

Service Level Agreement

Effective: September 1, 2019

This Service Level Agreement (“SLA”) for the easyDITA services (the “Services”) sets forth the support service levels for the applicable Subscription Tier of Services to which You have subscribed. This SLA for the Services shall not apply to any Services to which a separate service level agreement is explicitly set forth in an applicable Order Form or for which the applicability of this SLA is explicitly excluded in an applicable Order Form. Terms used but not defined herein shall have the respective meanings given to them in the Terms of Service.

Support Package	Essential	Team	Professional	Business
Case Limit	Unlimited	Unlimited	Unlimited	Unlimited
Email Support	●	●	●	●
Email and support.easydita.com Support Hours for all issues other than Severity 1		6AM – 1AM GMT 2AM ET – 9PM ET Monday - Friday		6AM – 1AM GMT 2AM ET – 9PM ET Sunday - Saturday
Severity 1 issue Support Hours (email and support.easydita.com)	6AM – 1AM GMT 2AM ET – 9PM ET Monday - Friday	24/7		
Phone Support	N/A	N/A	N/A	●
Phone Support Hours	N/A	N/A	N/A	7AM – 9PM GMT 3AM ET – 5PM ET Monday - Friday
Authorized Phone Support Contacts in your organization	N/A	N/A	N/A	1 per 10 Author Users
Customer Success Manager Dedicated to your organization	N/A	N/A	N/A	●
Senior Architect Dedicated to your organization	N/A	N/A	N/A	N/A
Issue Classification	N/A	N/A	N/A	●
Response and Resolution Time	N/A	N/A	N/A	●
Issue Escalation	N/A	N/A	N/A	●
Required Monthly Availability	99%	99.5%	99.5%	99.9%

N/A – Not Available

A – Available as an additional Module

● – Included

1. Definitions

All capitalized terms used in this Exhibit will have the meanings given to them in the Agreement unless otherwise stated in this Exhibit. As used in this Exhibit, the following capitalized terms have the following meanings:

“Excused Downtime” means the total number of minutes in the applicable month that the Services are unavailable due to downtime authorized by You.

“Impact” means the extent of deviation from the normal service level, in terms of the number of Users or business processes affected.

“Issue” means an unscheduled or unanticipated incident that adversely affects the delivery of the Services by Us to You.

“Required Monthly Availability” means the total number of minutes in the applicable month, minus the Excused Downtime and the Scheduled Downtime.

“Services Availability Percentages” means the percentage of Required Monthly Availability the system was available.

“Subscription Tier” means the level of access to the Services You select. Selection of a Subscription Tier is required prior to gaining access to the Service.

“Resolution” means that We have resolved an Issue to Your reasonable satisfaction.

“Response” means Our response to You regarding an Issue, beginning as soon as We receive notice of an Issue, including telephone or email notification.

“Scheduled Downtime” means the total number of minutes in the applicable month that the Services are unavailable due to Our scheduled maintenance and repair.

“Services Request” means any request made to Us by You for the purpose of invoking Our assistance and engagement for any service and support related activity.

2. Maintenance and Support Services

We will provide the maintenance and support services set forth herein as part of the Services. Such services are available to You employees, contractors and authorized personnel.

2.1 Help Desk Support

- Our support help desk (“Help Desk”) is available fourteen (14) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year on a worldwide basis. Support is provided in the English language, and in additional languages, as requested by You for local support.
- You may create a Support Ticket at support.easydita.com, or call Our Help Desk at 1-877-492-2960, if available in purchased support package, or email Our Help Desk at support@easydita.com. For all Subscription Tiers except the easyDITA Essential Subscription Tier, You must create a Support Ticket for Severity 1, Severity 2 and Severity 3 Issues. All emails will be considered Severity 4 Issues.
- Communication directly with an account manager, project manager, technical contact, or management contact is not covered by Issue Response and Resolution Times.
- We will keep a Services Request open until We have resolved the Services Request to Your reasonable satisfaction.

2.2 Emergency Support

We will provide emergency maintenance and support services for those failures or nonconformities which impair You from normal processing. You will notify Us verbally and in writing when such an occurrence arises. As soon as possible after receiving a request for emergency maintenance and support services, We will notify You of the planned methodology resources and timeframe to correct such failures or nonconformities. Unless expressly agreed otherwise by the parties in writing, We will respond by telephone (twenty-four (24) hours a day, seven (7) days a week) to any request for emergency maintenance and support services. In no event, will Our Response timeframe be greater than the Severity 1 Response time set forth herein.

3. Our Support Response and Resolution Commitment

3.1 The following Issue Classifications will be provided according to Your selected Subscription Tier:

easyDITA Essential Subscription Tier:

No priority levels are assigned under this Subscription Tier.

Other Subscription Tiers:

We will assign a priority level (Severity 1, Severity 2, Severity 3, or Severity 4) to each Issue, according to the criteria described in the following table:

Severity Level	Definition
Severity 1	Services are unavailable for all Users
Severity 2	Services prevents You from executing one or more critical business processes for a substantial number of Users, or Services are usable with limited capabilities and/or intermittent interruptions which have serious business Impact.
Severity 3	Services disrupt important business processes for less than a substantial number of Users. No commercially reasonable workaround available.
Severity 4	Disruption of important business processes where a workaround is available or functionality is not imperative to Your business operations. Disruption does not have a significant impact on Your business operations, but may impair nonessential functions of the Services or adversely affect the use of the Services.

