

SERVICE LEVEL AGREEMENT for AGILOFT HOSTED SERVICES

Version: February 2022

HOSTED SERVICE AVAILABILITY AND CREDITS

Agiloft will make the Hosted Service available to you pursuant to this Agreement.

As part of the Hosted Service, Agiloft will take all reasonable measures to keep uptime at or above 99.7% (ninety-nine and seven tenth's percent). If, due to Agiloft's error, Agiloft's Hosted Service is available less than 99.7% in a given month, you will receive credit upon request within 30 days from the month end according to the following schedule:

- If availability is between 95% and 99.7%, the credit is 5% of the annual subscription fee prorated for the month;
- If availability is less than 95%, the credit is the annual subscription fee prorated for the month, times the unavailability percentage for the month, subject to a maximum of 50% of the prorated monthly fee.

In no event will you be entitled to a refund for downtime caused by maintenance (normally conducted during the hours of 10pm-4am, PST, and most often during a weekend), security or other critical patches, or a Force Majeure event.

SOFTWARE PRODUCT AND UPGRADES

Agiloft will grant you licenses to use Agiloft's Software Product pursuant to this Agreement.

Agiloft is constantly improving Agiloft's Software Product and wants you to benefit from such improvements. To that end, Agiloft will:

- a) Provide you with corrections, changes, or workarounds ("Corrections") for any significant defects, errors, or malfunctions in Agiloft's Software Product or systems, on a timely basis, given the nature and scope of the defect.
- b) Install upgrades of Agiloft's Software Product to the hosted servers as soon as practical, after they become available. Agiloft will promptly notify you of any upgrades that will significantly affect your program functionality.
- c) Make release notes available and identify any significant impact upgrades may have on existing customizations.
- d) Make available to you any revisions to the system Documentation developed to reflect upgrades and improvements to the Software Product.
- e) Make all commercially reasonable efforts to introduce updates in a manner that can be disabled where applicable. Agiloft reserves the right to immediately upgrade and incorporate enhancements directly related to security or patching of supporting systems.

TECHNICAL SUPPORT

Tier 1 Support is provided by your Reseller. Agiloft will provide the following Tier 2 Support at no additional charge.

When a Support issue arises that requires Tier 2 Support, your Reseller will submit a Support ticket on your behalf.

As part of the Tier 2 Support, Agiloft will:

a) Provide your Reseller with support for the most recent release of Agiloft's Software Product. Following any new release, Agiloft will also provide your Reseller with support for the immediately prior version of Agiloft's Software Product for a period not to exceed four (4) months.

b) Agiloft's Tier 2 Support covers support on standard functionality and Software Product defects. It does not include customization advice or consulting services. Neither does it cover problems caused by your system administrator, such as your accidental or inadvertent destruction of your own data or a Force Majeure.

c) Upon request through your Reseller, Agiloft provides a Security Information Packet consisting of our CAIQ and SIG security documents, our SOC2 report, an external audit penetration report, and our IT Disaster & Recovery document. Completion of Customer security questionnaires and documents is available as a Consulting Service and is quoted based on the requirements.

d) Further details of Agiloft's Tier 2 support services are incorporated in Exhibit A below.

PROTECTION OF CUSTOMER DATA

Agiloft will take organizational, physical, and technical precautions to protect the security of Your Data, as described in the Documentation, addendums, and amendments. Those precautions will include measures for preventing access, use, modification, or disclosure of Your Data by Agiloft's employees and contractors except (a) to provide the Hosted Service and prevent or address service or technical problems, (b) as compelled by law, or (c) as you expressly permit in writing.

EXHIBIT A: AGILOFT TIER 2 SUPPORT

PROBLEM CLASSIFICATION

Support tickets are placed into three general categories as follows:

- Support Issue - a question about standard Agiloft functionality that does not involve changes to the core Software Product, although it may involve changes to the configuration made by the administrator using their browser. Support Issues can generally be resolved by your Reseller or your administrator within a few hours of submission based on advice provided by support staff.
- Enhancement Request - request to add functionality to the core Software Product. Enhancement requests may be scheduled at Agiloft's discretion, based on the perceived usefulness of the request for other customers. Note that enhancement requests may also be performed as paid custom development at your request, should Agiloft choose not to incorporate them as a general enhancement.
- Bug - a defect in the core Software Product. Agiloft shall respond to and use reasonable commercial efforts to resolve issues deemed to be Bugs in accordance with the Response Times below, which priority shall be determined in good faith by customer. Because it is usually possible to accomplish the same task in more than one way in Agiloft, Agiloft is often able to provide reasonable workarounds to any functional bugs.

PRIORITY RESPONSE TIMES FOR PROBLEMS

The following Investigation Response Times and Target Resolution times are for handling issues that have been classified as Bugs. The hours during which Agiloft is obligated to work on problem resolution are restricted to Standard Support hours, which are from 7:30am to 8:00pm EST, Monday through Friday, except on federal holidays.

If a Severity 1 issue is submitted during standard business hours, Agiloft will continue working on it outside of those hours until resolved, provided the resolution is within Agiloft's control (i.e. Agiloft staff have necessary access to the hosted server and your personnel are available as needed). Agiloft will use Agiloft's best commercially reasonable efforts to meet the response times and resolution targets set forth in this Section.

Severity	Description	Investigation Response Time	Target Resolution/ Workaround Time
1 - System Down	The production system is rendered inoperable due to a system software failure	30 minutes	30-60 minutes – Agiloft will assign as many engineers and/or support staff as needed 24/7 until the problem is resolved, providing regular status updates.
2 - Critical	A major program function is affected by a software failure, so that customers are adversely affected	90 minutes	2-4 hours – we will assign as many engineers and/or support staff to reach resolution and/or determine a workaround, providing regular status updates.
3 - High	A minor program function is affected by a software error, resulting in diminished productivity, or a problem occurs infrequently, or a workaround has been provided.	6 hours	If a workaround can be provided, the correction will be scheduled for the next regular upgrade. If not, a correction will typically be provided within a week.
4 - Medium	A desired new functionality is not working as expected, or a problem occurs that is not readily reproducible, or a workaround has been provided.	8 hours	If a workaround can be provided, any correction will be scheduled for the next regular upgrade. If not, a correction will typically be provided within a month.
5 - Low	An issue with negligible impact or a documentation or how-to question	24 hours	If a workaround or answer can be provided, the correction may be made at discretion of Provider, based on its relevance to other customers.

For timely resolution, particularly of Severity Level 1 or 2 issues, you may be requested to provide admin login access.

EXCLUSIONS

Tier 2 Support is intended to cover standard functionality and software defects. It does not include customization advice and consulting services. If the issue is specific to the configuration of the customer KnowledgeBase or requires that Agiloft access and review the customer KnowledgeBase in order to provide a solution, it is classified as Consulting and is not covered under Tier 2 Support.

Problems caused by or arising from the following will not be considered "problems" for the purposes hereof and will not be subject to Agiloft's obligation to provide Support Services:

- a) failure of server hardware or equipment not owned or directly controlled by Agiloft or its subcontractors.
- b) failure of telecommunications or internet hardware or equipment not owned or directly controlled by Agiloft or its subcontractors.
- c) failure directly resulting from errors made by your system administrator.
- d) irreversible destruction of data directly caused by direct actions taken by customer.