

Exterro Hosted/SaaS: Standard and Premium Support Services – Service Level Objectives (SLO)

This document describes the support services that Exterro provides for our Customers that purchase SaaS applications. Capitalized terms not defined herein shall have the meaning set forth in the Agreement between Customer and Exterro.

Technical Support Services

During the Subscription Term, Exterro shall use reasonable efforts to resolve support tickets, defined below. Unless stated otherwise, Support does not include: implementation services; configuration services; integration services; customization services or other custom software development; support for modifications of the Exterro Software by any person other than Exterro or a person acting at Exterro's direction; support for development materials; training or "how-to" assistance with administrative functions; other professional services; corrections of immaterial defects in the product or corrections that will degrade the Subscription Service.

1. Standard Support: Included at no extra cost when purchasing our products.

Standard Technical Support: All Standard Support tickets are sent to a support queue, and tickets are automatically assigned to a Technical Support Engineer based on priority and arrival time into the queue. Standard hours of operations and initial response times by priority are as outlined below.

2. Premium Support: Available at an additional cost to the Standard Support offering.

Additional features exclusively for Premium Support Customers are:

- **Premium Technical Support:** All Premium Support tickets will be sent to a separate specialized support queue monitored by a Support Manager that will triage each ticket and ensure the best skilled technical resource is assigned to address the nature and severity of the support ticket. The Premium Support also offers expanded hours of operations and enhanced initial response times for support tickets as outlined below.
- **Professional Services:** Five, (5) Professional Services hours will be made available to Premium Support customers that can be used for any Professional Service offerings at the customer's discretion at no additional cost during the subscription year.
- **Customized Training:** Training will include a 1 day live remote training session for a maximum of 10 students at no additional cost for Premium Support customers. When requested by the customer, an Exterro Training Professional will engage, evaluate and discuss any training needs directly with the customer and customize training to fit the needs of the customer.
- **Customer Success Management:** A Customer Success Manager will offer additional proactive services to ensure strategic alignment. These services include.
 - Fully customized strategic business reviews
 - Quarterly or monthly review with a Customer Success Manager and Customer Product Owner
 - Yearly roadmap review with Product Leadership

Exterro will use commercially reasonable efforts to respond to the Support request in the following target time frames:

Nature of Priority	Technical Support - Priority Definitions	Standard Support - Initial Response Time Target	Premium Support – Initial Response Time Target
P1-Urgent	<ul style="list-style-type: none"> “P1-Urgent” The service is down, or not accessible by any users 	<ul style="list-style-type: none"> Initial Response within 1 hour, 24x7 	<ul style="list-style-type: none"> Initial Response within 30 minutes, 24x7
P2-High	<ul style="list-style-type: none"> “P2-High” A mission critical issue in a production instance with no available workaround, or a non-production system is down or not accessible by any users. 	<ul style="list-style-type: none"> Initial Response within 2 business hours, excluding USA federal holidays 	<ul style="list-style-type: none"> Initial Response within 1 business hour, excluding USA federal holidays
P3-Medium	<ul style="list-style-type: none"> “P3-Medium” A Non-mission critical issue or mission critical issue with available workaround, degradation of performance, "How-To" questions, or system unavailable that does not qualify as P1 or P2. 	<ul style="list-style-type: none"> Initial Response within 12 business hours, excluding USA federal holidays 	<ul style="list-style-type: none"> Initial Response within 8 business hours, excluding USA federal holidays
P4-Low	<ul style="list-style-type: none"> “P4-Low” A minor or cosmetic issue that does not qualify as a P1, P2, or P3, an enhancement requirement, or a reporting request. 	<ul style="list-style-type: none"> Initial Response within 16 business hours, excluding USA federal holidays 	<ul style="list-style-type: none"> Initial Response within 16 business hours, excluding USA federal holidays

**For the purposes of this policy, “Business Day” shall mean that Support is available weekdays from 6 AM to 9PM EST, excluding national holidays in the United States. Our Technical Support team is on call 24/7/365 to support any high priority issues (P1) that might arise after hours.*

Case Logging and Case Logging and Monitoring

New tickets can be created through email or by logging online at any time from the Exterro Support Portal at <https://support.exterro.com>. All tickets can be tracked and managed from the Support Portal, 24/7/365.

