Support and Service Level Agreement

1. UPTIME.

A. The Company Solution uptime shall be 99.5% as specified below. Uptime shall measured monthly, excluding Company holidays, weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation.

B. Company may perform up to six (6) 8-hour maintenance windows per year and maintenance will be scheduled at a mutually agreeable time. This is not considered downtime.

C. Notwithstanding anything to the contrary in this Agreement, any downtime resulting from any of the following will be excluded from calculation of Uptime percentage:
   1. regularly scheduled maintenance;
   2. any negligent or intentional misuse of the Company Solution by Customer and/or any other use of the Company Solution not authorized by the Agreement;
   3. any issues with a third party service to which Customer uses with the Company Solution;
   4. any problems not caused by Company that result from (a) Internet performance, (b) equipment or software under Customer's control, or (c) force majeure events;
   5. Company's suspension or termination of Customer's use of the Company Solution in accordance with the Agreement and/or its associated Order Form; or
   6. Any products or features then identified as "Beta" or "limited availability" in the applicable Company Solution description.

2. TECHNICAL SUPPORT.

A. "**Severity Level**" means the following for any reported error:

Severity Level	**Severity Definition**	**Company Response Times**
1	A critical error that: (1) renders the Company Solution inoperative; or (2) causes the Company Solution or the Customer's network to fail catastrophically (system down condition); and (3) can be reproduced in more than one Customer instance.	2 business hours
2	Severe defect or configuration issue with no workaround, causing significant disruption to the Customer's business operation for multiple users.	4 business hours
3	Material reduction in Software Services with a workaround available, or a partial reduction in Software Services for multiple users with no workaround available, causing low-to-medium impact on the Customer's operations.	8 business hours
4	Support requests for minor and individual issues with negligible to low impact on the Customer's business operation.	2 business days

N/A	Net new feature requests, suggestions or change requests are not classified as a Severity Level 1-4 trouble ticket.	As agreed by Customer and Company

B. Company will determine the Severity Level assigned to each support issue in its reasonable discretion, but taking into consideration the Severity Level input by Customer. Company may change the assigned Severity Level as additional information regarding the issue is obtained.

C. The Company will provide first-level technical support and second level technical support to Customer with respect to the Company Solution with respect to any reported error for Severity Levels 1-4 identified herein by Customer.

D. Company shall respond to requests for first-level technical support by email, slack or through the embedded communications hub provided in the Company Solution and may provide such support directly to Authorized Users. Company shall provide second-level technical support:

(a) during Company business hours of 7 a.m. and 7 p.m. PST, Monday – Friday for Severity 2, 3 and 4, and (b) on a 24/7/365 basis for Severity Level 1 errors.

E. Customer designated representatives shall report suspected Severity 1 critical errors via the designated Sev1 communications hub to trigger the Company response time obligation.

F. If any correction to the Company Solution is required as part of any second level technical support, Company will provide the applicable updates in the appropriate format, to Customer. Company will use reasonable efforts to provide corrections or reasonable workarounds to all errors reported in the following time periods. Provision of a workaround that enables operation may down-classify severity level.

G. Company may, in the service of Customer, work to host code, models, objects or functions, ingest Customer data and or maintain document/object storage on behalf of Customer. Company shall work to maintain infrastructure availability for such purpose. Customer shall retain sole responsibility for maintaining the code relevant to such configurations. In the event Company incurs computational or storage costs in excess of twenty percent (20%) of total Fees paid by Customer to Company in any thirty (30) day period (a "Processing Overage"), Company may send Customer notice of such Processing Overage and, if so, will work with Customer collaboratively and in good faith to help Customer reduce Customer's computational and/or storage usage. If Customer fails to remedy such Processing Overage within sixty (60) days of the Company's notice thereof, Company may, in its sole discretion, pass all costs associated with such Processing Overage during the initial thirty (30) day period, during the sixty (60) day cure period and after the sixty (60) day cure period on to Customer at Company's actual cost plus 10% until such Processing Overage is remedied. Company shall issue invoices monthly, for such expenses, if applicable, and will provide such reasonable receipts or other documentation of expenses as Customer might require.

H. If Customer requires Company to integrate a third-party data source and such third party requires Company to sign an agreement to integrate such data that requires out-of-pocket fees, such fees will be billed to the Customer. Company must obtain Customer's written consent prior to signing any agreement with a third-party that will result in additional fees.