



Affirmity SaaS Subscription

SERVICE LEVEL TERMS

This Service Level Schedule outlines AFFIRMITY's support and service level schedule for its CAAMS, AAPlanner and CRC SaaS Subscription Licenses and Hosting Services. We may change the content of this Service Level Agreement from time to time to reflect the current status of our support services.

Contacting Support

Support requests should be submitted by You to AFFIRMITY's Customer Support Center by telephone, email or web, as provided below or as otherwise communicated by us. Your helpdesk will provide first line support to your internal users, and all initial support requests will be first received and addressed by Your own helpdesk.

Support

You have primary responsibility for administering the CAAMS, AAPlanner and CRC applications and we will provide assistance as specified herein. You are responsible for ensuring that Your hardware and software used to access the CAAMS, AAPlanner and CRC SaaS Subscription Licenses and Hosting Services meet the minimum requirements required by us in the Documentation.

Support for Services includes:

- Access to our Customer Support Center website for receipt of product information and submission of support requests (24/7).
- Helpdesk telephone support during normal business hours of Monday through Friday (8am-6pm CST) excluding Texas, USA public holidays ("Business Hours").

Updates and Upgrades

- From time to time, our software applications (or associated hosting infrastructure) may be updated or upgraded by us to facilitate improved service levels (provided that we have no obligation to perform such updates or upgrades). You agree to each time accept any general software and hardware distribution updates, upgrades, enhancements and/or new releases that are provided and applied by us to our general customer base from time to time at no additional cost to You.
- Any such changes will be made by us automatically during regularly scheduled maintenance with advance notice.

Availability Commitment for Services

The SaaS Subscription Licenses and Hosting Services will be Available (as defined below) 99.5% of each calendar month (the "Availability Commitment").

If we fail to meet the Availability Commitment for three (3) consecutive calendar months, then within thirty (30) days from the conclusion of the third consecutive calendar month, You may promptly terminate the relevant Order Form by giving us thirty (30) days prior written notice of termination, without liability for any cancellations fees, penalties or other damages associated with such termination. Notwithstanding any other term or provision in the Agreement, the remedies stated in this paragraph are Your sole and exclusive remedies for failure to meet the Availability Commitment specified herein.

"Available" means the SaaS Subscription Licenses and Hosting Services are available (following Activation, defined below) 24 hours per day x 7 days a week, measured on a calendar month, subject to the exclusions set forth above less actual downtime for (a) scheduled maintenance performed during the regular planned maintenance window as we may reasonably designate from time to time; (b) acts or omissions of You or anyone gaining access to the SaaS Subscription Licenses or Hosting Services through Your passwords or equipment; (c) Your use of hardware and network services, which components are controlled by You and their performance or failure to perform can impair Your connections to the Internet and the transmission of data; (d) Events beyond our Immediate Control (defined below).

"Activation" means the date that the last of the following is completed and we have provided notice of the same to You: (i) hardware is setup; (ii) application software is installed with its default configuration (i.e., pre-configured); and (iii) access is provided by AFFIRMITY.

"Events beyond our Immediate Control" include (i) the flow of data to or from our network and other portions of the Internet which depends on the performance of Internet services provided or controlled by third parties other than our data center facility; (ii) a service interruption caused by a security threat until such time as the security threat has been eliminated; (iii) reasons of a Force Majeure Event (defined below); and (iv) emergency maintenance, of which we will notify You of as soon in advance as is practicable but will first endeavor to remedy the emergency.

"Force Majeure Event" means causes beyond our reasonable control, including but not limited to, delays caused by the other party, acts of God, war, terrorism, criminal activity, civil disturbance, court order or other government action, third party performance or non-performance, strikes or work stoppages, provided that such party gives prompt written notice to the other party of such event.

Severity Levels and Target Resolution Times*

Severity levels are assigned by us based on the Severity level definitions and examples. Errors and problems are generally either hardware related or software defects. Hardware issues are generally much quicker to resolve than a code defect.

SL A LEV EL	DEFINITION	EXAMPLES
Severity 1	Fatal Impact – Unable to use system – No Workaround Severity 1 items are generally equipment failures that prevent the application from being accessible or usable. These are generally quickly resolved by the engineering team. Severity 1 items in the application may also occur. This is defined as a problem that affects multiple users in the application code that fatally impacts usage and there is no known workaround. Severity 1 application code problems are rare and may be related to a new code release to production. The typical response to a Severity 1 code item is to back out the release to the previous release which resolves the problem. The objective is to provide relief or a workaround** or mutually agreeable Resolution within twenty-four (24) hours of notification to our Service Support and replication of the problem. Final Resolution that requires coding work and QA may take longer to complete beyond the workaround. If Customer assistance is needed to replicate or provide information about the Severity 1 item and the Customer is unavailable, the incident will be downgraded to a Severity 2 until Customer assistance is available.	Such incidents would include widespread instances that affect multiple users. Examples are: a) Total inaccessibility of the application b) Significant and critical data integrity issues. c) Significant and critical database system issues. d) Inability to log into for multiple machines e) Security breaches
Severity 2	Severe Impact – Important issue to normal business operations. Indicates a defect in the application that impacts a portion of the application for usage and/or availability, and for which a workaround may or may not exist. Severity 2 items that are code issues will require a code fix. Workaround processes will be provided if available while the code fix is being worked. The objective is to provide relief or a workaround or mutually agreeable Resolution within seventy-two (72) hours of notification to our Service Support and replication of the problem. Final Reresolution that requires coding work and QA may take longer to complete beyond the workaround.	Such incidents would include the following: a) Application unavailable for a single user but available to others b) Inability to successfully import data due to an application defect or operational problem c) Noticeable and significant differences in system performance that deviate from the expected system performance. d) Reports not rendering correctly e) Inability to complete a plan due to an application defect or operational problem
Severity 3	Degraded Operations or Normal Customer calls for information on product usage: Severity 3 is the standard default severity level for most Customer requests for support. This includes informational requests on how to perform functions in the application. Severity 3 includes defects in the application that impacts usage and/or availability of limited functions, but the impacted functions are not critical to overall usage. The objective is to provide relief or a workaround or mutually agreeable Resolution as soon as reasonably possible of notification to our Service Support and replication of the problem. Final Resolution that requires coding work and QA may take longer to complete beyond the workaround.	Such defects would include the following: a) Minor differences in system performance that deviate from the expected system performance. b) Minor formatting or printing issues c) Cosmetic or spelling errors d) Minor impairment of product functionality Normal Customer calls for support information include: a) Questions regarding how to perform a function b) Assistance with setting up an import c) Questions regarding report interpretation