3.2 The following Issue Response and Resolution Times will be provided according to Your selected Subscription Tier:

easyDITA Essential Subscription Tier:

No Issue Response and Resolution Times are assigned under this Subscription Tier.

Other Subscription Tiers:

We will meet the following Issue Response and Resolution times. You may request a Response and Resolution report not more than once per Quarter.

easyDITA Team and Professional Subscription Tiers:

Issue Severity	Response Time	Resolution Time
Severity 1	< 90 minutes	< 8 hours
Severity 2	< 8 hour	2 days
Severity 3	< 8 hours	4 days

Severity 4	<48 hours	N/A (resolution not guaranteed)
------------	-----------	---------------------------------

easyDITA Business Subscription Tier(s):

Issue Severity	Response Time	Resolution Time
Severity 1	< 30 minutes	< 4 hours
Severity 2	< 4 hour	48 hours
Severity 3	< 8 hours	4 day
Severity 4	<24 hours	N/A (resolution not guaranteed)

3.3 Services Credits

EasyDITA Essential Subscription Tier:

No services credits for Resolution Times are offered under this Subscription Tier.

Other Subscription Tiers:

Within five (5) business days of the start of each calendar month, We will provide You with a written report of Our Resolution percentages for Severity 1, Severity 2 and Severity 3 Issues, for the prior calendar month, and in Our format. If We fail to maintain the required Resolution percentages set forth below in any given month for Severity 1, Severity 2 and Severity 3 Issues, We will apply a credit to Your monthly Services fee for the following month, in an amount equal to the applicable credit percentages set forth below. In the case of termination or expiration, We will issue a credit to You within thirty (30) days of such termination or expiration.

<u>Services Level Percentages</u>	<u>Credits</u>
95.00% - 100%	0%
80.00% - 94.99%	10%
75.00% - 84.99%	20%
<75.00%	35%

3.4 Issue Escalation

EasyDITA Essential Subscription Tier:

Issue Escalation is not provided under this Subscription Tier.

Other Subscription Tiers:

Your authorized support personnel may escalate Issues to Our senior management.

4. Services Availability

4.1 Availability Percentage

We will use commercially reasonable efforts to ensure the Services are available (i.e., accessible and usable) at the monthly guaranteed uptime for and offer the service credit available for each Subscription Tier as set forth below. At Your request, You and We will engage in an annual review of industry standards and practices to determine if an improved percentage is appropriate. If We fail to meet the Required Monthly Availability, We will issue You a service credit in an amount equal to the applicable service credit percentages set forth below for the corresponding Services Availability Percentages for such Subscription Tier, based on the calculated or real total applicable subscription spend for that month, where applicable subscription refers only to the subscription for the impacted service or services:

easyDITA Essential Subscription Tier:

Required Monthly Availability: at least 99.0%

<u>Services Availability Percentage</u>	<u>Service Credit Percentage</u>
99.00% - 100%	0%
97.00% - 98.99%	5%
95.00% - 96.99%	10%
90.00% - 94.99%	35%
< 90.00%	50%

easyDITA Team and Professional Tiers:

Required Monthly Availability: at least 99.5%

<u>Services Availability Percentage</u>	<u>Service Credit Percentage</u>
99.5% - 100%	0%
97.00% - 99.49%	5%
95.00% - 96.99%	10%
90.00% - 94.99%	35%
< 90.00%	50%

easyDITA Business Tier:

Required Monthly Availability: at least 99.9%

<u>Services Availability Percentage</u>	<u>Service Credit Percentage</u>
99.9% - 100%	0%
98.00% - 99.99%	5%
95.00% - 97.99%	10%
90.00% - 94.99%	35%
< 90.00%	50%

Usage Limitations for Jorsek Portal and SLAs

The SLA for Jorsek Portal systems and APIs follow the standard SLA for easyDITA, except for Services Availability and Performance, which is defined below. This SLA covers 2016 Jorsek Portal Delivery systems, the Content Delivery API and the Audience API (collectively, Delivery APIs), but not the Contribute API, Output API, or Repository API (collectively, CMS APIs). This SLA also covers any Jorsek managed Render Systems (collectively, Render Systems and Delivery APIs are referred to as 'Services', below).

Services Availability for Managed Render Systems and Delivery APIs

Availability Percentage

We will use commercially reasonable efforts to ensure the Services are available (i.e., accessible and usable) at least 99.9% of the Required Monthly Availability. "Required Monthly Availability" means accessible and usable 24 hours a day, 7 days a week. At Your request, You and We will engage in an annual review of industry standards and practices to determine if an improved percentage is appropriate.

Services Credits

If We fail to meet the Required Monthly Availability, We will issue You a service credit in an amount equal to the applicable service credit percentages set forth below for the corresponding Services Availability Percentages, based on the total applicable subscription spend for that month, where applicable subscription refers only to the subscription for the impacted Service or Services:

Jorsek Portal Delivery

Services Availability Percentage		Service Credit Percentage of Subscription Spend
Basic	Scale	
99.50% - 100%	99.90% - 100%	0%
99.00% - 99.49%	99.50% - 99.89%	10%
98.00% - 98.99%	99.00% - 99.49%	20%
97.00% - 97.99%	98.00% - 98.99%	35%
95.00% - 96.99%	95.00% - 97.99%	50%
<95.00%	<95.00%	90%