps to mitigate any such damages and shall provide the Customer with reasonable evidence of the damages or costs claimed.

4. Licenses; no ownership

This SLA does not transfer any intellectual property to the Customer, and as between the parties, all rights, title and interest in and to all intellectual property rights of CAPTIVATE and third parties shall remain solely with CAPTIVATE and such third parties, respectively.

The Customer agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the CAPTIVATE Service. This SLA does not transfer any possessory or ownership interest in or to any CAPTIVATE technology to the Customer.

All uploaded material shall always belong to the Customer, as well as information being sent to or by the Customer from any CAPTIVATE Service is considered confidential and the Customer's property – and is following the Official Terms for the CAPTIVATE Service. The Customer's right is solely to the material uploaded, not any database relations or code related to the services provided by CAPTIVATE for the Agreement.

The procedures for return and deletion of Customer data, including personal data, content, and event configurations, upon termination of the Agreement are governed by Clause 11 and Appendix C.4 of the CAPTIVATE Data Processing Agreement. The Customer is responsible for requesting data export prior to account closure, after which data is automatically deleted in accordance with the DPA.

5. Incident response

CAPTIVATE classifies service incidents according to the following severity levels and commits to the response times set out below, measured from the time an incident is confirmed by CAPTIVATE's monitoring systems or reported by the Customer to support@nexahub.io.

5.1 Priority 1 (Critical)

Complete loss of the Nexa platform or any live production stream. Initial acknowledgement within fifteen (15) minutes; target resolution or workaround within four (4) hours. Updates every thirty (30) minutes until resolved.

5.2 Priority 2 (High)

Significant degradation of core platform functionality affecting multiple customers or a single customer's live event. Initial acknowledgement within one (1) hour; target resolution or workaround within eight (8) hours. Updates every two (2) hours until resolved.

5.3 Priority 3 (Medium)

Non-critical feature impairment with a viable workaround available, or isolated issue affecting a single customer on on-demand services. Initial acknowledgement within four (4) hours during support hours; target resolution within five (5) business days.

CAPTIVATE will publish incident status updates at <https://status.nexahub.io> throughout the duration of any Priority 1 or Priority 2 incident. A post-incident summary will be provided to affected Customers within five (5) business days of resolution of any Priority 1 incident.

6. Business continuity and disaster recovery

CAPTIVATE maintains a business continuity and disaster recovery program designed to ensure the availability, integrity, and recoverability of the CAPTIVATE Services and Customer data. The following commitments apply:

6.1 Backup and recovery

Customer data is backed up automatically according to the following schedule:

- Snapshots every 6 hours, retained for 7 days
- Daily snapshots, retained for 7 days
- Weekly snapshots (Saturday), retained for 4 weeks
- Monthly snapshots (last day of month), retained for 12 months
- Yearly snapshots (first of December), retained for 1 year

All backups are stored within the European Economic Area.

CAPTIVATE commits to the following recovery objectives:

- Recovery Point Objective (RPO): maximum 6 hours. In the event of a data loss incident, the most recent recoverable snapshot will be no older than 6 hours prior to the incident.
- Recovery Time Objective (RTO): maximum 24 hours. Following a disaster event affecting the primary production environment, CAPTIVATE targets restoration of core platform functionality within 24 hours of declaring a disaster.

These objectives apply to the Nexa platform and Customer data held within it. They do not apply to data held solely in the Customer's own systems or to third-party integrations outside CAPTIVATE's control.

6.2 Disaster recovery testing

CAPTIVATE will test its disaster recovery procedures at least annually. A summary of the most recent test results, including any remediation actions, will be made available to the Customer upon written request.

6.3 Business continuity

CAPTIVATE maintains a documented business continuity plan covering loss of primary data center and loss of critical third-party services (including sub-processors listed in Appendix B of the DPA). The business continuity plan is reviewed and updated at least annually.

6.4 Notification

In the event CAPTIVATE declares a disaster affecting the availability of Customer data, CAPTIVATE will notify affected Customers within twenty-four (24) hours of the declaration via email to the Customer's registered contact address, including the estimated scope of impact and expected recovery timeline. Ongoing updates will follow in accordance with the incident response procedures for Priority 1 incidents as set out in this SLA.

For data incidents not classified as a disaster but where data loss or corruption is identified, CAPTIVATE will notify the affected Customer within forty-eight (48) hours of confirmation, including the estimated scope of data affected and the recovery action being taken.

