



SERVICE LEVEL AGREEMENT

1. **DEFINITIONS.** The following capitalized terms will have the definitions set forth below. All other capitalized terms that are not defined herein shall have those meanings accorded to them in the Agreement or the applicable Order.

- a. **“Covered Request”** means an End User Request which is classified by Fixify into a category that is mutually agreed between Fixify and Customer should be handled by Fixify. For avoidance of doubt, End User Requests that are not Covered Requests are not the responsibility of Fixify.
- b. **“End User Request”** means a request that an End User submits to the Fixify ticketing system that is available to Fixify via an API query.
- c. **“Scheduled Downtime”** means the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access Platform due to planned system maintenance performed by Fixify. Fixify will provide Customer with reasonable prior notice of such Scheduled Downtime.
- d. **“Platform Availability”** means, with respect to any particular calendar month, the difference between Total Monthly Time and Unscheduled Downtime, divided by the Total Monthly Time. Represented algebraically, Platform Availability for any particular calendar month is determined as follows:

$$\text{Platform Availability} = \frac{\text{Total Monthly Time} - \text{Unscheduled Downtime}}{\text{Total Monthly Time}}$$

- e. **“Platform Performance”** means the performance times for the Platform as more particularly described in Section 2 of this Service Level Agreement.
- f. **“Total Monthly Time”** means the total minutes in the relevant calendar month less Scheduled Downtime. For any partial calendar month during which Customer subscribes to the Platform, availability will be calculated based on the entire calendar month, not just the portion for which Customer subscribed.
- g. **“Unscheduled Downtime”** means the total amount of time during any calendar month, measured in minutes, during which the Customer is not able to access the features and functions of the Platform, other than Scheduled Downtime. Unscheduled Downtime shall not include any period during which the Platform are unavailable as a result of (i) non-compliance by Customer with any provision of this SLA; (ii) incompatibility of Customer’s equipment or software with the Platform; (iii) actions or inactions of Customer or third parties; (iv) Customer’s use of the Platform after Fixify has advised Customer to modify its use of the Platform, if Customer did not modify its use as advised; (v) acts or omissions of Customer or Customer’s employees, agents, contractors, or vendors, or anyone gaining access to the Platform by means of Customer’s passwords or equipment; (vi) performance of Customer’s systems or the Internet; (vii) any systemic Internet failures; (viii) network unavailability or Customer’s bandwidth limitations; and/or (ix) Scheduled Downtime.

2. **PLATFORM PERFORMANCE**

- a. During the Subscription Term, Fixify will provide Customer with the Platform 24 hours a day, 7 days week, 365 days a year (“24x7x365”) in accordance with the Agreement and the following processes:
 - i. Fixify will receive End User Requests via the Platform.
 - ii. Fixify will analyze End User Requests to determine whether each End User Request constitutes a Covered Request.
 - iii. Each Covered Request will be (1) categorized by subject matter; and (2) assigned a priority level.
 - iv. Fixify and Customer will together configure the Platform so that the parties are aligned as to the priority level assigned to each Covered Request.
- b. **Response Times.** Covered Requests are classified under four priority levels as shown in the below table:

Priority Level	Sample Incident	Target Response Time
Priority 1 – Critical	Critical service is unavailable, impacting all users.	30 minutes
Priority 2 – High	Users are blocked from doing work. Example: Forgot password, unable to login.	1 hour

Priority 3 – Medium	Impacts user’s productivity. Example: Need access to an application.	4 hours
Priority 4 – Low	Non-critical work item: Add a user to a distribution list.	6 hours

- c. Fixify representative will determine the priority level based on the information provided in the Covered Request using the classification matrix agreed upon by the parties. The priority level of each Covered Request is used to determine the response time set forth above. Fixify reserves the right to reclassify the priority level at any time if Fixify reasonably believes the classification is incorrect.
- d. The response times stated above shall not apply:
 - i. where both parties agree that Fixify will be unable to address the End User Request;
 - ii. where the issue cannot be responded to due to Customer’s failure or inability to respond to any issue for which Customer’s participation or Customer’s response is inherently required as part of the response to the identified issue; or
 - iii. where a technical limitation, not arising from an issue caused by Fixify, prevents Fixify from receiving the End User Request.

