

## **Exhibit A—NetDocuments Service Levels and Support**

### **1. Definitions.**

- 1.1. **“Downtime”** is any period during which Customer is unable to access or use a Service as a result of a Service Outage but excludes periods of Network Maintenance and Force Majeure Events.
- 1.2. **“Maintenance Window”** means periods of time when NetDocuments is performing scheduled Network Maintenance.
- 1.3. **“Network Maintenance”** means work on the ND Network to facilitate ongoing operations, including updates to the Services. Scheduled Network Maintenance will take place during Maintenance Windows. Emergency Network Maintenance may take place any time NetDocuments’ reasonably perceives a threat to the ND Network or the Services. The Services may not be available during periods of Network Maintenance.
- 1.4. **“Services Availability”** or **“Uptime”** for any 12-month period shall be the percentage determined by dividing (a) the net of the total number of minutes per year minus the total number of minutes of Downtime per year by (b) the total the number of minutes per year.
- 1.5. **“Services Outage”** means a period of time in which the ND Network is generally inaccessible to customers due to failures of the ND Network. Network Maintenance, Force Majeure Events, and failure of Customer Systems, including connectivity between Customer Systems and the Internet, are not Service Outages.

**2. Services Availability.** NetDocuments shall endeavor to maintain a 99.9% Services Availability per year, subject to Network Maintenance. NetDocuments will monitor Service Availability and will make Service Availability metrics available to Customer via the NetDocuments Trust website or a similar function. If Customer experiences what it believes is a Service Outage, Customer shall promptly notify Help Desk Support using the procedures described in Section 5 of this Exhibit. In the event of a Service Outage, NetDocuments shall restore the respective Service as soon as practical under the circumstances. NetDocuments shall use commercially reasonable efforts to provide Digital Notice of the status of the Service and correct issues and interruptions to the Services.

**3. Maintenance Windows.** Except for emergency Network Maintenance, NetDocuments will use reasonable efforts to provide 10 days’ notice of Maintenance Windows. Digital Notice will be provided, and the date and time of the Maintenance Window will be posted on the NetDocuments support webpage. Whenever possible, Maintenance Windows will be outside of business hours in Customer’s Service Region.

### **4. Credits for Service Outages.**

- 4.1. **Eligibility for Service Credits.** To be eligible for Service Outage Credits (as defined below), Customer must: (a) be in compliance with its obligations under the Agreement, including obligations regarding Customer Systems; and (b) log a report through the NetDocuments support website. The date/time stamp on the logged report through the NetDocuments support website reporting any Service Outage will be used as the commencement time for the calculation of any Service Outage Credits due. NetDocuments will post on the NetDocuments support website a date/time stamp verifying the end time of the Service Outage.
- 4.2. **Service Credits.** If Service Outages reported by Customer and confirmed by NetDocuments during any calendar year during the Term result in Service Availability of a Service falling below 99.9% on an annualized basis in such calendar year (the **“Service Credit Threshold”**), NetDocuments shall provide **“Service Outage Credits”** as follows with respect to such Service: All Service Outage incidents logged by Customer during the calendar year will be totaled at the end of the calendar year, and if requested by Customer within 30 days following the respective calendar year, will be evaluated against the following schedule to determine any Service Outage Credit due. The Service Outage Credit will be applied to the Customer’s next installment of its Subscription Fee following the end of the calendar year. If applicable, any “startup” months prior to the Billing Commencement Date identified in any Order are excluded from the calculation of any Service Outage Credits. Service Outage Credits will only be applied against future Subscription Fees. If Customer terminates the Agreement, any accrued and unapplied Service Outage Credits are lost. The parties agree that Service Outage Credits are a fair estimate of the damages that Customer will incur for each event for which a Service Outage Credit is granted in the Agreement, that the actual damages incurred by Customer in each such event would be difficult and costly to determine, and that Service Outage Credits are liquidated damages awarded in lieu of actual damages incurred by Customer. Service Outage Credits are the sole and exclusive remedy of Customer with respect to the incident or event with respect to which such Service Outage Credits are credited to Customer by NetDocuments, subject to and as limited by the provisions of Section 10 of this Agreement. If Customer is domiciled in Australia, this Section 4.2 shall not limit any remedy available to Customer under the ACL, if and to the extent the ACL applies.

Cumulative Services Outages Above Service Credit Threshold	Service Outage Credit (Number of days * annualized subscription fee for respective Service(s) / 365)
1 minute to 120 minutes	1 day
121 minutes to 240 minutes	2 days
241 minutes to 480 minutes	4 days
481 minutes to 960 minutes	8 days
961 minutes or more	16 days

**5. Priority Definitions and Target Responses for Service Outages.** The Service Outage priority definitions and target responses are as set forth below. Target response times and target status updates are provided by Digital Notice. NetDocuments shall cooperate with Customer to determine the priority level of an event reported by Customer. Adverse internet issues beyond NetDocuments' control may impact the stated time frames.

Priority Level	Scope	Target Initial Response Time	Target Status Update Time
1	Any Service Outage	45 Minutes	Hourly
2	Any failure of search, write or other material functions of a Service for general users that do not represent a Service Outage.	4 hours, if request is submitted during normal business hours in Customer's Service Region, or 16 hours if request is outside normal business hours	Once each business day
3	Any failure of a Service that affects the functionality of the Service for general users and is not a Priority 1 or Priority 2 request.	24 hours, if request is submitted during normal business hours in Customer's Service Region, or 48 hours if request is outside normal business hours	As Needed

**6. NetDocuments Help Desk Support.** Help Desk Support is the means by which NetDocuments provides technical advice to Customer by Customer's Administrative Contacts or Help Desk Contacts designated by Customer. Training of Service Users and Services support other than that listed above is to be provided by Customer's information technology staff, and NetDocuments has no obligation or responsibility to provide Help Desk Support (or any other support) directly to Service Users or to provide any technical support for software or services not provided by NetDocuments as part of the Services or with respect to Customer Systems.

6.1. Requesting Help Desk Support From NetDocuments. Help Desk Support is available to Customer's Administrative Contacts or Help Desk Contacts 24 hours/day, 7 days/week, 52 weeks/year on an as-available basis. Customer's Help Desk Contacts can submit support requests as follows:

6.1.1. Requests through Support System. Requests may be submitted at <https://support.netdocuments.com> (or by such other digital means as directed by NetDocuments from time to time by Digital Notice). Follow-up of a request can be provided either via phone or digital means at the discretion of NetDocuments Help Desk Support personnel.

6.1.2. Telephone requests. Telephone requests shall be to the telephone number provided on the NetDocuments support website. Requests should include the following information: the name and customer association of the individual submitting the request, asserted priority level, date and time of the occurrence, complete description of the issue, including steps to recreate the problem, the text of any error messages, and relevant information about the Service User's environment. At the request of Customer, NetDocuments Help Desk Support personnel may have limited access to Customer Systems or Customer Repository Data to resolve support issues. Customer agrees it will use all reasonable efforts to ensure Customer Repository Data it shares with NetDocuments Help Desk Support personnel does not contain Personal Data or sensitive information. Help Desk Support may be provided by NetDocuments personnel or subcontractors in regions other than Customer's Service Region. If Customer's policies or applicable law restricts the access to or use of Customer Repository Data outside of a specific geographic location, Customer must notify NetDocuments Help Desk Support personnel prior to sharing any Customer Repository Data.