

## **EXHIBIT A**

### **SERVICE LEVEL AGREEMENT (“SLA”)**

The purpose of the Service Level Agreement is to provide each customer with the expectations for which issues reported to Provider will be captured, logged, reported on, and resolved.

#### **1. Submitting Issues and Monitoring Progress**

Customers can create a support ticket and monitor its progress via the Support Center. The URL to the Support Center will be provided by a member of your account team.

#### **2. Initial Response Times**

<b>Ticket Severity</b>	<b>Target Response Time</b>
Critical	1 hour
High	4 business hours
Normal	16 business hours

#### **3. Definitions and Response Guidelines**

##### **Critical**

**Definition:** Catastrophic impact to mission critical functionality resulting in extremely serious interruptions to the Services.

Examples of Critical Issues include:

- Services are down causing users to experience a total loss of Service
- Inability to use a feature or functionality that is currently relied upon for mission critical and time sensitive functionality that does not have any manual workaround
- Security of data integrity is severely compromised

Provider Responsibilities for Critical Issues:

- Provider hours of operation are 24/7/365 for Critical Issues
- Provider has a 24x7 commitment until resolution
- Provider will provide regular updates to Customer regarding progress towards resolution

Customer Responsibilities for Critical Issues:

- Enter a ticket through the Support Center ensuring that “Critical Priority” has been chosen at time of ticket submission.
- Designate Customer resource(s) to be available 7x24 to work with Provider on resolution
- Allow Provider to view the error and control your computer using remote connectivity software such as Teams
- Provide all the relevant information including but not limited to:
  - a written description of the specific steps to recreate the issue including screen prints

- full text copies of all error messages, including information in any Details window
- diagnostic window information (click Shift+F9 on any window)
- whether this error occurs for all users or only specific users and on all computers or only specific computers

For performance issues, Customers will be asked to provide:

- Accurate timing (to the second) with comparison to other machines (if relevant)
- Hardware specifications of an affected user's computer (RAM and processor speed)

### **High**

**Definition:** Significant impact to mission critical functionality resulting in serious interruptions to normal Services. In a production system, mission critical tasks cannot be performed.

Examples of High issues include:

- Issues that are impairing mission critical functionality
- Inability to deploy a mission critical feature and deployment date is imminent and not flexible

Customer shall remain accessible to Provider for troubleshooting from the time a High issue is logged until such time as it is resolved.

### **Normal**

**Definition:** Low to moderate impact to tasks resulting in interruptions to normal Services. In a production system, day-to-day operations are affected.

Examples of Normal priority issues include:

- Problems that partially hinder non-mission critical business processes
- Instances where business procedures operate unpredictably or inconsistently
- Gaps in workflows or business processes
- A practical workaround is available

Customer will respond to Provider's requests for additional information and implement recommended solutions in a timely manner.

## **4. Service Level Guidelines**

Providers monthly expected uptime Service Level is 99.9%. This service level only applies to production systems. Downtime refers to periods of time during which the Services cannot be accessed. Downtime does not include the following:

- The period when the Services are not available due to planned downtime
- Performance or availability issues due to a Force Majeure Event
- Performance or availability issues that resulted from Customer's or third-party hardware, software, or services

- Performance or availability issues that resulted from actions or inactions of Customer or third parties related to, including but not limited to hardware, machinery, and equipment
- Performance or availability issues that resulted from actions or inactions of Customer or Customer's employees, agents, contractors, or vendors or anyone gaining access to Provider's network by means of Customer's passwords or system
- Performance or availability issues that were caused by Customer's use of the Services after Provider advised Customer to modify its use of the Services, if Customer did not modify its use as advised
- Intermittent periods of Downtime that are ten minutes or less in duration
- Performance or availability issues due to trial offers, early adopter programs and/or demos (as determined by Provider).

## 5. Exclusions

Technical service projects, custom reports and API support are not covered under this SLA. Customers may purchase enhanced support or additional Services that could cover these items or customers may request a paid engagement to cover these incidents.

## 6. Regular Business Hours

Provider's local support teams are available at the following times:

- North America: Monday through Friday, 8:00 a.m. to 5:00 p.m. US Central Standard Time (CST)
- Europe: Monday through Friday, 8:00 a.m. - 5:00 p.m. Central European Time (CET)
- Asia-Pacific: Monday through Friday, 8:00 a.m. - 5:00 p.m. Australian Eastern Standard Time (AEST)

Support for non-critical issues is not offered outside of regular business hours. However, support is available 24/7 for Critical Issues. Issues handled outside the local office hours will be in English only.

## 7. Scope of Maintenance Service

**"Maintenance Service"** is defined as access to upgrades, corrections, and technical operating assistance for all licensed Services. Other services, including, but not limited to, those listed below are considered outside the scope of Maintenance Service:

- Any customization of the application not included in the base offering whether by a third-party or Provider Software or any resulting complication or issue from said customization
- Any customization outside of the application that accesses the Provider Software database such as custom reports, custom interfaces, BI tools, etc. whether by a third-party or Provider Software or any resulting complication or issue from said customization
- Any direct modification of the data contained in the Provider Software database or any resulting complication or issue from said direct modification
- Any direct modification of the database schema whether by the addition of columns within Provider Software-supplied tables, the addition of tables, triggers,

stored procedures, or indexes outside the scope of the Provider Software-supplied schema or any resulting complication or issue from said direct modification

- Any application performance issue regardless of potential cause when the application is installed outside the Provider Hosting environment
- Any issue of any type encountered in a version of the application that is past its Mainstream Support date
- Any issue of any type encountered using hardware that does not meet the current published technical guidelines
- For assistance outside the scope of maintenance service, Provider reserves the right to charge the customer for the time spent

## 8. End of Support

From time to time, Provider may discontinue support for older versions of the Services. Customers on unsupported versions will receive support only after migrating to a supported version.

## 9. Third Party Tools and Integration

Customers will be asked to turn off third party tools and integrations when troubleshooting issues including but not limited to performance related issues.