

# SUPPORT SERVICE LEVEL STANDARDS

## I. Support Response

1. LevaData offers support during the following days and hours via online tools, by email, and by phone:
  - US-based Support - Business Days: 8:00 a.m. to 5:00 p.m. East Coast Time
  - Asia-based Support – Business Days: 8:30 a.m. to 5:30 p.m. India Standard Time
  - All issues must be reported to the LevaData Global Support (“LEVADATA Support”) to ensure timely support. Support issues shall be classified and directed to the appropriate team for resolution. Issues are classified under five severity levels as shown in Table 1. A LEVADATA Support representative, and Licensee’s authorized personnel (“Licensee Authorized Personnel”) will jointly determine the severity level based on the description provided by Licensee. All submissions should be made to the help desk via the LevaData CSP contact us support form from within the licensee's user account or from within LevaData University. Once a case is created, LEVADATA will respond to or notify the Licensee as explained in Table 2 within a timeframe shown in Table 3. LEVADATA’s ability to replicate and resolve Licensee issues will depend on accurate and detailed information supplied by Licensee. When LEVADATA monitoring detects and reports a failure of the Hosted Services, LEVADATA treats the failure as a Severity 1 Incident. LEVADATA will set a new severity level as new information becomes available and notify Licensee of such changes. If the Licensee disagrees with the new severity, the Licensee can request a change to the severity level, providing a description of the impact on its business operations. A LevaData Support representative and an authorized Licensee person will jointly set a new severity level upon the request.

## II. Support Entitlement

1. Support is available to Licensee Authorized Personnel only. Licensee will designate up to ten (10) persons on its technical support or Level 1 staff as Licensee Authorized Personnel. For issues related to supplier connectivity, a maximum of two designated technical contacts at each supplier with supplier connectivity may contact LEVADATA support.

## III. Support Methodology

2. Authorized personnel from the Licensee will open a ticket with the LevaData Licensee Service Portal (“CSP”) or by using the LevaData support email as described below using the LevaData CSP. In all communications between the parties, both LevaData and Licensee Authorized Personnel will identify issues by the LevaData ticket number. LevaData will communicate status updates (“Follow Ups”) to the original requester via LevaData CSP. LevaData CSP is a web-based, automated Licensee support ticketing system that enables Licensee Authorized Personnel, via the web or via email, to submit a ticket, research the status of a ticket and review posted FAQs.
3. Support (Help Desk):
  - I. Severity 1 & 2 issues must be filed by using the online support ticket process via the LevaData CSP accessible from within the LevaData Tenant account. The issue must be presented by a Licensee Authorized User via this process to ensure the response times set forth in Table 2.
4. E-Mail Support: Licensee Authorized Personnel may report Severity 3-5 issues by using the LevaData support email. The LEVADATA Support email address shall be made available to Licensee Authorized Personnel via the CSP.
5. Online Support: Licensee Authorized Personnel may also report Severity 3-5 issues by online support ticket process via the LevaData CSP accessible from within the LevaData Tenant account. The issue must be presented by a Licensee Authorized User via this process to ensure the response times set forth in Table 2.
6. Escalation Policy: in the event Licensee feels an issue merits additional attention, or if any response or follow-up time is not met as set forth herein, Licensee Authorized Personnel may escalate the issue addressing the concern to LEVADATA’s Head of Customer Success and Support directly using the LevaData CSP process

## IV. Maintenance

1. Scheduled Maintenance: scheduled maintenance may be performed only during weekend hours. Licensee Authorized Personnel will act as a liaison between LEVADATA Support and Users (as defined in the Master Agreement) for maintenance scheduling issues. For exceptions to the schedule in Exhibit B, LEVADATA will contact the Licensee Authorized Personnel at least five (5) business days in advance. The above provision applies to the Production environment (“Production”) only.

2. **Unscheduled Emergency Maintenance:** LEVADATA Support will notify Licensee Authorized Personnel of any Emergency Maintenance in Production as soon as possible. Licensee Authorized Personnel will be responsible for notifying Users.

## V. Maintenance Services

1. **Maintenance Services** means all activities LEVADATA deems necessary, in its sole discretion, to provide the Hosted Services to Licensee in accordance with the Agreement, including but not limited to code changes, system configuration changes, etc. Specifically, LevaData commits to a minimum uptime guarantee of 95% per month, exclusive of scheduled and unscheduled maintenance. For more information on the uptime guarantee, please refer to the tables below and the SLA Exhibit.

