



SUPPORT AND SERVICE LEVEL AGREEMENT FOR SAAS SERVICE OFFERINGS

IMPORTANT

***** IMPORTANT INFORMATION – PLEASE READ CAREFULLY *****

This Support and Service Level Agreement is subject to: (i) the Agreement that applies to your use of the Archer SaaS Service Offering; or if the parties have no such agreement in place (ii) the Archer SaaS Agreement located at <https://www.archerirm.com/company/standard-form-agreements>; and (iii) the applicable ordering document covering Customer's purchase of the Service Offering from Archer or an Archer authorized reseller, the terms of which are incorporated herein by reference (collectively the "Agreement").

This Support and Service Level Agreement is a legally binding document between you (meaning the individual person or the entity that the individual represents that is subscribing to the Service Offering for its internal use and not for outright resale ("Customer")) and Archer (which means (i) Archer Technologies LLC, if Customer is located in the United States, Mexico or South America; or (ii) or Archer Technologies Ireland Limited if Customer is located outside United States, Mexico or South America. Unless Archer agrees otherwise in writing, this Support and Service Level Agreement governs Customer's use of the Service offering except to the extent all or any portion of the Service Offering is subject to a separate written agreement set forth in a quotation issued by Archer.

By proceeding with the installation or use of the Service Offering, or authorizing any other person to do so, you are representing to Archer that you are (i) authorized to bind the Customer; and (ii) agreeing on behalf of the Customer that the terms of this Agreement shall govern the relationship of the parties with regard to the subject matter in this Agreement and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this Agreement. If you do not have authority to agree to the terms of this Agreement on behalf of the Customer, or do not accept the terms of this Agreement on behalf of the Customer, immediately cease any further attempt to use this Service Offering for any purpose.

A. GENERAL SUPPORT TERMS AND CONDITIONS FOR ARCHER PRODUCTS (refer to subsequent Sections to this document for Product specific Support and SLA terms).

1. **DEFINITIONS.** The Parties agree that unless otherwise defined herein, the existing definitions set forth in any applicable SaaS Agreement between Archer and Customer shall apply to this Support and SLA Agreement to the extent such terms are used herein. Unless Customer has a negotiated SaaS Agreement with Archer, then the applicable terms and conditions located at <https://www.archerim.com/company/standard-form-agreements> shall apply.

- a) **"Customer Contacts"** means identified Customer personnel who are familiar with Customer's software environment and will coordinate all technical support calls to Archer.
- b) **"Documentation"** means the then-current, generally available, written user manuals and online help and guides for any Service Offering provided by Archer.
- c) **"Error"** shall mean any reported malfunction, error or other defect in the Service Offering that can be reproduced by Archer and constitutes a non-conformity from the Product Documentation. Each Error will be assigned a severity level as further detailed in Section 3(A) below.
- d) **"Production Instance"** entails the computing environment, applications, security, service level, and service level credits associated with the Archer SaaS instance allocated by Archer for customers to access and use in execution of their production business processes
- e) **"Non-Production Instance"** entails the computing environment, applications, and security associated with the Archer SaaS instance(s) allocated by Archer for customers to access and use in execution of their business development and/or testing processes ("Non-Production Instance")
- f) **"Relief"** shall mean an intervention by Archer that restores Service Offering operations impacted by an Error. Examples may include without limitation: (i) a solution or workaround has been provided to resolve the Service Offering issue; (ii) Customer's Production Instance is operational and Customer is able to perform business critical operations that relate to the Service Offering; and/or (iii) the identified Error does not originate from the Service Offering.
- g) **"Service Request"** shall mean a ticket that has been opened, documented, and is being managed by Archer in response to a Customer's report of an Error.
- h) **"Service Offering"** shall mean Archer's cloud service offering specified in Customer's Order.
"Software Release" means any subsequent version of Software that Archer makes generally available to its customers who are current on their Maintenance Services fees but does not mean new Software.

