



## Customer Support Policy and Service Level Commitments

### 1. Definitions

“Causes Not Attributable to Company” shall have the meaning set forth in Section 8.

“Correction” means a modification or addition that, when made in response to an Incident, establishes material conformity to the definition of the SaaS Applications as set forth in the Agreement and Documentation.

“Downtime” means the time the SaaS Applications are materially unavailable to Client and a severity 1 or 2 Incident exists for reasons other than Planned Maintenance or Causes Not Attributable to Company. Downtime shall be deemed to have commenced at the earlier of (i) Client contacts Company by email and reports Downtime; or (ii) Company discovers the Downtime. Downtime shall end when Company provides a Correction or a Workaround.

“Emergency Maintenance” means maintenance that must be performed sooner than the normal notification period.

“Incident” means the identifiable and reproducible failure of the SaaS Applications to be delivered in accordance with this Agreement or Documentation in all material respects.

“Measurement Period” means the relevant calendar month during which the SaaS Applications are provided.

“Planned Maintenance” means scheduled maintenance windows to be communicated to Client in advance.

“Support” means telephone and remote diagnostics for the operation and utilization of SaaS Applications, maintenance Updates, Enhancements, Corrections, or Workarounds necessary to bring SaaS Applications into material conformance with the Agreement.

“Update” means a standard or hot fix, patch release, bug fix, change, addition, or enhancement to SaaS Applications or the combination of any of the foregoing that Company, in its discretion, designates as an “Update” and generally provides to its clients without additional charge.

“Uptime” means the period of time when the SaaS Applications is materially available to the client as defined by the absence of an Incident of severity 1 or 2

“Workaround” means a procedure or routine that, when observed in the regular operation of the delivery of SaaS Applications eliminates or mitigates the practical adverse effect of an Incident in a commercially reasonable manner.

### 2. General.

2.1 Company will use commercially reasonable efforts such that SaaS Applications will be functional, performant, and accessible by Client as set forth below, except for Planned Maintenance and Causes Not Attributable to Company.

2.2 Client acknowledges that Company’s responsibility for provision of Support is conditioned upon Client’s compliance with Company’s specifications, recommendations and requirements.

### 3. Maintenance.

3.1 Updates. All Updates to the SaaS Services are subject to the terms and conditions of this Agreement.

3.2 Maintenance Windows. Company will use commercially reasonable efforts to limit planned maintenance to pre-designated maintenance periods during off-peak times, notified in advance to Client via email. .

3.3 Emergency Maintenance. If Emergency Maintenance is required, Company, if feasible, will attempt to inform Client and if such notification cannot be provided prior to the start of the emergency maintenance, then any resulting unavailability of SaaS Applications shall be considered Downtime.

3.4 Maintenance Limit. Planned Maintenance shall not exceed ten (10) hours in any Measurement Period.

### 4. Incident Reporting

4.1 Pre-Call Procedures. Prior to requesting Support from Company, Client shall comply with all published operating and troubleshooting procedures for the SaaS Applications set out on <https://support.certificatehero.com/account-setup> to determine whether the Incident is related to SaaS Applications and will try to isolate the problem and attempt to address it. If such efforts are unsuccessful in eliminating the issue, Client shall then promptly notify Company of the issue. Client shall confirm that the following conditions are true before contacting Company for support.

4.2 Communication Method. Each Incident report from Client to Company shall be delivered to Company via the phone numbers below and email and include information reasonably requested by Company. Telephone support will be generally available Monday–Friday from 9:00 a.m. to 5:00 p.m. Eastern Time. Emergency Support will be available as set forth below. Company will notify Client of any intermittent or seasonal changes to the phone support schedule e.g., via a voicemail greeting and on the Company’s Support Status Page.

Telephone Support	Email Support	Emergency Support
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(781) 269-9762	support@certificatehero.com	(781) 269-2473
8:00 am to 6:00 pm Eastern Time, Monday-Friday exclusive of federal holiday	8:00 am to 6:00 pm Eastern Time. Monday-Friday exclusive of federal holidays	24x7x365 On-call staff will respond to Severity Level 1 issue

- 4.3 Client Support Representative. Client's support representatives communicating with Company shall have technical knowledge and familiarity with SaaS Applications and any other software or hardware systems involved, and in the facts and circumstances surrounding the Incident. Client's representative shall be authorized to access all relevant Client systems and will be available for Company during hours of coverage. Company reserves the right to suspend work relating to any Incident during periods for which Client does not provide access to a technical representative or requested data.
- 4.4 Remote Connection. If applicable, Client will cooperate with Company to allow and enable Company to perform support via remote connection using standard, commercially available remote access software. Client will be solely responsible for instituting and maintaining proper security safeguards to protect Client's systems and data.

5. **Incident Response.**

- 5.1 Incident Classification. Company will classify incidents at the time of Client's initial report based on the severity levels set forth below. Client acknowledges that Company ability to properly classify an Incident and provide Support may depend on Client's provision of accurate and detailed information.
- 5.2 Response Time. Company will use commercially reasonable efforts to respond to acknowledge and verify issues in accordance with the timelines set forth below. Response times are measured within regular business hours.
- 5.3 Postmortem. In case of a severity 1 or 2 Incident, Company will conduct a post-mortem, including root cause analysis and devise a remediation plan within five (5) business days of the occurrence of the Incident.

