

BetterUp Support and Service Level Agreement

1. Definitions

For purposes of this Exhibit, the following definitions apply:

- “Actual Quarterly Uptime Percentage” means the sum of the Total Quarterly Time (“A”) minus the Unavailable Quarterly Time (“B”) and plus the Excluded Quarterly Time (“C”), which is then divided by the Total Quarterly Time. Alternatively stated, $(A - B + C) / A$.
- “Error” means a defect in the BetterUp Platform that prevents the BetterUp Platform from performing according to Agreement and the applicable Order. Errors include operation and functionality defects, security defects, viruses and bugs.
- “Excluded Quarterly Time” means the total number of minutes in the applicable calendar quarter during which the BetterUp Platform and/or Services, as applicable, were unavailable for use due to an excluded event as described in Section 4 Excluded Quarterly Times below.
- “Initial Response” means a written or electronic response from BetterUp to Company or User regarding a reported or discovered Error acknowledging receipt and priority assignment. An automated response is not considered an initial response.
- “Quarterly Uptime Percentage Threshold” means the percentage listed in Section 2 Service Commitments below under the heading, “Service Commitments”.
- “Resolution” means best efforts by BetterUp to implement and incorporate a fix into the BetterUp Platform to restore functionality caused by an Error.
- “Service Credit” means the number of service days that BetterUp will credit to a Company’s applicable subscription if the Actual Quarterly Uptime Percentage is less than the Quarterly Uptime Percentage Threshold as described in Section 2 Service Commitment. Any days of service will be added to the end of the applicable service term, at no charge to Company.
- “Total Quarterly Time” means the total number of minutes in the applicable calendar quarter.
- “Unavailable Quarterly Time” means the number of minutes in the applicable calendar quarter during which the BetterUp Platform and/or Services, as applicable, were unavailable for use.

2. Service Commitments:

BetterUp will make the BetterUp Platform available at a Quarterly Uptime Percentage Threshold of 99.9% of the time each quarter. If BetterUp’s Actual Quarterly Uptime Percentage is below the Quarterly Uptime Percentage Threshold in a given calendar quarter, then Company will receive a Service Credit as described in the table below. Alternatively, if BetterUp’s Actual Quarterly Uptime Percentage is below 95.0% in any given calendar quarter, then Company may terminate any impacted Order by providing thirty (30) days advance written notice and BetterUp will issue a prorated refund for Services not rendered. Company must deliver any such termination notice within fourteen (14) days of the close of such calendar quarter. This Section describes Company’s sole remedy for BetterUp’s failure to meet the Quarterly Uptime Percentage Threshold.

Actual Quarterly Uptime Percentage	Days of Service Credit
< 99.9% - > = 99.0%	3
< 99.0% -> = 95.0%	7
< 95.0%	15

Availability of the BetterUp Platform is continuously measured and the availability monitoring service reports are accessible at <https://status.betterup.co/>. BetterUp may adjust the measure of availability to account for any exclusions applicable to such period.

3. Support Plan:

BetterUp will provide all necessary resources to support troubleshooting and implementation of the BetterUp Platform. When Company or a User reports to BetterUp an Error with the BetterUp Platform, BetterUp will assign the Error a priority level and provide the Company or User an Initial Response and Resolution as set forth in the table below.

Priority	Level	Initial Response Time	Resolution Time
Priority 1	Business Critical	Within 2 hours	72 hours
Priority 2	Degraded Services	Within 4 hours	72 hours
Priority 3	General Issues	Within 12 hours	
Priority 4	Low Priority	Within 24 hours	

Priority 1 - Business Critical: This status only applies to applications that are in production. It represents a complete loss of service or a significant feature that is completely unavailable, and no workaround exists. Does not include development issues or problems in non-production environments.

Priority 2 - Degraded Service: Includes intermittent issues and reduced quality of service. A workaround may be available. Does not include development issues or problems in non-production environments.

Priority 3 - General Issue: Includes product questions, time sensitive user requests, and development issues.

Priority 4 - Low Priority: Includes non-time sensitive user and feature requests.

4. Excluded Quarterly Times:

Notwithstanding any provision in this Agreement to the contrary, Excluded Quarterly Time will be deemed to have occurred if downtime:

- is caused by factors outside of BetterUp's reasonable control, including, without limitation, telecommunications provider-related problems or issues, internet access or related problems

occurring beyond the point in the network where BetterUp maintains access and control over the Services;

- results from any actions or inactions of Company or any third-party (except for BetterUp's agents and subcontractors);
- results from the Company's equipment, software or other technology, add-on services, or third-party equipment, software or other technology (except for equipment within BetterUp's direct control);
- occurs during BetterUp's scheduled maintenance for which BetterUp will provide at least forty-eight (48) hours prior notice;
- occurs during BetterUp's emergency maintenance (maintenance that is necessary for purposes of maintaining the integrity or operation of the Services), regardless of the notice provided by BetterUp;
- results from any alpha, beta, developer preview, development test bed environments, descriptions of similar import or not otherwise generally available BetterUp features or products; or
- periods of Unavailable Quarterly Time that are less than five (5) minutes of continuous unavailability in duration.

5. Disaster Recovery Objectives

BetterUp's Recovery Time Objective (RTO) is 24 hours, and the Recovery Point Objective (RPO) is 48 hours.