2. **MAINTENANCE SERVICES.**

- a) **Enhanced Support Coverage.** Customers who have an active SaaS Subscription will receive Enhanced Support Coverage which shall include:
 - 1. Telephone Support on a 24 x 7 x 365 basis and Web Support (as described in Section 2 b) below to this Part).
- b) Hours of support for Enhanced Support Coverage are subject to change by Archer upon prior written notice, and Archer supports Severity 1 and Severity 2 cases only on Saturday and Sunday. **Maintenance Services.**
 - 1. Except as otherwise provided in Section D below (Personalized Support Options), all Maintenance Services are provided remotely from Archer's premises as follows:

- a. Web Support. Archer shall provide Customer with access, through a separate registration process, where such resources are available, Archer product's community offering Blogs, Discussion Forums,, and Archer's online technical support knowledge database, offering Customer the ability on a 24 x 7 basis (24 hours a day, seven days a week) to raise issues and monitor Services Requests. Archer's on-line Web Support resource is currently hosted at the following web address: <https://www.archerirm.community/>.
 - b. Telephone Support. Archer shall provide telephone support to Customer. Archer's Telephone Support numbers are currently located at: <https://www.archerirm.community/>.
2. In the performance of the Maintenance Services, Archer will use good-faith, commercially reasonable efforts to aid in the diagnosis of, and correct, Errors in the Service Offering
- c) **Software Operating System Upgrades.** Customers who have an active SaaS Subscription term shall also receive the following software upgrades: All Software Releases (including all Error corrections made available pursuant to this Support and SLA Agreement) that Archer in its sole discretion: (a) deems to be logical improvements to the Software; (b) make generally available to all users of the Service Offering; and (c) does not separately price or market.
 - d) **Personalized Support Options.** Customers may purchase the Personalized Support Options described herein at an additional fee and as ordered in a Quote, Schedule, or Customer Purchase Order, and such personalized support options may be subject to additional terms located in a Service Brief, SOW, or similar document.
- In addition to the DSE support services specified below, all Personalized Support Options will include the following services:
- (1) Review, reporting, and management of Service Requests
 - (2) Monitoring and notification to client of Service Request trends
 - (3) Technical escalation management
 - (4) Bi-annual on-site account reviews
 - (5) Conference calls, scheduled as necessary, to discuss support-related matters; and
 - (6) If the DSE is unavailable, Customer may access Archer's 24x7x365 Telephone Support
1. **Designated Support Engineer (DSE) Support Services.**
- a. Designated Support Engineer. Archer shall provide a senior Designated Support Engineer (“DSE”) who will act as Customer's single and direct point of contact on all technical issues associated with an assigned Service Offering. The DSE will become familiar with Customer's technical environment, staff and unique support issues and will work directly with the Customer Contacts to resolve issues, manage technical escalations, and deliver business reviews. The DSE shall be reasonably available by telephone during Standard Support Hours
 - b. Limitations
 - i. DSE Support Services shall be provided in English language only.
 - ii. Each DSE will be assigned to one Service Offering and one regional time zone only, to be selected by Customer (i.e. North America (EST or PST), Europe Middle East Africa, and Asia Pacific Japan). Customer must purchase additional DSE support for additional Service Offering(s) and/or regional time zones.
 - iii. Customer shall be required to identify a maximum of four (4) Customer Contacts, who are familiar with Customer's software environment, to

coordinate all technical support calls and/or interaction with the identified DSE as set forth above.