To ensure speedy resolution, the Customer contact who logged the case must be readily available throughout the time period that the case is being worked on. For Priority 1 cases, Exterro Support will work on the case until one of the following states is reached:

- The problem is resolved.
- The Support Analyst is able to provide a reasonable and mutually acceptable alternative solution.
- The Customer contact who created the ticket, or the person listed as the contact, is unavailable or abandons the case.
During the case resolution process, you are required to involve the appropriate number and level of staff needed to work with Exterro on the issue effectively.

Closing a Support Case

A case is closed only when one of the following occurs:

- The case is resolved, i.e. the Customer contact and our Support Analyst mutually agree on a solution to the issue. This may include an alternative solution, configuration change, or the provision of additional software.
- The issue is found not to be due to any deficiency in the Exterro Software or Subscription Services.
- A resolution can be provided only by an enhancement to the Exterro Software, and the enhancement has been identified as a candidate for future releases. All enhancements remain as candidates until released or deemed inappropriate at a future date.
- A resolution can be provided only by a change to existing functionality in the Exterro Product, and it is determined by Exterro, in its reasonable discretion, that such a change is not suitable and therefore no further action will be taken.
- A resolution can be provided only by in-depth knowledge transfer that must be obtained through engaging Training or other Professional Services.
- A resolution can be provided only by engaging Professional Services to assess any environmental customization, design or architectural influences that might be directly causing or contributing to the issue. This is most likely to occur when the issue cannot be reproduced in a baseline environment.
- The case has been left open for ten consecutive business days, while waiting for a response from the Customer contact who created the case. Exterro Support will send automated reminders to the ticket requester on day two, day six, and a final reminder on day 9 but if there is no response for 10 consecutive days, we will close the case

Case Escalation

Exterro strives to provide its customers with the best support for issue resolution. If it appears that an issue is not being resolved quickly enough, escalation can occur in one of the following ways:

- **Automated Escalation:** Exterro employs automated internal escalation to various resources based on the severity of the issue and the length of the time an issue is open.
- **Proactive Escalation:** Exterro premium support can escalate an issue at any time if additional resources are required. Additionally, our Support Manager reviews issues to ensure progress towards resolution at a reasonable pace given the priority of the issue.
- **Customer Initiated Escalation:** You can request escalation of an open issue; at which time we will assess the issue to quickly determine the cause(s) and work towards a solution. You can make your request through the online customer portal, or your Account Manager assigned to you who will, in turn, engage a Support Manager to work with you through the escalation process.

Customer Responsibility

Exterro relies on our customer to provide detailed information in the process of properly diagnosing a problem. Failure to provide detailed information at the beginning of the process will result in a delayed resolution.

- For Premium Support customers, Email and portal submissions are the only methods to reach the Premium Support team.
- Ticket information is to include but not limited to: Any appropriate logs, screenshots, offending data, product, version and basic steps to reproduce any issue.
 - Failure to provide the necessary information to our support staff will delay or prevent Exterro's ability to provide a solution or workaround.
- Forensic customers must have an active maintenance contract with Exterro to expect support. Exterro support may request a license number from the customer to validate active maintenance.
- Exterro will assign the priority level of each support ticket based on the definitions outlined in the Support Ticket Matrix. The customer must describe the issue that aligns with a priority level when the customer opens a support ticket. Exterro will assume any ticket is a P3 unless advised otherwise by the customer when the customer initiates a support ticket.

