



Service Level Agreement

Support Response Times

- Kadence will apply the following service levels. Kadence' (or the authorized reseller's as appropriate) End User support is hereafter referred to as "First Line Support". The end users (and as appropriate, authorized resellers) are further supported by "Kadence Technical Support".
- Service requests made by Users will be handled in accordance with the following procedures. First Line Support shall use all reasonable and technically feasible means to diagnose and provide problem resolution for all problems reported by an End User.
- When the User requires support, First Line Support is responsible for logging the contact and assigning an Urgency Level described below. First Line Support has responsibility for ensuring that the User understands, and is satisfied with, the actions that First Line support will take and the timing of those actions.
 - **Urgency Level 1** Definition: a pervasive problem impacting the function of the whole installation, the denial of analytics data across the whole installation and/or where the inability to connect via Integrations (only with respect to Kadence's system and software) is restricting the End User's ability to conduct business.
 - **Urgency Level 2** Definition: a problem impacting the functional analytics data. Not impacting the ability to connect via Integrations. Minimal impact on the End User's ability to conduct business.
 - **Urgency Level 3** Definition: Little or no impact on the End User's ability to conduct business.
 - **Urgency Level 4** – Definition: No impact on the End User's ability to conduct business.

| Urgency Level | Company response requirements | Joint action plan | Status updates | Interim fix target | Resolution target |
|---------------|---|-------------------------|------------------------------------|--|---|
| 1 | Within 24 hrs | Within 48 hrs | Per action plan > 1 every 24 hours | 24 hours, fix problem or provide workaround. Work to downgrade to severity 2 | Within 24 hours fix problem or provide workaround. Work to downgrade to Urgency Level 2 |
| 2 | Within 72 hrs local time: otherwise next business Day | Within 4 business days | Per action plan -> twice per week | N/A | Provide a solution / fix within an average of 20 days |
| 3 | Within 5 business days | Within 15 business days | Per action Plan -> once per week | N/A | Within an average of 30 days, provide a solution or a a plan to resume service |
| 4 | Engineering review / Respond within 30 days of the escalation | | | N/A | Within an average of 30 days, provide a solution or a a plan to resume service |



Uptime

This SLA covers Kadence's obligation to provide the Kadence Covered Services to be operational and available to the User at least 99% of the time in any calendar month (the "Kadence Service Level Agreement (SLA)"). If Kadence does not meet the SLA, and the authorized reseller or the user as appropriate will be eligible to receive the service credits described below. Subject to contract, this Kadence SLA states the sole and exclusive remedy for any failure by Kadence to meet the SLA.

- **Definitions:**

The following definitions shall apply to this SLA

- **"Downtime"** means if there is more than a five percent user error rate. Downtime is measured based on server side error rate.
- **"Kadence Covered Services"** means the Software.
- **"Monthly Uptime Percentage"** means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- **"Service Credit"** means the following that Kadence will add a certain number of days of

| Monthly Uptime Percentage | Days |
|---------------------------|------|
| ≥95% - < 99% | 3 |
| >90% - ≤ 95% | 5 |
| <90% | 10 |

User must request service credit. In order to receive any of the service credits described above, User must notify Kadence within thirty days from the time the user becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit user's right to receive a service credit.

- **Maximum Service Credit:** The aggregate maximum number of service credits to be issued by Kadence to User for all downtime that occurs in a single calendar month shall not exceed fifteen days of service added to the end of user's term for the service (or the value of 15 days of service in the form of a monetary credit to a monthly-billing User's account). Service credits may not be exchanged for, or converted to, monetary amounts.
- **Kadence SLA Exclusions:** The Kadence SLA does not apply to any services that expressly exclude this Kadence SLA (as stated in the documentation for such services) or any performance issues: (i) caused by "Force Majeure" or (ii) that resulted from the user's equipment or third party equipment, or both (not within the primary control of Kadence).