3. SERVICE OFFERING ERROR SEVERITY CLASSIFICATIONS AND SERVICE REQUEST RESOLUTION PROCESS.

a) Service Offering Error Severity Classifications. All Service Offering Errors shall be classified by Archer as follows:

Error Severity	Definition	Examples
1 ("S1")	Critical: Severe problem preventing Customer or workgroup from performing critical business functions	<ul style="list-style-type: none"> ▪ Production Instance data corruption (data loss, data unavailable) ▪ Production Instance crash or hang ▪ Production Instance significantly impacted, such as severe performance degradation ▪ Production Instance and/or data is at high risk of potential loss or interruption ▪ Production Instance workaround is required immediately ▪ Time critical Production cutover impacted
2 ("S2")	High: Customer or workgroup able to perform job function, but performance of job function degraded or severely limited	<ul style="list-style-type: none"> ▪ Production Instance adversely impacted ▪ Non-Production Instance data corruption (data loss, data unavailable) ▪ Non-Production Instance crash or hang ▪ Non-Production Instance and/or data is at high risk of potential loss or interruption ▪ Non-Production Instance workaround is required immediately ▪ Development system(s) is inoperative
3 ("S3")	Medium: Customer or workgroup performance of job function is largely unaffected	<ul style="list-style-type: none"> ▪ Production or development system has encountered a non-critical problem or defect and/or questions have arisen on product use.
4 ("S4")	Request: Minimal system impact; includes feature requests and other non-critical questions	<ul style="list-style-type: none"> ▪ No Customer business impact ▪ Requests for enhancements by Customer

b) Software Support Service Level Objectives (SLOs). Archer will use reasonable commercial efforts to provide customers with technical advice and assistance in connection with their use of the Service Offering according to severity level. The table below sets forth Archer's targets for support responses to Service Offering Errors based on Severity Level:

SUPPORT LEVEL	SEVERITY LEVEL	INITIAL TARGET RESPONSE	TARGET WORK EFFORT	TARGET COMMUNICATION FREQUENCY
ENHANCED (24 x 7)	S1	1 hour (24 x 7)	Continuous 24x7 until Relief identified	Every 3-4 hours, 7 days/week

	S2	3 hours (24 x 7)	Daily, during Customer business hours*	Once per day, business hours*
	S3	4 hours (9x5)	Weekly during business hours	Once a week
	S4	10 hours (9x5)	Every other week during business hours	Twice a month

* Available weekends and evenings per Customer request

c) Service Offering Service Request Resolution Process

1. Process. Archer handles all support Service Requests on a first-in-first-out basis. Archer shall prioritize all Errors according to their impact to Customer using the severity definitions described in Section 3 a) above. Archer may upgrade or downgrade the severity of an Error depending on developments during the resolution process. For example, if available, a temporary resolution may be provided to mitigate the material impact of a given Error resulting in the reduction of the severity of a Service Request.
2. Escalation. If Customer and Archer are unable to mutually agree upon a resolution plan for S1 and S2 Errors, then the parties shall escalate the Service Request in accordance with Archer's escalation process. Once the escalation process has been initiated, Archer shall provide Customer with Service Request progress updates via phone or email on a mutually agreed upon schedule. Such progress updates shall include information about the Error description, daily progress, root cause (if known) and overall plan to resolve the Error.

4. CUSTOMER OBLIGATIONS.

a) Documenting Errors. Customer shall use good-faith, reasonable efforts to isolate and document Errors to enable Archer to fulfill its obligations herein. Once a Service Request has been initiated, Customer will be asked to provide necessary Error data which may include but not be limited to, applicable identification number for Service Offering, description of Error, any error messages, and any requested support files.

5. ADDITIONAL EXCLUSIONS.

a) Use. Maintenance Services specifically **excludes** support for any Errors caused by (i) operator error or use of the Service Offering in a manner not in accordance with the Product Documentation; (ii) use of the Service Offering with software or products other than that for which the Service Offering was originally licensed; (iii) Errors caused by any fault in the Customer's environment, hardware, or in any software or products used in conjunction with the Service Offering but not provided by or approved by Archer; (iv) any integration, modification, or repair of the Service Offering made by any person other than Archer; (v) installation of any appliance, firmware, or operating system on the Service Offering other than that provided by Archer; (vi) unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond Service Offering specifications; and (vii) accident, misuse, or neglect or causes not attributable to normal wear and tear. Where Archer, in its discretion, provides support to Customer where an Error arises as a result of any of the foregoing, such support shall be subject to additional fees under the terms of a Statement of Work executed by Archer and Customer.