Incident Classification	Response Time	Next Steps
<b>Severity 1</b> —Critical Business Impact: the SaaS Applications are not functioning or stopped or severely impacted so that Client cannot reasonably continue use of the SaaS Applications or there is a loss/corruption of Client Data or a security issue, and no Workaround is available.	4 business hours 24x7x365	Once the Incident is verified, Company will engage development staff during Company's business hours (but in no event later than 12 hours after the Incident is verified) until a Correction or a Workaround is achieved.
<b>Severity 2</b> —Major Business Impact: the SaaS Applications are functioning inconsistently causing significantly impaired Client usage and productivity, such as periodic work stoppages and feature crashes. Workarounds are available.	One business day	Once the Incident is verified, Company will engage development staff during Company's business hours (but in no event later than 24 hours after the Incident is verified) until a Correction or a Workaround is achieved.
<b>Severity 3</b> —Minor Business Impact: the SaaS Applications are functioning inconsistently causing slightly impaired Client usage and productivity, but Client can work around such inconsistency or impairment.	Two business days	Once the Incident is verified, Company will consider a Workaround, if appropriate in Company's sole discretion, followed by an Update in the next scheduled Update release.
<b>Severity 4</b> —No Business Impact: the SaaS Applications are functioning consistently but Client requests minor changes in SaaS Applications such as Documentation updates, cosmetic defects or enhancements or tech questions.	Four business days	Once contact has been made with Client, Company will consider providing an Update in the next scheduled Update release.

6. **Uptime:**

- 6.1 Target Uptime. The target SaaS Applications Uptime is 99.9% which is derived by subtracting the number of minutes of Downtime measured by Company during the applicable Measurement Period from the total number of minutes in such Measurement Period, and dividing the difference by the total number of minutes in the Measurement Period (excluding Planned Maintenance and Causes Not Attributable to Company).
- 6.2 Business Continuity. Company will use commercially reasonable efforts such that the SaaS Applications remains available when Company's Providers experience local outages (e.g. server failure, network link, power failure, etc.). In addition, Company maintains infrastructure to support the SaaS Applications in several regions.
- 6.3 Hand Off Point. To the extent SaaS Applications are delivered directly or indirectly to a facility operated by a Client Non-Company Provider, or to an intermediary platform or Non-Company Applications delivery system, Company's obligations and responsibilities hereunder shall apply only up to the handoff point but not thereafter.

- 6.4 **Availability.** For each Measurement Period in which Company fails to meet the target Uptime in Section 6.1, Client will be eligible to receive a service credit in the form of an extension of its contract subscription for the applicable SaaS Application, as specified below.

Monthly Target Uptime Percentage	Monthly Unpermitted Downtime (minutes)	Subscription Extension
≥ 99.5% < 99.9% uptime	44-216	7 days
≥ 99.0% < 99.5% uptime	216-432	14 days
< 99.0% uptime	> 432	28 days

For any partial calendar month during which Client subscribes to a SaaS Applications, availability will be calculated based on the entire calendar month, not just the portion for which Client subscribed.

- 6.5 **Process and Limitations.** To claim a service credit, Client must notify Company at [Credits@certificatehero.com](mailto:Credits@certificatehero.com) within 30 days after the end of the month in which Company's applicable failure to meet the target Uptime occurred. If Company disputes the claim, it will provide to Client a report documenting applicable service levels for the month. In no event will the total aggregate service credits for a calendar month exceed 45 days' extension of Client's subscription for the applicable SaaS Application. The remedies described in this SLA constitute Company's sole liability and Client's exclusive remedy for any failure by Company to meet the Uptime commitments set forth herein.

## 7. **Requirements.**

- 7.1 **Minimum IT Requirements.** Client shall comply with the minimum IT configurations provided by Company and listed in the Documentation and except where Company provides such software, shall obtain licenses from any applicable third-party providers as necessary for its own use, and to the extent applicable, for any use or interface with or by Company.
- 7.2 **Backup.** Client shall run regular backups of SaaS Applications and any data contained therein or used therewith. Client shall be responsible for and shall bear all costs in connection with the foregoing.
- 7.3 **Client Requirements.** In addition to Client's obligations set forth in the Agreement, Client shall: (i) adhere to Company's specifications, recommendations and requirements, (ii) cooperate with Company for Incident resolution which may include making logs and or resources available, providing reasonable access to Client's systems, premises and staff, recreating issues as requested, running network traces as well as appropriate communication and acknowledgement of receipt of any information, all in a timely manner, (iii) cooperate with Company to carry out any mutually agreed upon action plan provided by Company pursuant to a Support call by Client or in connection with any Planned Maintenance, (iv) notify Company ahead of time of any changes to Client's systems, data or usage that might reasonably be expected to impact the delivery of SaaS Applications by Company.

## 8. **Causes Not Attributable to Company.**

Notwithstanding anything to the contrary in this Agreement, Company shall not be responsible for the provision of Support in the following situations: (i) Client API has been changed, modified, or damaged (except with the advance knowledge of Company or as otherwise agreed to by Company in writing), (ii) an Incident is caused by Client's negligence, including programmatic errors, caused by Client or by others under Client's control (iii) an Incident is caused by Client or a Non-Company Application or third party hardware not attributable to Company, (iv) Client has failed to comply with any of its obligations under the Agreement or Company's reasonable instructions including any action plan provided pursuant to a Support call or in connection with any Planned Maintenance which would have corrected the Incident, (v) SaaS Applications have been used for a purpose other than the specific purpose for which they are designed or licensed hereunder, and (vi) Force Majeure.