Support and Service Level Agreement

Service Level Agreement

This Support and Software Service Level Agreement ("SLA") sets forth the support service levels for your ResourceX subscription.

1. Support Offerings for ResourceX Software Services

Support Offering	Additional Details
Dedicated Customer Success Manager	Up to 50 hours of implementation, project management, and training support. Available via email and pre-scheduled video conferencing
Access to the ResourceX Help Center	Unlimited access to all content
Access to the Support Ticket Portal within the Help Center	Unlimited number of support ticket submissions

2. Maintenance and Support Services

We will provide the maintenance and support services set forth herein as part of the SLAs. Such services are available to all users with active accounts in the ResourceX software.

2.1 HelpCenter Support

- Our support help center portal ("HelpCenter") is available to submit a service request ticket ("Ticket") twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year.
- You may create a Ticket at https://www.resourcex.net/help/kb-tickets/new. You must create a Ticket to initiate issue response and resolution for all severity-level service requests.
- Any communication directly with your Customer Success Manager is not covered by these SLAs and is thus not committed to Issue Response Times.

- By submitting a Ticket, you are authorizing the ResourceX Team to download or copy any data necessary for troubleshooting the reported issue.

3. Our Severity Levels and Support Response Commitment

3.1. Assignment of Severity Levels

ResourceX will determine the Severity Level assigned to each support issue at its reasonable discretion.

3.2. Severity Level Definitions:
- Sev-1 (Critical) - Issue capable of triggering complete system shutdown or preventing all users from conducting mission-critical operations.
- Sev-2 (High) - Issue capable of collapsing large parts of the system or preventing some, but not all, users from conducting mission-critical operations.
- Sev-3 (Moderate) – Issue results in some unexpected or undesired behavior, but not enough to disrupt system function or use.
- Sev-4 (Minor) – Issue results in an aspect of the system and/ or a demand on the user which makes it unpleasant, inefficient, inconvenient for the user to achieve their goals in typical usage situations.

3.3: Response Commitment

The following Issue Response Times will be provided for all Tickets submitted during standard business hours: Monday through Friday, excluding all Federal Holidays, from 9am-5pm ET.

For any tickets submitted outside of standard operating hours, the First Response Time Commitment begins on the first standard business hour following Ticket submission.

Severity Level First Response Time

Sev-1 (Critical)	Sev-2 (High)	Sev-3 (Moderate)	Sev-4 (Minor)
One (1) Business Hour	Four (4) Business Hours	One (1) Business Day	Two (2) Business Days

4. Exclusions

This SLA does not apply to any: (a) features designated Beta or Limited Availability (b) responding to problems caused by third-party software, (c) configuration changes for third-party software, (d) support for issues related to the operation of the Software Services on local personal computers and related printing issues; problems with the browser (e) that result from Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Customer's use of the Software Services in a manner inconsistent with the features and functionality of the Software Services (for example, attempts to perform operations that are not supported) or inconsistent with ResourceX's guidance.

5. Uptime Commitment

The Quarterly Uptime Percentage for the ResourceX Software Service will be ninety-nine and nine-tenths percent (99.9%) (the "Uptime Commitment"). Subject to the exclusions described in Subsection 5.1 below, "Quarterly Uptime Percentage" is calculated by subtracting from 100% the percentage of 1-minute periods during any quarterly billing cycle (i.e., 3 calendar months) in which the Software Services (are) Unavailable out of the total number of minutes in that quarterly billing cycle. "Unavailable" and "Unavailability" mean that, in any 1-minute period, all connection requests received by the Software Services failed to process (each a "Failed Connection"); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (e.g. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Quarterly Uptime Percentage will be measured based on the industry standard monitoring tools ResourceX uses.

5.1 Exclusions from Quarterly Uptime Percentage

Notwithstanding anything to the contrary in this exhibit, any Software Service Unavailability issues resulting from any of the following will be excluded from the calculation of the Quarterly Uptime Percentage:

- 5.1.a Regularly scheduled maintenance of the Software Service that is communicated by ResourceX at least forty-eight (48) hours in advance via the Support Portal.
- 5.1.b Any issues with a third-party service to which Customer subscribes.

- 5.1.c Any problems not caused by ResourceX that result from (a) computing or networking hardware, (b) other equipment or software under Customer's control, (c) the Internet, or (d) other issues with electronic communications.
- 5.1.d ResourceX's suspension or termination of the Software Service in accordance with the Agreement and/or its associated documentation and addendums.
- 5.1.e The Software Service is experiencing an unforeseeable amount of user requests from the Customer;
- 5.1.f Software that has been subject to unauthorized modification by Customer;
- 5.1.g Negligent or intentional misuse of the Software Service by Customer; or
- 5.1.f "Beta" or "limited availability" products, features, and functions identified as such by ResourceX.

The Customer may elect to use certain billable ResourceX Professional Software Services to resolve issues associated with the excluded areas listed in this Subsection 5.1. Such Professional Software Services may require the Customer to complete a network assessment and/or give ResourceX access to the Customer's network to diagnose the issue.