6. **GENERAL.** All Releases or other enhancements, modifications or fixes to the Archer Service Offering provided to Customer pursuant to this Support and SLA Agreement constitute Archer Service Offering licensed to Customer under any applicable SaaS Service Offering Agreement between Archer and Customer. This Support and SLA Agreement is not an amendment to any such SaaS Agreement but is a separate binding agreement that incorporates terms of any such SaaS Agreement relating to license and ownership rights, use limitations, limitation of liability, and confidentiality and non-disclosure obligations. Additionally, this Support and SLA Agreement incorporates by reference any "Miscellaneous" or "General" provisions of any such SaaS Agreement in their entirety.

B. ARCHER SERVICE OFFERING - SERVICE LEVELS

This Part B of the Support and SLA Agreement relates to the availability of the Archer SaaS, Archer Engage, and Archer Insight Service Offering only and does not apply to any other Archer Service Offering, product, software, maintenance/support or service.

I. SERVICE LEVELS FOR PRODUCTION INSTANCE.

This Section I of Part B to this Support and SLA Agreement applies to the Production Instance of the Archer SaaS Service Offering, which entails the computing environment, applications, security, service level, and service level credits associated with the Archer SaaS instance allocated by Archer for customers to access and use in execution of their production business processes ("Production Instance").

1. DEFINITIONS.

In addition to those defined terms stated in the SaaS Agreement, the following terms and definitions shall apply for the purpose of this Exhibit 1, Section I:

Term	Definition
Static Production Maintenance Window for Archer SaaS	<p><u>For Customer's purchasing the US or Canada Service Offering:</u> The period of time every Sunday from 12:00am CST/CDT to 4:00am CST/CDT during which maintenance may be conducted on the Production Instance. The Service Offering may be unavailable in the Production Instance during this period.</p> <p><u>For Customer's purchasing the APJ Service Offering:</u> The period of time every Saturday from 12:00am AEST/AEDT to 4:00am AEST/AEDT during which maintenance may be conducted on the Production Instance. The Service Offering may be unavailable in the Production Instance during this period.</p> <p><u>For Customer's purchasing the EMEA Service Offering:</u> The period of time every Sunday from 12:00am GMT/GMT +1 to 4:00am GMT/GMT +1 during which maintenance may be conducted on the Service Offering in the Production Instance. The Service Offering may be unavailable in the Production Instance during this period.</p> <p><u>For Customer's purchasing the Middle East (UAE) Service Offering:</u> The period of time every Saturday from 12:00am GST to 4:00am</p>

	<p>GST during which maintenance may be conducted on the Service Offering in the Production Instance. The Service Offering may be unavailable in the Production Instance during this period.</p> <p><u>For Customer's purchasing the India Service Offering:</u> The period of time every Saturday from 12:00am to 4:00am IST during which maintenance may be conducted on the Service Offering in the Production Instance. The Service Offering may be unavailable in the Production Instance during this period.</p>
<p>Static Production Maintenance Window for:</p> <p>Archer Engage; Archer Document Governance; and</p> <p>Archer Insight</p>	<p>The period of time every Sunday from 12:00am CST/CDT to 4:00am CST/CDT and every Wednesday from 9pm to 11:59pm CST/CDT during which maintenance may be conducted on the Service Offering. The Service Offering may be unavailable during these periods.</p>
<p>Scheduled Production Maintenance Window for Archer SaaS</p>	<p>Maintenance of the Production Instance that cannot be conducted during the Static Production Maintenance Window, where Archer has provided notice to Customer as far in advance as reasonably practical (but in no event less than five business days for non-emergency maintenance and in no event less than 24 hours for emergency maintenance) before the commencement of such maintenance, which specifies the anticipated impact of such maintenance on availability, including duration. Archer will use commercially reasonable efforts to minimize the impact of any Scheduled Production Maintenance Window to its customers by scheduling any such Scheduled Production Maintenance Windows during low utilization periods whenever reasonably practical.</p>
<p>Scheduled Production Maintenance Window for:</p> <p>Archer Engage; Archer Document Governance; and</p> <p>Archer Insight</p>	<p>Maintenance of the Service Offering that cannot be conducted during the Static Maintenance Window, where Archer has provided notice to Customer as far in advance as reasonably practical (but in no event less than two business days for non-emergency maintenance and in no event less than 24 hours for emergency maintenance) before the commencement of such maintenance, which specifies the anticipated impact of such maintenance on availability, including duration. Archer will use commercially reasonable efforts to minimize the impact of any Scheduled Maintenance Window to its customers by scheduling any such Scheduled Maintenance Windows during low utilization periods whenever reasonably practical.</p>