Development Engineering Escalation Policy

Exterro Support will always strive to solve, or provide a workaround, whenever possible, however, should the need to escalate a support ticket to involve development assistance and provide updates that align with the priority level of the Support Ticket

Exterro Hosted - Maintenance and System Availability – Service Level Agreement (SLA)

This document describes the hosting services, and software maintenance that Exterro provides for our Customers. Capitalized terms not defined herein shall have the meaning set forth in the Agreement between Customer and Exterro.

1. Updates

Exterro delivers different types of software releases during the life of a product. Most release types are available for download from the Exterro Support Portal.

Included in Subscription Service

“Updates” are Exterro’s releases of the Subscription Service for repairs, enhancements or new features applied by Exterro to Customer’s instances of the Subscription Service at no additional fee during the Subscription Term. Exterro, alone, has the discretion to provide new functionality either: (i) as an Update included in the current Subscription at no additional fee, or (ii) as different Software or Service for a separate fee. Exterro determines whether and when to develop, release and apply any Update to Customer’s instances of the Subscription Service.

Notice of Updates, Maintenance Downtime

Exterro shall use reasonable efforts to give Customer thirty (30) days’ notice of any Update to the Subscription Services or the Exterro Platform. Exterro shall use reasonable efforts to give Customer seven (7) days’ notice of any upgrade to the infrastructure network, hardware or software used by Exterro to operate and deliver the Subscription Service, if Exterro in its reasonable judgment believes that the cloud infrastructure upgrade will impact Customer’s use of its production instances of the Subscription Service. Exterro will perform regular maintenance of all hosted sites. Maintenance will be performed typically on Thursday nights, in a window that extends from 9:00 p.m. to around 5:00 a.m. (Eastern Standard Time) the following morning. Exterro will use commercially reasonable efforts to limit the period of time during which the Subscription Service is unavailable due to the application of Updates to no more than two (2) hours per month (“Maintenance Downtime”).

Notwithstanding the foregoing, Exterro may provide Customer with a shorter, or no, notice period of a necessary Update, in Exterro’s reasonable judgment, to maintain the availability, security or performance of the Subscription Service for Customer or other Exterro customers.

Patch Maintenance for the Application

Exterro will perform regular maintenance for all hosted sites. Exterro will provide a notice at least 24 hours in advance regarding all patch maintenance that may affect the Availability of the Subscription and Hosting Services.

Patch for Operating Systems and any vulnerabilities for third party software

Exterro Software supports several databases, operating systems, web servers and application systems. The Product Development and Support teams are constantly reviewing patches provided by third-party vendors for any vulnerabilities or improvements in their applications. Before applying patches that may affect the Availability of the Subscription and Hosting Services, we will make commercially reasonable efforts to communicate with the Customer contact to provide notice at least 24 hours in advance. However, urgent vulnerability or Operating System patches may be applied without notice. Some Operating Systems (OS) patches are performed by our hosting partner in coordination with Exterro’s technical support and hosting teams.

Monthly Releases

Monthly Releases feature new capabilities, new supported environments, quality improvements, scalability, performance gains and architectural enhancements. Major Releases are fully regression tested and typically require a full uninstall/reinstall of the Exterro product.

Bi-Weekly Releases

Bi-weekly Releases are also incremental fixes to a Monthly Release but are not made available for all Products. Bi-Weekly Releases are subject to full regression testing and are the accumulation of all previous Bi-Weekly Releases for a specific Monthly Release. Bi-Weekly Releases do not generally provide updates to supported environments or add new capabilities. Note that a Bi-Weekly Release is applied to a Monthly Release and installs only files that have been changed.

Hot Fixes

Hot Fixes are limited corrections of specific issues reported by one or more customers. Hot Fixes do not address customer enhancement requests. Not all Defect corrections can be delivered as Hot Fixes. Due to their urgency, Hot Fixes undergo only targeted testing of specific fixes rather than a full regression testing. If the issue is not causing a major business impact, we recommend that you wait for a scheduled Bi-Weekly Release, which will be fully regression tested. Hot Fix corrections, once fully regression tested, are automatically included in the next Bi-Weekly Release.

