

Customer Support Policy and Service Level Commitments

Last Modified: April 19, 2024

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 Application as set forth in the Agreement and Documentation.
- “Downtime” means the time the Trustwell SaaS Application(s) 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 Application(s) 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 Application(s) 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 Application(s), maintenance Updates, Enhancements, Corrections, or Workarounds necessary to bring SaaS Application(s) into material conformance with the Agreement.
- “Update” means a standard or hot fix, patch release, bug fix, change, addition, or enhancement to SaaS Application(s) 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 Application 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 Application(s) eliminates or mitigates the practical adverse effect of an Incident in a commercially reasonable manner.

2. General.

- i. Company will use commercially reasonable efforts such that SaaS Application(s) will be functional, performant, and accessible by Client as set forth below, except for Planned Maintenance and Causes Not Attributable to Company.
- ii. Client acknowledges that Company’s responsibility for provision of Support is conditioned upon Client’s compliance with Company’s specifications, recommendations and requirements and where applicable installing all Updates that Company has previously made available to Client.

3. Maintenance.

- i. Updates. All Updates to the Licensed Software are subject to the terms and conditions of this Agreement.
- ii. Maintenance Windows. Company will use commercially reasonable efforts to limit planned maintenance to pre-designated maintenance periods during off-peak times. Company shall give at least forty-eight (48) hours electronic notice of any planned maintenance.
- iii. Emergency Maintenance. If Emergency Maintenance is required, Company will communicate to Client via email, notification within the SaaS Application and/or on the Company’s Maintenance Status Page.
- iv. Maintenance Limit. Company will use commercially reasonable efforts to limit Planned Maintenance to twelve (12) hours in any Measurement Period.

4. Incident Reporting.

- i. Pre-Call Procedures. Prior to requesting Support from Company, Client shall comply with all published operating and troubleshooting procedures for the SaaS Application(s) to determine whether the Incident is related to the SaaS Application 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.
- ii. Communication Method. Each Incident report from Client to Company shall be delivered to Company via email or toll-free phone number (for U.S. calls only) and include information reasonably requested by Company. Telephone support will be available Monday–Friday, excluding holidays, from 9:00 a.m. to 5:00

- p.m. Central Time. Company will notify Client of any intermittent or seasonal changes to the phone support schedule e.g., via a voicemail greeting or email and on the Company’s Maintenance Status Page.
- iii. Client Support Representative. Client’s support representatives communicating with Company shall have technical knowledge and familiarity with SaaS Application(s) 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.
 - iv. 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.

- i. 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.
- ii. 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. Company will contact Client via the contact methods set out herein and if Client is unavailable (e.g., phone busy, no answer, in a meeting, or out of the office). Company will make three attempts to reach the Client, after which Company will be deemed to have satisfied its obligation to timely respond to the Incident.
- iii. Postmortem. In case of a severity 1 Incident, Company will conduct a post-mortem, including root cause analysis and devise a remediation plan within [5] business days of the occurrence of the Incident. Severity 2 Incidents will be conducted on a case-by-case basis.

Severity Level	Description and Examples	Response Time	Target Delivery of Resolution or Action Plan
Level 1 – Critical	Critical production issue affecting all users, including SaaS Application’s unavailability and data integrity issues with no Workaround available.	Within one (1) hour of notification	Within three (3) hours of notification
Level 2 – Urgent	Major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable Workaround available. Also includes time-sensitive requests such as security issues, requests for feature activation or a data export.	Within four (4) hours of notification	Within twelve (12) hours of notification

Level 3 – High	Performance issue affecting some but not all users. Short-term Workaround is available, but not scalable.	Within one (1) business day of notification	Within three (3) business days of notification
Level 4 – Medium	Inquiry regarding a routine technical issue; information requested on SaaS Application capabilities, navigation, installation or configuration; A performance issue affecting a small number of users. Reasonable Workaround available.	Within three (3) business days of notification	Once contact has been made with Client, Company will consider providing an Update in the next scheduled Update release.

6. Uptime.

- i. 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).
- ii. Business Continuity. Company will use commercially reasonable efforts such that the SaaS Applications remain available when Company’s Providers experience local outages (e.g. server failure, network link, power failure, etc.). Company maintains infrastructure to support the SaaS Applications in multiple regions and has a business continuity plan (BCP) that is available for Client review upon request.
- iii. Hand Off Point. To the extent SaaS Application(s) 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.
- iv. Availability. For each Measurement Period in which Company fails to meet the target Uptime in Section

6.i, Client will be eligible, upon request, 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	5 days
≥ 99.0% < 99.5% uptime	216-432	10 days
≥ 98.0% < 99.0% uptime	806-> 432	25 days
<98.0%	>806	30 days

For any partial calendar month during which Client subscribes to a SaaS Application, availability will be calculated based on the entire calendar month, not just the portion for which Client subscribed. Any subscription renewal period will be effective after the Service Credits have been fully utilized.

- v. Process and Limitations. To claim a service credit, Client must notify Company 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.

1. Minimum IT Requirements. Client shall comply with the minimum IT configurations listed in the Documentation or otherwise provided by Company and except where Company provides such hardware and 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.
2. Backup. Company shall run regular backups of SaaS Application(s) and any data contained therein or used therewith. Company shall be responsible for and shall bear all costs in connection with the foregoing.
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 Application 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) SaaS Application 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 Application(s) have been used for a purpose other than the specific purpose for which they are designed or licensed hereunder, or (vi) Force Majeure.

9. Out of Scope.

For the avoidance of doubt, Support Services do not include any of the following:

- Assistance in developing user-specific customizations.
- Assistance with Non-Company products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems.
- Assistance with installation or configuration of hardware, including computers, mobile devices, hard drives, networks or printers.
- Managed Services or professional services.
- Support for user access originating in certain countries, including but not limited to China and all countries subject to embargo and/or sanction by the United States, or for any use in violation of any applicable U.S. law or regulation.