Where Customer utilizes Incidental Software in connection with the Service Offering, Customer is responsible for all maintenance (including maintenance windows) of the Incidental Software that is under Customer's control.

2. PRODUCTION INSTANCE INTERRUPTIONS.

- a) Measurement.** Production Downtime is measured from the Archer-confirmed commencement time of a Production Downtime event to the time the Production Instance is operational.
- b) Exclusions.** Unavailability of the Production Instance shall not be considered Production Downtime to the extent that it is caused by one or more of the following factors:
1. Customer's failure to perform its obligations under the Agreement;
 2. The written request or consent by Customer's representative to interrupt the Production Instance;
 3. For Archer Engage and Archer Insight, problems with Customer-controlled systems underlying Incidental Software used in connection with the Service Offering;
 4. For Archer Engage and Archer Insight, problems with Customer-controlled systems underlying Archer GRC Platform Software that Customer runs on Customer premises;
 5. For Archer Engage and Archer Insight, problems with Customer-controlled networks, firewalls, security devices, and other such systems required for communication between Customer-controlled systems and the Service Offering; and
 6. Force Majeure Events which shall mean strikes, riots, insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of Archer. For the avoidance of doubt Archer makes no representations or warranties whatsoever with respect to the availability of network connectivity between the IT systems of Customer to the Service Offering; and

Archer shall be solely responsible for establishing the extent to which Production Downtime is caused by one or more of the above factors.

3. PRODUCTION INSTANCE SERVICE LEVEL STANDARD AND MEASUREMENT.

- a) General.** The Archer SaaS Production Instance, Archer Engage Service Offering, or Archer Insight Service Offering, as applicable, each shall have 99.5% or higher availability on a monthly basis ("**Production Availability**"). Production Availability for each elapsed calendar month is calculated as follows:

- M = total number of minutes in the elapsed calendar month;
- Y = actual total minutes of: (a) Scheduled Production Maintenance Windows and/or (b) Static Production Maintenance Windows within the elapsed calendar month;
- N = actual authorized Archer SaaS Production Availability, Archer Engage Service Offering, or Archer Insight Service Offering, as applicable, in minutes for the elapsed month which is calculated as follows:

$$N = [(M - Y) \times 99.5\%]$$

X = the number of minutes the Archer SaaS Production Instance, Archer Engage Service Offering, or Archer Insight Service Offering, as applicable, is authorized to not be available in the elapsed month and which is calculated as follows:

$$X = M - N$$

D = the number of minutes in the elapsed month that the Archer SaaS Production Instance, Archer Engage Service Offering, or Archer Insight Service Offering, as applicable, is not available ("Production Downtime").

If $D > X$ for Archer SaaS and / or Archer Engage, Customer will qualify for a service credit as follows.