3. PLATFORM AVAILABILITY

- a. **Platform Availability; Response Times:** Fixify will undertake commercially reasonable measures to ensure that Platform Availability equals or exceeds ninety-nine point nine percent (99.90%) during each calendar month (the “**Platform Standard**”). Customer may initiate a product support ticket at any time by emailing product-support@fixify.com.
- b. **Unscheduled Downtime:** Customer may report Unscheduled Downtime at any time 24 hours a day, 7 days week, 365 days a year (“**24x7x365**”) by sending Fixify an e-mail to product-support@fixify.com. Fixify will exercise commercially reasonable efforts to respond to reports of Unscheduled Downtime within 4 hours of each such report.
- c. **Monitoring and Measurement:** Fixify uses a third party service (“**Monitoring Service**”) to monitor Platform Availability on an ongoing basis. Measurements of Platform Availability will be calculated on a monthly basis for each calendar month during the Subscription Term based on the records of such Monitoring Service. Customer acknowledges that the Monitoring Service may become unavailable for reasons outside Fixify’s control, and in such an event, Fixify will make commercially reasonable efforts to notify Customer promptly in the event such unavailability materially affects Fixify’s ability to monitor Platform Availability.
- d. **Platform Availability Credits:** If Platform Availability for any calendar month is below 99.90%, at Customer’s request, Fixify shall issue a credit to Customer equal to a percentage of the monthly portion of the annual license fee for Platform (“**Service Credit**”), according to the schedule below:

Platform Availability:	Service Credit Percentage:
95.00% to 99.89%	25%
94.99% or below	50%

- i. Current on Fees: Service Credit is only available where Customer is current with payments due under the Agreement, unless any unpaid amounts are subject to good faith dispute by Customer.
- ii. Sole Remedy: Customer’s rights under this Section 3 are Customer’s sole and exclusive remedy with respect to any Unscheduled Downtime or any failure by Fixify to meet the Service.
- iii. Maximum Service Credits: The maximum amount of Service Credits that Fixify will issue to Customer for Unscheduled Downtime in a single calendar month will not exceed fifty percent (50%) of the Fees for such month.
- iv. Requesting Service Credits: As a condition to Fixify’s obligation to provide Service Credits to Customer, Customer must request such Service Credits by sending an e-mail identifying the date and time of the Unscheduled Downtime for which Customer is requesting Service Credits, with sufficient evidence (including description of the incident and duration of the incident) to product-support@fixify.com within thirty (30) days following such Unscheduled Downtime. If Customer fails to request any Service Credits to which Customer is entitled in accordance with this Section 3(d)(iv), Fixify will have no obligation to issue such Service Credits to Customer.

4. CUSTOMER SUCCESS SUPPORT

- a. Fixify will provide technical support to Customer via electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Eastern time, with the exclusion of US Federal Holidays.
 - b. Customer may initiate a product support request any time by emailing product-support@fixify.com.
 - c. Fixify will use commercially reasonable efforts to respond to all product support request tickets within one (1) business day.
5. **BACKUPS, DISASTER RECOVERY, AND BUSINESS CONTINUITY.** Fixify shall comply with appropriate and commercially reasonable backup, archive, business continuity, and disaster recovery policies and procedures. At a minimum, Fixify shall perform daily backups, provide a recovery time objective (“**RTO**”) of eight (8) hours and a recovery point objective of one (1) hour, and activate disaster recovery policies and procedures to satisfy the RTO. Fixify shall use locations geographically separate from its active databases for its backups and disaster recovery. Fixify shall maintain its backups throughout the Subscription Term. Fixify shall periodically, and at least once annually, test its backup, archive, business continuity, and disaster recovery policies and procedures. Customer may request a summary of the report of the most recent test results.
6. **CUSTOMER NETWORKS AND CUSTOMER REQUIREMENTS.** The Platform may only be provided for computer systems and networks leased to or owned by Customer, and under Customer’s control. Customer is responsible for maintenance and management of its computer network(s), servers, and software, and any equipment or services related to maintenance and management of the foregoing. Customer is responsible for correctly configuring its systems in accordance with any instructions provided by Fixify, as may be necessary for provision of access to the features and functions of the Platform.
7. **PERSISTENT FAILURE**
 - a. Persistent Failure Definition. “**Persistent Failure**” means (i) Fixify’s failure to meet a Platform Availability of at least 99.0% in any 2 consecutive months or 3 times in any rolling 6-month period; or (ii) Fixify’s failure to meet the response time for 98% of Covered Requests within the preceding calendar month.
 - b. Termination Right and Remedy. Notwithstanding anything to the contrary in the Agreement, Customer may provide written notice to Fixify of the occurrence of a Persistent Failure. Upon receipt of such notice, Fixify will have 30 days to cure such Persistent Failure, which means (i) for a Platform Availability failure, meeting the Platform Standard in the subsequent calendar month and (ii) for a response time for Covered Requests failure, exceeding the threshold set forth in Section 7(a) in the subsequent calendar month. If Fixify fails to cure such Persistent Failure with the 30-day cure period, Customer may terminate the applicable Order Form and the Agreement and Fixify shall provide Customer a pro-rata refund for any prepaid Fees.

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