

Service Level Agreement

This Service Level Agreement (“SLA”) sets forth how Seller will provide support services for the Software (“*Support Services*”). The terms and conditions of this SLA are in addition to and incorporated by reference into Buyer’s General Terms of Purchase (“Terms”). In the event of any conflict or inconsistency between the Terms and this SLA, the Terms shall govern. All capitalized terms not defined below shall have the meaning set forth in the Terms.

1. Support and Maintenance Services.

1.1 General. Seller will provide the Support Services further described in this SLA to Buyer during the Term. Seller shall also provide the Support Services directly to Customers, unless otherwise directed by Buyer.

1.2 Updates, Upgrades and Bug Fixes. As part of the Support Services, Seller shall timely provide all updates, upgrades and bug fixes for the Software as and when they are made generally commercially available by Seller to customers.

1.3 Error Correction and Support Hours. As part of the Support Services, Seller shall provide technical support, subject to the terms of this SLA, for the purpose of investigating Software errors that have been reported and documented in writing by Buyer or Customer. Seller will acknowledge receipt of a reported error and will attempt to recreate the reported errors. Seller will respond within 1 hour to a request made during Normal Support Hours for Support Services to correct a defect or error resulting in a critical loss of functionality and will use diligent efforts to develop a fix or work-around for the defect or error, provided that the error can be recreated. For all other reported defects, errors and problems, Seller shall respond within a commercially reasonable time, but in no event, later than 2 business days from receipt. To report an error, Buyer or Customer shall submit to Seller a clear description of the problem and error message(s), information regarding the equipment on which the Software are being used, and any other data that Seller may reasonably need and request in order to attempt to reproduce the conditions under which the error occurred.

Seller Support Services coverage shall be available via telephone and e-mail Monday through Friday, excluding Thanksgiving, Christmas, and New Year’s Day, from 8:00 A.M. to 11:30 P.M U.S. Eastern time, and on Saturday and Sunday from 8:00 A.M. to 7:00 P.M U.S. Eastern time (“*Normal Support Hours*”).

1.4 Software Availability. Seller shall render the production instance of the Software accessible via the Internet to Buyer and/or Customer at least 99.9% of the time during Customer’s normal business hours in any calendar month (“*Uptime*”), except for Excluded Downtime (defined below), which shall not be counted in calculating whether the Uptime has been achieved. “*Downtime*” shall mean the amount of time beyond 99.9% of the time during Customer’s normal business hours in any calendar month that the production instance of the Software is not accessible via the Internet to Buyer and Customer that is not Excluded Downtime. All scheduled system maintenance to Seller’s servers will be performed for a duration not to exceed approximately eight (8) hours per each maintenance instance. Seller will notify Buyer and Customer via the provided emails of upcoming scheduled maintenance at least seven (7) days in advance. For the avoidance of confusion, scheduled maintenance and downtime or outages due to malfunctions in Buyer’s and/or Customer’s own Internet server(s), network or equipment (“*Excluded Downtime*”) will be excluded from the calculation of the Uptime. Whenever reasonably possible, Seller will give at least twenty (24) hours’ notice to Buyer and Customer if Buyer and/or Customer will be affected by emergency maintenance to apply security patches or other critical updates in order to prevent a security breach or service interruption.

Downtime Refunds. Buyer and Customer shall be entitled to receive a partial credit of fees paid by Buyer or Customer (as calculated on a monthly basis), as detailed below, in the event of Downtime.

Downtime	Credit
2 hours to 24 hours of Downtime	5% of fees calculated on a monthly basis.
24 hours to 48 hours of Downtime	10% of fees, calculated on a monthly basis.
More than 48 hours of Downtime	25% of fees calculated on a monthly basis.

Termination. Buyer or Customer has the right to terminate the Terms (and applicable Order) for material breach if the service level has not been achieved three (3) times in any three (3) month period. The foregoing shall not affect any other rights or remedies available to Buyer or Customer under the Terms or otherwise at law or in equity.

2. Duties of Customer. Buyer agrees to cooperate with Seller to the extent necessary for Seller to perform its Support Services. Such cooperation shall include timely providing Seller with all information reasonably requested and needed by Seller personnel to complete the Support Services.

Effective as of October 23, 2020