If Archer fails to meet the Production Availability standard for Archer SaaS, Archer Engage, and / or Archer Document Governance in any two months within a three month rolling period (commencing from the month where the Production Availability standard first failed), then Archer shall issue to the Customer a service credit in an amount equal to the percentage by which Archer missed the Production Availability standard of the total fees received for the Service Offering for each of the months during which such failures were measured. In no event shall service credits exceed five percent (5%) of the total Fees received for the Service Offering. The Customer must request a credit from Archer in the event that a credit is due. The remedies specified in this Section 2 shall be the Customer's sole and exclusive remedies for the failure of Archer to meet its obligations of Service Availability.

Archer Insight: During the Term, if Archer fails to meet the Production Availability standard in any three consecutive months (commencing from the month where the Production Availability standard first failed), then Customer shall have the right to terminate the Archer Insight Service Offering.

b) Credit Request and Payment Procedures.

To receive a Service Level Credit for Archer SaaS or Archer Engage, Customer (for logging/tracking purposes) must make a request by logging a customer support request in the Archer Community (<https://www.archerirm.community/>). Each request in connection with this Section I.3(E) must include the dates and times of the Production Downtime and must be received by Archer within five (5) business days after receiving the report described under Section I.4 below. If the Production Downtime is confirmed by Archer, Service Level Credits will be applied within two billing cycles after Archer's receipt of Customer's credit request. Credits are not refundable and can be used only towards future billing charges.

4. SERVICE LEVEL REPORTING.

Archer SaaS: A report assessing Archer's performance against the Production Service Levels during the previous month shall be available in the Archer Community (<https://www.archerirm.community/>) no later than the 20th day of the next month. Customer (for logging tracking purposes) can access such report through the Archer Community. Archer shall

measure and report on minutes of Potential Production Uptime, Production Downtime, and Production Availability for the Service Offering in the Production Instance.

Archer Engage, Archer Insight, and Archer Document Governance: To receive a report assessing Archer's performance against the Production Availability commitment during the previous month, Customer (for logging/tracking purposes) must make a customer support request in the Archer Community (<https://www.archerirm.community/>) no later than the 20th day of the next month. Archer shall measure and report on minutes of Service Availability. Where Customer utilizes Incidental Software in connection with the Service Offering, Customer is responsible for all reporting related to the Incidental Software that is under Customer's control.

5. GENERAL OBLIGATIONS.

Archer will use reasonable commercial efforts consistent with generally accepted industry standards and best practices of leading companies in the critical data storage and security industry to: (i) protect the Archer SaaS Production Instance and Archer Engage and Archer Insight Service Offering, and supporting infrastructure controlled or maintained by Archer per Section 3 of Exhibit 1; (ii) monitor the Archer SaaS Production Instance, and Archer Engage and Archer Insight Service Offering, and supporting infrastructure controlled or maintained by Archer for problems; (iii) identify root causes; (iv) correct problems; and (v) minimize recurrences of missed Production Service Levels for which it is responsible. Notwithstanding anything to the contrary in this Section I of Exhibit 1, should a Force Majeure Event result in Production Downtime and Non-Production Downtime of Archer SaaS (as defined in Section II of Exhibit 1), Archer will focus its efforts on restoring availability of the Service Offering first to the Production Instance, and then to the Non-Production Instance.

II. MAINTENANCE WINDOWS FOR NON-PRODUCTION INSTANCE FOR ARCHER SAAS.

This Section II to Part B to this Support and SLA Agreement applies to the Non-Production Instance of the Archer SaaS Service Offering, which entails the computing environment, applications, and security associated with the Archer SaaS instance(s) allocated by Archer for customers to access and use in execution of their business development and/or testing processes ("Non-Production Instance").

