

## SERVICE LEVEL and SUPPORT SERVICES POLICY

**INTRODUCTION.** Preset shall provide its cloud service (Preset Services, or in this Policy, "**Service**") in accordance with this Service Level Policy and Support Services Policy. Preset will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage target (MUP Target) of at least 99.0% during any monthly billing cycle.

### 1.1. Service Availability

"Availability" or "Available" means the intended end user of the Service ("Customer") is able to log in to the Service, or connect to the Service backend process, excluding Scheduled Maintenance Windows and unavailability not caused by Preset.

- A. Service will be available 24x7, 365 days per year, 99.0% of the time on a monthly basis ("**MUP Target**"), excluding Scheduled Maintenance Windows and unavailability not caused by Preset (collectively, "**Unavailability**").
- B. The total number of Available minutes per month, ("**Available Minutes**") shall be the total number of minutes in such month when the Service was Available. The Monthly Uptime Percentage ("**MUP**") shall be a fraction where the numerator is Available Minutes divided by the denominator, which is the Total Minutes less the minutes of Unavailability. For example, the Total Minutes in July shall be calculated as 31 days x 24 hours x 60 minutes per hour = 44,640 minutes. "**Scheduled Maintenance**" means any period where Preset (or the Service) provides at least two days' notice of necessary maintenance, to consume no more than a total of eight hours within a month and which will be scheduled outside of customary business hours ("**Scheduled Maintenance Windows**").
- C. "**Other Unavailability**" means the Service is not Available:
  - a. Caused by Customer or due to breach of this Agreement by Customer;
  - b. Due to acts of God or force majeure or any cause outside of Preset's reasonable control or which Preset could not reasonably anticipate; Customer is responsible for maintaining its access to the Internet.

### 1.2. Downtime and Term Extension Credits

"Downtime Event" is defined as any hour or partial hour when the Service is not Available to Customer, but excluding minutes of Unavailability described above.

In the event that Service MUP is less than the MUP Target in three (3) consecutive months, and the Service has Downtime Events in such months entitling Customer to free day Service credits, Customer has the option, in place of receiving additional days credited to the then current subscription term (or other remedy agreed with Customer) to terminate the Agreement upon 30 days' prior written notice to Preset.

For each Downtime Event in any month in which the monthly Service Availability dropped below the MUP Target, upon notice from Customer, Preset shall grant Customer one (1) free day of Service which Service extension shall be added to

Customer's then current subscription term. Such credit(s) shall be Customer's sole and exclusive remedy for a Downtime Event(s) unless otherwise agreed with Customer. The number of days of Service credits in any month shall in no event exceed 25% of the total number of days in such month.

### 1.3. Support Services

All Support Services for the Service will be provided by Preset personnel or contractors. Preset agrees to provide the following Support Services (including maintenance):

- A. **Error Correction.** Upon receipt from Customer of notice of a problem with the Service (which problem can be reproduced at Preset's facility or via remote access to Customer's network), Preset shall use reasonable or best efforts to correct or circumvent the problem, based on the Severity Level of the problem.
- B. **Updates.** Preset shall notify Customer of all new maintenance releases (collectively "**Updates**") for the Service. Preset shall make available to Customer, at no additional charge, all currently supported Updates that are developed or published by Preset and made generally available to Preset Support Services customers at no additional charge. While Preset will work with Customer on an implementation schedule for Updates, Customer acknowledges that from time-to-time at Preset's request, Updates will need to be implemented as provided so as not to adversely affect Service operation and/or development. Updates shall not include any option or future products which Preset licenses separately.
- C. **Assistance.** Preset shall provide Customer with email support as follows. The hours for such assistance shall be 20x5 (20 hours per day, weekdays) for Severity 0 and 1 issues, and customary business hours for Severity 2 and 3 issues, or as otherwise agreed. In the event a Highest or High Severity issue cannot be resolved timely, then Preset can escalate the issue and as required enable access to technical support engineers for assistance in the proper installation and use of the Service and to resolve Service software problems.

Preset's Support Services provide four (4) Severity Levels as defined on the following table:

Severity Level	Definition
Severity 0 - Highest	Mission critical. Essential mission critical business process(es) unable to function - Service is not functioning and there is no available workaround for the Customer, thereby preventing performance of critical business function(s).
Severity 1 - High	Significant impact. Significant impact on critical process(es) - A major problem impedes the ability to perform mission-critical business function(s) due to major functionality not working. A temporary workaround is available to the Customer.
Severity 2 - Medium	Minor impact. The Service is not able to accomplish all functions - Minor function(s) not working thereby impeding non-critical work. A viable workaround is available to the Customer.

Severity 3 - Low	Inconvenience. The Service is experiencing or causing minor issues that affect performance of certain task(s), but does not stop workflow. Users are able to accomplish all functions, but less efficiently than normal. This Level may include cosmetic issues.
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The following response times apply to the various Severity Levels. Confirmation of receipt refers to a response to an escalated issue from a customer. The initial response refers to further clarification regarding the nature of the issue and whether there is a temporary workaround.

<b>Severity Level</b>	<b>Follow-Up Response</b>	<b>Resolution Target</b>
Severity 0 - Highest	<i>Platinum Support Tier: 4 business hours Enterprise Tier: 1 business day Professional Tier: 3 business days Free Tier: n/a</i>	As soon as possible
Severity 1 - High	<i>Platinum Support Tier: 8 business hours Enterprise Tier: 2 business day Professional Tier: 3 business days Free Tier: n/a</i>	As soon as possible
Severity 2 - Medium	<i>Platinum Support Tier: 12 business hours Enterprise Tier: 2 business days Professional Tier: 4 business days Free Tier: n/a</i>	Next Release
Severity 3 - Low	<i>Platinum Support Tier: 12 business hours Enterprise Tier: 3 business days Professional Tier: 5 business days Free Tier: n/a</i>	Maintenance Release