7. Support

CAPTIVATE provides support to Customers through the following channels during standard support hours:

Email: support@nexahub.io

Telephone: +45 44 45 46 47

Standard support hours are Monday to Friday, 08:00 to 16:00 CET, excluding Danish public holidays. Support requests received outside standard support hours will be acknowledged on the next business day, except for Priority 1 incidents which are monitored continuously.

Customers should include their Platform Name, a description of the issue, and the affected service or event in all support communications. Response time targets are governed by the incident severity classification set out in the Incident Response section above.

8. Data protection

CAPTIVATE ApS (CVR: DK43767879), Kongstedvej 1, DK-4200 Slagelse, Denmark, acts as a Data Processor within the meaning of Regulation (EU) 2016/679 (the General Data Protection Regulation, "GDPR") in respect of any personal data processed on behalf of the Customer in connection with the CAPTIVATE Services.

The terms governing the processing of personal data are set out in the CAPTIVATE Data Processing Agreement ("DPA"), which is incorporated by reference into this SLA and is available at <https://nexahub.io/data-processing-agreement>. In the event of any conflict between this SLA and the DPA in relation to personal data processing, the DPA shall prevail.

All personal data processed by CAPTIVATE on behalf of the Customer is stored and processed within the European Economic Area. CAPTIVATE will notify the Customer without undue delay, and in any event within seventy-two (72) hours of becoming aware of a personal data breach affecting the Customer's data, as required under GDPR Article 33 and in accordance with Clause 10 of the Data Processing Agreement.

CAPTIVATE additionally maintains operational audit logs of significant processing activities performed within the Nexa platform, including record creation, modification, deletion, and access events. Audit logs are retained for the duration of the Customer's active use of the platform. Following account closure or platform deletion, audit logs are retained for a further 90 calendar days before being permanently purged. Audit log data may be made available to the Customer upon written request in connection with a data protection inquiry or regulatory investigation.

9. Change management and deprecation

CAPTIVATE will provide the Customer with advance notice of changes to the Nexa platform that may affect existing integrations or workflows, in accordance with the following minimum notice periods:

Breaking API changes (changes that alter existing endpoint behavior, remove parameters, or modify response structures in a non-backwards-compatible manner): minimum ninety (90) calendar days prior written notice.

Deprecation of a major platform feature or service: minimum one hundred and eighty (180) calendar days prior written notice.

Non-breaking additions, enhancements, and backwards-compatible changes may be deployed without advance notice but will be documented in the CAPTIVATE release notes published at <https://nexahub.io>.

Notice will be provided via email to the Customer's registered contact address. During any deprecation notice period, CAPTIVATE will maintain the deprecated feature or service in a fully supported state.

10. Limitation of liability

To the maximum extent permitted by applicable law, CAPTIVATE's total aggregate liability to the Customer arising out of or in connection with this SLA, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed an amount equal to the fees paid by the Customer to CAPTIVATE for the NEXA platform subscription during the subscription interval (monthly or annual, as specified in the applicable Order Form) in which the event giving rise to the claim occurred.

For the avoidance of doubt, fees for managed event production services, one-off service purchases, and Non-Captivate Services are excluded from the calculation of the liability cap under this clause.

To the maximum extent permitted by applicable law, in no event shall either party be liable to the other for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of revenue, loss of profit, loss of business, loss of data, or loss of anticipated savings, arising out of or in connection with this SLA, even if the party has been advised of the possibility of such damages.

Nothing in this SLA shall limit or exclude either party's liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) any liability that cannot be excluded or limited by applicable law; or (iv) any obligations under the Data Processing Agreement in respect of personal data breaches.

The Service Credits set out in this SLA represent the Customer's sole and exclusive financial remedy in respect of unavailability of the CAPTIVATE Services or failure to meet the Service Commitment. The limitation of liability in this section applies in addition to and does not override the exclusivity of the Service Credit remedy.

11. Governing law and jurisdiction

This SLA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Denmark. The parties irrevocably agree that the courts of Copenhagen, Denmark shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this SLA.

12. Changelog

Version	Date	Change
2.0	20 March 2026	Wording and references to Terms, DPA and Privacy Policy updated. No changes to the intend, content or limitations and rights.
1.4	January 2024	Initial release