1. **DEFINITIONS.** In addition to those defined terms stated in the SaaS Agreement, the following terms and definitions shall apply for the purpose of this Section II to Part B to this Support and SLA Agreement:

Term	Definition
Static Non-Production Maintenance Window for Archer SaaS	<u>For Customer's purchasing the US or Canada Service Offering:</u> The period of time every Sunday from 12:00am CST/CDT to 4:00am CST/CDT, during which maintenance may be conducted on the Service Offering in the Non-Production Instance. The Service Offering may be unavailable in the Non-Production Instance during this period. <u>For Customer's purchasing the APJ Service Offering:</u> The period of time every Saturday from 12:00am AEST/AEDT to 4:00am AEST/AEDT during

	<p>which maintenance may be conducted on the Service Offering in the Non-Production Instance. The Service Offering may be unavailable in the Non-Production Instance during this period.</p> <p><u>For Customer's purchasing the EMEA Service Offering:</u> The period of time every Sunday from 12:00am GMT/GMT +1 to 4:00am GMT/GMT +1 during which maintenance may be conducted on the Service Offering in the Non-Production Instance. The Service Offering may be unavailable in the Non-Production Instance during this period.</p>
Scheduled Non-Production Maintenance Window for Archer SaaS	<p>Maintenance of the Service Offering in the Non-Production Instance conducted at any time during the week that cannot be conducted during the Static Non-Production Maintenance Window, where Archer has provided notice to Customer as far in advance as reasonably practical before the commencement of such maintenance, which specifies the anticipated impact of such maintenance on availability, including duration.</p>

2. NON-PRODUCTION INSTANCE AT-RISK SERVICE OFFERING.

Customer acknowledges that Archer SaaS Service Offering in the Non-Production Instance are at-risk services given that they are in support of Customer development, user acceptance testing, pre-production staging, and preview(s) of upcoming Service Offering changes to the Production Instance as defined in Section I to Part B to this Support and SLA Agreement. As such, Service Offering provided in the Non-Production Instance are not eligible for credits on future charges as a result of any failure to meet or exceed the requirements of this Section II to Part B to this Support and SLA Agreement.

C. COMPLIANCE.AI SUPPORT AND SLA TERMS AND CONDITIONS.

1. Compliance.ai Support Services Definitions; Severity Level Definitions

Compliance.ai Services team shall assign a severity level to each incident after assessing the impact (“**Severity Levels**”). These definitions are used to prioritize response resources for resolving issues.

Table 1 -- Definitions

Severity Levels	Definition	Example
S1: Critical Business Impact	Complete loss of functionality, unable to conduct business	Users are unable to access the Compliance.ai Service Offering
S2: Serious Business Impact	Degraded functionality, able to use system but some features not working	Compliance.ai Service Offering can be accessed, but access to the administrative portal is not possible
S3: Minor Business Impact	Minor impact, loss of some minor functions, still able to conduct business	A feature offered by Compliance.ai is not working in some cases
S4: No business impact	General information, questions, documentation, feature requests.	

2. Compliance.ai Support Response Time Objectives.

Customer shall report all incidents affecting Customer's use of the Compliance.ai Service Offering by way of Compliance.ai's Support Services ticketing system located at support@compliance.ai, and Compliance.ai will consider an incident as logged when Compliance.ai issues a ticket number to Customer. All response times shall occur during Compliance.ai's standard business hours (6am to 6pm Pacific Standard Time) (“Business Hours”). In order to correctly manage the incident, Compliance.ai has established the following severity level “response time” objectives:

Table 2 -- Initial Response Times

Severity Levels	Business Hours Support
S1: Critical Business Impact	1 hour

S2: Serious Business Impact	24 hours
S3: Minor Business Impact	3 business day
S4: No business impact	3 business days

3. Incident Updates

Compliance.ai will update Customers on a regular basis during Business Hours depending on the severity level described below Table 3.

