

Schedule C to the Spirion Software as a Service Agreement

Customer Support Services and Service Level Agreement

A. Support and Maintenance

1. As long as Customer continues to pay its Annual Subscription Fee, Spirion will provide maintenance, support, new releases and product upgrades to the products set forth in the applicable Quote.
2. Spirion will conduct regular maintenance. Spirion's standard maintenance window will be 9 AM to 6 PM ET Monday to Saturday. In the event maintenance is required outside the normal maintenance hours, Spirion will provide Customer with 24 hours' notice of the maintenance window.
3. All new releases and product updates made generally available to other Spirion customers using the System will be installed and configured as necessary during the term of this Agreement by Spirion. Customizations, product upgrades, or enhancements specifically tailored to Customer may be provided for an additional fee as set forth in an Order Form. Determination of whether specific modifications are customizations, upgrades, or enhancements will be made solely and exclusively by Spirion.
4. There will be no reductions in the functionality set forth in any Documentation unless the parties mutually agree otherwise.
5. Customer support is provided Monday through Friday from 9AM to 6PM ET, except during U.S. national holidays. Customer may request support by entering a support ticket with all technical user queries or issues on the Spirion Customer Success Center portal at <https://myguide.spirion.com/>. Customer should include contact information and a detailed description of the issue in the ticket. A support representative will respond with either a resolution or workaround, either by email or phone, as warranted by the ticket, within a 24-hour period. In the event that an issue is not resolved within the 24-hour period, Customer should promptly contact Spirion.

B. Service Levels

1. *Definitions.*
 - a. “**Availability**” means $(\text{total uptime minutes of the System in the month} / (\text{total minutes in month} - \text{total Maintenance minutes} - \text{any Excused Downtime minutes})) \times 100$, where Maintenance minutes equals the time taken for regular maintenance as defined in A.2.
 - b. “**Defect**” means any failure of the System to conform to the Documentation;

- c. **“Excused Downtime”** means the total minutes in the month during which the System was not available due to (a) any negligent or wrongful act or omission by Customer or its users; (b) any negligent or wrongful act or omission by Third-Party Vendors; or (c) any force majeure events or disruption in public internet access.
 - d. **“Severity Level 1 (Critical Impact)”** means a Defect resulting in the loss of service, or critical business functions with no possible bypass, recovery, or other Workaround. All Severity Level definitions and assignments are determined solely by Spirion. For a Severity Level 1 problem, a Defect must severely impact production to a point where work cannot continue until the problem is resolved. If resolution requires a software fix, it may be delivered outside of the normal release cycle for issues that cannot be resolved or worked around until the next release is deployed;
 - e. **“Severity Level 2 (Major Impact)”** means a Defect where production is significantly impacted or degraded. For a Severity Level 2 problem, the Software is impaired, but Customer can perform critical business functions and no data is being corrupted. If resolution requires a software fix, it may be delivered outside of the normal release cycle for issues that cannot be resolved or worked around until the next release is deployed;
 - f. **“Severity Level 3 (Minor Impact)”** means any Defect (i) that does not fall into the categories of Severity Level 1 or Severity Level 2 problems, or (ii) that was previously categorized as a Severity Level 1 or Severity Level 2 problem, or still exists as a result of such problems, but for which Spirion provided an acceptable Workaround. If resolution requires a software fix, such resolutions will be addressed in a generally-available release. The scheduling of software fixes and releases will be determined by Spirion; and
 - g. **“Workaround”** means a temporary or permanent solution to a Defect that allows the Software to regain functionality in accordance with the Documentation, or reduces the severity of the Defect.
2. Spirion, with Customer's reasonable assistance, will work diligently to resolve each Severity Level 1 problem or implement an acceptable Workaround within twenty-four (24) clock hours after Spirion receives notice of such problem.
 3. Spirion, with Customer's reasonable assistance, will work diligently to resolve each Severity Level 2 problem or implement an acceptable Workaround within forty-eight (48) clock hours after Spirion receives notice of such problem.
 4. Spirion will resolve Severity Level 3 problems or implement an acceptable Workaround in a future generally available release or otherwise upon a schedule determined by Spirion.

5. Spirion will ensure an Availability of the Software of 99%, twenty-four (24) hours per day, seven (7) days per week, including all legal holidays during the Term of the Agreement.

6. If Spirion fails to comply with the provisions of Sections B.2, B.3 or B.5 above (relating to Severity Level 1 and Severity Level 2 problems and Availability failures) more than three (3) times in a single calendar month, Spirion will refund to Customer an amount equal to one-twelfth (1/12) of the annual License Fee, but only to the extent Customer paid Spirion such License Fees pursuant to the most recent quarterly invoice which was due and payable. The remedies set forth in this Section B.6 constitute Customer's sole and exclusive remedies for any breach of or noncompliance with the service level agreements set forth in this Section B.