Table 1: Issue Severity Definitions		
Business Impact	Description	Definition
<b>Fatal (Severity 1)</b>	Production system down	Business operations halted, and Users are unable to complete daily operations. Must affect multiple sites or multiple Users.
<b>Critical (Severity 2)</b>	Severe functionality loss	Key business functions cannot be performed. A problem is deemed Critical when no acceptable alternative solution (e.g., a workaround) is available.
<b>Serious (Severity 3)</b>	Limited functionality	Serious problems exist when a major feature of the LevaData application is disabled or not working as documented. Serious problems are demonstrable issues with the LevaData application that are not “fatal” or “critical” and for which a reliable alternative method exists
<b>Minor (Severity 4)</b>	Service Request	Minor problems are demonstrable issues with the LevaData application that are not “critical” or “serious” and for which a reliable alternative method exists. The following are symptoms of a Minor Problem: <ul style="list-style-type: none"> <li>• Cosmetic issues with user interface or LevaData functionality</li> <li>• Format of otherwise correct data is confusing or unappealing</li> <li>• Issues not preventing the use of any critical LevaData functionality</li> </ul>
<b>Enhancement (Severity 5)</b>	Feature enhancement or information request	Licensee feedback regarding improvement to existing functionality. This category is also used for requests for new features to be included in the LevaData application. The following are examples of an information or enhancement request: <ul style="list-style-type: none"> <li>• “How to” questions</li> <li>• Feature working as identified but user would prefer different behavior</li> <li>• Corporate information requests (addresses, phone numbers, etc.)</li> </ul>

Table 2: Issue Response Types	
Response	Definition
Acknowledge and Notify	Acknowledgement and Notification of issue and assignment of issue tracking number (Response)
Follow-Up	Time interval between status updates (Based upon the last communication on an issue)

Table 3: Issue Response Times			
Business Impact	Acknowledge and Notify	Follow-Up	Resolution Objective
<b>Fatal (Severity 1)</b>	1 Hour	4 hours	RTO: 12 Hours LEVADATA personnel will provide constant effort to deliver a reasonable fix
<b>Critical (Severity 2)</b>	4 Hours	12 hours	RTO: 2 Business Days or implementation of interim remedy
<b>Serious (Severity 3)</b>	24 hours	48 hours	Next scheduled patch release, or implementation of interim remedy

<b>Minor (Severity 4)</b>	48 hours	Licensee Request	Not applicable
<b>Enhancement (Severity</b>	72 hours	Licensee Request	Not applicable

## VI. Recovery Time Objective

(RTO): defined as the targeted maximum time elapsed from a disaster to recovery of the Hosted Services. For purposes of clarification, following the RTO window, LevaData will endeavor Licensee and Third-Party Users will be restored to full functionality with all data from the last backup, including state, analytics, and historical data, and will be able to transmit, create, view and retrieve transactions. The RTO does not include a commitment to restore data or transactions after the last backup that may have been destroyed or corrupted in the disaster event. LevaData conducts system backups daily.

# CLOUD SERVICE LEVEL STANDARDS

## I. Service Uptime Commitment:

To measure hosted service availability, LevaData provides the following commitment: LevaData will provide Licensee access to the SaaS production application on a twenty-four hour, seven days a week (24x7) basis at a rate of 95% (“SaaS Services Uptime Metric”). The SaaS Services Uptime Metric commences on the Go Live Date. “The Go Live Date” is the date at which LevaData has concluded end-user testing, LevaData has prepared the production environment and made it available to Licensee for use.

## II. Measurement Method:

On a quarterly basis, the SaaS Services Uptime Metric will be measured using the measurable hours in the quarter (total time minus planned downtime, including maintenance, upgrades, etc.) as the denominator. The numerator is the denominator value minus the time of any outages in the quarter (duration of all outages combined) to give the percentage of available uptime (2,090 actual hours available / 2,200 possible available hours = 95% availability). An “outage” is defined as two consecutive monitor failures within a five-minute period, lasting until the condition has cleared.

## III. Service Time Exclusions: The SaaS Services Uptime Metric shall not apply to downtime caused by any of the following:

- a. Overall Internet congestion, slowdown, or unavailability.
- b. Unavailability of generic internet services (e.g., DNS servers) due to virus or hacker attacks.
- c. Force majeure events.
- d. Actions or inactions of Licensee (unless undertaken at the express direction of LevaData) or third parties beyond LevaData’s control.
- e. A result of Licensee equipment or third-party computer hardware, software, or network infrastructure.
- f. Scheduled SaaS infrastructure maintenance. In addition to scheduled SaaS infrastructure maintenance, upgrades and patches that occur approximately eight times per year may require downtime in addition to the scheduled maintenance. LevaData will endeavor to provide advance notice to Licensees regarding any scheduled downtime.

## IV. Performance Level Credit:

If LevaData does not achieve the service levels stated in this Exhibit C-1, LevaData will provide Licenses with a credit as described below.

To claim a remedy under this Section, Licensee is required to notify LevaData, via email, within 15 days following LevaData’s the close of a particular calendar quarter. Such notification must include the dates, times, and conditions regarding the missed uptime metric.

Quarterly SaaS service credits:

- a. 95%-94% Three (3) day extension of the Service Term, 5% of the prorated quarterly subscription fee will be credited
- b. 94%-93% Five (5) day extension of the Service Term, 7% of the prorated quarterly subscription fee will be credited

- c. Below 93% Ten (10) day extension of the Service Term, 10% of the prorated quarterly subscription will be credited

SaaS Ratings below 95% for a quarter shall be escalated by both parties to senior leadership levels. If SaaS ratings are below 93% for one quarter, the Licenses shall have the right to termination as further defined in the Master Subscription License and Services Agreement.