Table 3 -- Update Frequency/Target Resolution Time

	Updates (During Business Hours)	**Target Resolution Times
S1: Critical Business Impact	Every 2 Business Hours	4 hours
S2: Serious Business Impact	Every 4 Business Hours	24 hours
S3: Minor Business Impact	Every 12 Business Hours	72 hours
S4: No business impact	Commercially Reasonable Effort	Reasonable Effort

For purposes of this Part C to this Support and SLA Agreement, “Target Resolution Time**” is a good faith Compliance.ai estimate of an approximate time frame in which impacted Compliance.ai Service Offering functions can be restored by Compliance.ai engineering technicians, enabling the Compliance.ai Service Offering to resume its performance in all material respects in conforming with the applicable Compliance.ai Documentation, which may be satisfied by way of an executable code based, workaround, patch or fix managed by Compliance.ai. After Compliance.ai Service Offering performance has been restored consistent with this Schedule for Severity 1 and 2 level defects, Compliance.ai will continue working during normal business hours to develop a complete resolution of the error or defect.

After the incident is logged, Compliance.ai Support will classify the incident, provide the initial Support Services, and/or escalate the incident accordingly.

4. Phone Support

Inbound or on-demand calls are not currently a Compliance.ai Support offering. At times it may be necessary to escalate to a live troubleshooting session. While Customer may request to

escalate to a live call, the Compliance.ai support engineer will determine at his/her sole discretion whether (a) the live call is necessary and (b) sufficient information has been provided to Compliance.ai to allow the call to be successful.

As a result of a qualifying ticket, the Compliance.ai Support engineer or agent may suggest a link to connect or agree to use the Customer's preferred live troubleshooting tool to connect at a mutually agreed upon time. By default, such troubleshooting calls will be scheduled for 30 minutes in duration maximum.

5. Scheduled Maintenance

Compliance.ai reserves the right to perform routine maintenance on the Compliance.ai Service Offering platform when deemed necessary. If the maintenance to be performed may result in downtime, we will schedule the maintenance to occur between 06:00 pm (Pacific Standard Time) on a Friday and 06:00 pm of the next day (Saturday) in an effort to minimize disruption. However, if the maintenance is considered an emergency (e.g. security patches, performance degradation fixes, etc.), the maintenance effort may be performed immediately in order to address issues as quickly as possible.

6. Exclusions

Compliance.ai will correct, fix, restore and update the Compliance.ai Service Offering as described in Compliance.ai Documentation in those areas under Compliance.ai's direct control, and therefore the Customer's entitlement to the remedies set out in this Annex are subject to the following exclusions:

- a) Factors outside Compliance.ai's reasonable control (for example, force majeure events, such as natural disaster, war, acts of terrorism, riots, pandemics, government action, or a network or device failure external to Compliance.ai's data centers, including at Customer site or between the Customer site and Compliance.ai's data center)
- b) Non-availability of a Compliance.ai Service Offering during a scheduled maintenance or emergency maintenance event.
- c) Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Customer use of the Compliance.ai Service Offering in a manner inconsistent with the features and functionality of the Compliance.ai Service Offering or inconsistent with Compliance.ai's published Documentation.
- d) Customer's failure to update its integrations, library, plugin or any other software component provided by Compliance.ai for a supported version.
- e) Customer's use of a third-party service after Compliance.ai advised Customer to modify the use of said service, yet the service remained unmodified.
- f) Customer's attempts to perform operations that exceed prescribed quotas or that resulted from Compliance.ai's throttling of suspected abusive behavior.
- g) Customer outage, which prevents access to the Compliance.ai Service Offering platform infrastructure; or

- h) Customer failure to update internal credentials, prohibiting the use of Compliance.ai Service Offering (e.g. failure to update endpoints credentials).

Compliance.ai will implement all new releases to the Compliance.ai Service Offering which may include fixes and defect corrections as well as new features, functionalities and capabilities. Compliance.ai may update the content, functionality and user interface of the Compliance.ai Service Offering from time to time at its sole discretion and in accordance with the Agreement. Compliance.ai Service Offering updates do not include, however, new Compliance.ai Service Offering features, functionalities, or capabilities embodied in new modules or new applications that Compliance.ai makes available generally to its customers for a separate fee.