

Support Service Level Agreement (SLA)

- 1. Purpose. This Support and Service Level Agreement (SLA) set the target level of support provided by KloudGin Inc. ("KloudGin") in conjunction with KloudGin's Software-as- a- Service offerings purchased by Client (the "Purchased Services").
- 2. Hours of operation/exclusive remedy for service unavailability. KloudGin operates the services 24x7x365 with a monthly uptime target of 99.5%, excluding any Scheduled Downtime or Third Party Unavailability.
- "Third Party Unavailability" shall mean (i) any loss of the availability of Services outside of the control of KloudGin, including but not limited to any loss of service to a User due to a force majeure event (as defined in KloudGin's Terms of Service) or the performance of that User's Internet browser, Internet Connection, or any other Internet-related performance issue, (ii) any technical issue originating at Client or at a Client vendor (other than KloudGin or KloudGin's third party hosted data center) and not caused in any way by KloudGin, or (iii) any downtime due to failures in Client provided software or Client back-end data sources which cause the hosted software functionality being rendered unavailable or operating with degraded performance.
- "Scheduled Downtime" shall mean: (a) the period of time which KloudGin and its third party hosted data center conduct periodic scheduled system maintenance during the planned published windows of time; and (b) other scheduled maintenance for which KloudGin provides advance notice, which will be at least 48 hours' notice unless repair of a Severity 1 or Severity 2 Issue (see below) requires scheduling downtime less than 48 hours in advance. KloudGin will take commercially reasonable measures to ensure that Scheduled Downtime is conducted during the specific maintenance windows noted below. Scheduled downtime occurring outside of these windows will be calculated as Unavailability. The maximum Scheduled Downtime in a month will not exceed three (3) hours.

The general maintenance window for Scheduled Downtime will be 12:00 a.m. to 3:00 a.m. EST on a Saturday or Sunday morning.



3. <u>Severity Classifications:</u> The following table defines the standard severity classifications that are used for incidents. KloudGin shall use commercially reasonable efforts to respond within the Target Response Time and the Target Resolution Time identified for each level below. The Target Response Time shall mean the time that KloudGin will log the issue in the incident reporting system and deliver the incident number to the reporter. The Target Resolution Time shall mean the time within which the support/development issue will have been resolved and the reporter notified the ticket is closed, starting from when the problem is logged into the system.

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SEVERITY	DESCRIPTION	Support (Response Time)	Response Level
1	Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available.	2 Hour	Initial response within the timeframe based on support level. The designated customer contact will be updated every 2 hours. Action to resolve will commence within 1 business hour.
2	Major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available.	4 Hours	Initial response within the timeframe based on support level. The designated Customer contact will be updated daily during business hours. Action to resolve will commence within 4 business hours.
3	One function or feature is not fully operable. The problem affects non-essential functions, has minimal impact to business operations, or a workaround is available; the problem is localized or has isolated impact.	1 Business Day	Initial response within the timeframe based on support level. The designated customer contact will be updated weekly regarding the progress. Action to resolve will commence within a week.
4	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available.	2 Business Day	Initial response within the timeframe based on support level. The designated customer contact will be updated weekly regarding the progress. Action to resolve will commence within two weeks.
5	Enhancement Requests. Request for a new feature that does not currently exist in the Hosted services	5 Business Day	Initial response within the timeframe based on support level. Requests will be logged and reported to Product Management and at their sole discretion will be included in the future release. If customer is willing to pay for customization, then a signed Change Order will be required prior to starting the work



- Enhanced 24×7 Email & toll-free phone support and Online support
- Dedicated KloudGin Success Manager
- Access to support and usage metrics
- Weekly touch point meetings
- Proactive Monitoring

Case Submission

Client users can contact KloudGin support in any of the following ways:

Case Submission	Premium Support
Online	Case submission is available through the Support in KloudGin Application via Case Management
Phone	Telephone support in English is available 24x7 by dialing +1-877-256-8303
Email	Case submission is available 24x7 by sending an email to support@kloudgin.com

Post Critical Incident (Severity 1) Communications

Post Critical Incident Meetings: Following any critical incident, upon Customer's request, the parties will meet to debrief regarding the incident response. To the extent possible the parties will collaborate to perform a root cause analysis and evaluate strategies designed to prevent a recurrence of such critical incidents.