Documentation

Updated Product Documentation is provided with each Monthly Release. The documentation details new features, enhancements, and may incorporate user feedback which has been provided to us. Documentation can be downloaded from the Support Portal.

Release Schedules

Exterro generally targets a Release every month with some Bi-Weekly Releases available as needed.

API Support

Exterro APIs function in accordance with their documentation, and Exterro's support obligation is limited to the functionality delivered as part of the Subscription Service. Exterro is not responsible to support Customer's information systems, or its internal functions, and third-party products or services which may use Exterro APIs. Exterro disclaims any Service Level failure attributable to Customer's acts or omissions with regard to Customer's use of APIs in such internal systems. Upon Customer request, Exterro may assist in diagnosing and resolving issues related use of Exterro APIs with their systems; however, Customer acknowledges such support is outside of Exterro's support obligations and Exterro is not responsible for providing a fix. Requests for such support shall be designated as a P3 Support request.

2. Availability Service Level

Availability.

Exterro's Availability service levels are based on a 24/7/365 basis. "Available" means that the Subscription Service can be accessed by Customer via a secure password protected web site(s) hosted by Exterro, and will operate in accordance with the Product Documentation, except for: (i) Maintenance Downtime in an amount no more than two (2) hours per calendar month; and (ii) downtime caused by circumstances beyond Exterro's reasonable control, including without limitation, selected Force Majeure Events, such as, for example, general Internet outages, failure of Customer's infrastructure or connectivity (including availability without limitation, direct connectivity and virtual private network (VPN) connectivity to the Subscription Service), computer and telecommunications failures and delays not within Exterro's control, and network intrusions or denial-of-service or other criminal attacks ("Excusable Downtime"). The Subscription Service will be available at least 99.9% of the time during each month, excluding Excusable Downtime ("Uptime Commitment").

Monitoring & Notifications

Availability is monitored systematically with alerts to any outage and those alerts are monitored by our Development and Deployment Teams. In the event of an unplanned outage, our Development Team begins to work the issue and notifies our Support team. The Support team will become the point of contact and will notify our customers of the outage, provide updates as needed, and will also send an all clear once the system is back online.

Calculation of Subscription Service Availability

Subscription Service Availability = (total hours in month – Excusable Downtime) X .999.

By way of example, in a normal 30-day month, in which there are no uncontrollable events, Subscription Service Availability will be (30 (days) X 24 (hours) – 2 (hrs. Maintenance)] X .999 (uptime percentage) = 717.282 hours. For any time, the Subscription Service Availability is less than 717.282 hours in that reporting period, the Service Level credit applies.

Failure to Meet Availability Service Levels

In the event Exterro does not meet one or more of the requisite Availability Service Levels, Exterro shall: (a) reduce the next applicable Subscription Services Fees invoice to Customer by the amount of the applicable Performance Credits (defined below) as a credit and, (b) use its best efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, Exterro will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.

Upon Customer request Exterro shall provide a monthly Availability report. If said report indicates Exterro’s failure to meet Availability objectives Exterro will, on Customer request, issue Customer a credit based on the percentage of annual Subscription Fees calculated in accordance with the table Below. Such credit will be applied against subsequent invoices.

Availability Percentage in any Month	Performance Credit
Less than 99.90% but at least 98.00%	5% of the Annual Subscription Fee divided by 12
Less than 98.00% but at least 95.00%	8% of the Annual Subscription Fee divided by 12
Less than 95.00% but at least 90.00%	10% of the Annual Subscription Fee divided by 12
Less than 90.00%	13% of the Annual Subscription Fee divided by 12

If Exterro fails to meet its Uptime Commitment in three consecutive months during any calendar year, Customer may terminate the Agreement and Exterro will refund any unused, prepaid Fees for the Subscription Services.