

# Service Level Agreement

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#### 1. Service Level Agreement (SLA)

This Service Level Agreement ("SLA") is subject to the Agreement between AutoRABIT and Customer. "Agreement" means the Software License and Services. Agreement located at www.autorabit.com/agreement, unless there is a signed agreement between the parties, in which event the signed agreement will be deemed the "Agreement". At all times during the Subscription Term of the Agreement and for all Renewal Terms (if any), AutoRABIT's level of performance will meet or exceed the quantitative and qualitative performance standards for certain of the AutoRABIT Support Services as such standards are identified in this SLA (collectively, the "Service Levels"). Capitalized terms used in this SLA but not expressly defined in this SLA will have the meanings ascribed to them in the Agreement.

#### 2. Definitions

- "SaaS Infrastructure" means the physical servers, storage, and networking
  equipment that are hosted and managed by AutoRABIT to deliver the AutoRABIT
  SaaS Services either by direct hosting, hybrid hosting, or syndicated delivery
  models.
- "**Dedicated SaaS Instance**" means the customer is the sole tenant on specific instance of an AutoRABIT product instance.
- "Software" means the AutoRABIT Software.
- "Self-Hosted Software" means Customer is hosting the AutoRABIT Software on Customer's infrastructure.
- "Network" means the communications paths from the infrastructure to the router(s) providing the outside interface to each WAN interface and the communication paths from the infrastructure to AutoRABIT SaaS Services.
- "Outage" means the unavailability of the AutoRABIT SaaS Services other than due to Scheduled
  - Maintenance or Other SLA Exclusions.
- "Outage Time" is the measure of time of the Outage, calculated from the time the subject AutoRABIT SaaS Services become unavailable to the time full functionality is restored, as determined by AutoRABIT's monitoring facilities.
- "Scheduled Maintenance" means maintenance for which Customer has been notified in advance by AutoRABIT and which maintenance will take place during the Scheduled Maintenance windows set out in Section 4 of this SLA.

- "Scheduled Maintenance Time" means the measure of time in minutes when the AutoRABIT SaaS Services may become unavailable to Customer for purposes of Scheduled Maintenance.
- "Error" means an infrastructure or server software issue which renders the operation and use of the AutoRABIT SaaS Services or AutoRABIT Software in non-conformance with its documentation or the specified SLA.
- "Upgrades" mean new releases, bug fixes, problem determination and Error corrections, improvements, enhancements, extensions, revisions and updates to the AutoRABIT SaaS Services or AutoRABIT Software.

#### 3. Scheduled Maintenance

Scheduled Maintenance windows are indicated below as per time regional time zones:

U.S. Pacific Time	Sydney Time	UK Time	IST
(PT)			
Sunday 12:00 a.m.	Sunday 05:00 p.m.	Sunday 8:00 a.m. –	Sunday 12:30 p.m.
-2:00 a.m.	– 07:00 p.m.	10:00 a.m.	– 02:30 p.m.
Wednesday 12:00	Wednesday 05:00	Wednesday 08:00	Wednesday 12:30
a.m. – 1:00 a.m.	p.m. – 06:00 p.m.	a.m. – 09:00 a.m.	p.m. – 01:30 p.m.

#### 3.1 SaaS Maintenance

AutoRABIT will offer product upgrades pursuant to AutoRABIT's standard release cycle. AutoRABIT will notify Customer of all Upgrades and replacements/phase-outs as far in advance as is reasonably possible and will provide Customer all relevant release notes and other documentation as soon as possible after notification. AutoRABIT will use all reasonable efforts to minimize Customer downtime and schedule maintenance outside of Customer's normal business operating hours in the location from which the AutoRABIT SaaS Services will primarily be accessed. In addition, AutoRABIT will deliver prompt notice of any outage to the Customer designated contacts, which notice will be sent in advance for planned maintenance windows.

For customers on dedicated SaaS Instances, AutoRABIT will work with the customer to determine the upgrade schedule.

For Dedicated SaaS Instance customers on:

- Standard support, AutoRABIT requires the customer instance to be on product release version that is no older than 90 days.
- Success Package I, AutoRABIT requires the customer instance to be on a product release version that is no older than 180 days.
- Success Package II, AutoRABIT requires the customer instance to be on a product release version that is no older than 365 days.

#### 3.2 Self-Hosted Software Maintenance

AutoRABIT will provide software updates for long term support product versions (LTS) for up to 180 from the version release date for Success Package I customers and up to 365 days for Success Package II. AutoRABIT designates a release as LTS approximately every 6 months. AutoRABIT will provide Support Services to enable Customer to apply AutoRABIT Software Upgrades to their Self-Hosted Software instance.

#### 3.3. Success Package Premium Support II and III

If Customer has elected Success Package II or III, AutoRABIT will assign a Named Support engineer to Customer who will be available to review all AutoRABIT releases with Customer and provide testing and advice on upgrading Customer's environment(s).

#### 4. Support Issue Prioritization

To assist in prioritization of all incoming customer issues AutoRABIT support looks at the customer provided priority, and the severity of service impact.

#### **4.1 Customer Priority**

Priority	Description
P0	End-user impact is widespread and impacting all users, and/or impacting
	mission critical business functions or compliance.
P1	A large group of end-users are being impacted and/or business functions
	are limited. Impact is widespread and impacts at least one business
	function.
P2	End-user impact is moderate, due to a system or business function being
	degraded. Generally, impacts a small group of end-users.
P3	Impacts a small number of end-user's productivity. No impact to revenue or
	production. Resolution can be deferred and addressed when time allows.

#### 4.2. Severity

The support team will assess the severity of the issue based on the service impact. Severity level is assessed based on the following criteria.

Priority	Description
Critical	Service is down or business critical functionality is inoperable or critical
	interface has failed requiring immediate action to mitigate or resolve the
	situation.
High	Problem affecting the production environment that significantly impacts
	production transaction flow, may incur data loss, and/or impacts a mission
	critical business function.
	A service business feature or function of the service is severely restricted
	in its use. SaaS instance is operational but highly degraded performance.
Medium	End-user impact is moderate, due to a system or business function being
	degraded. Generally, impacts a small group of end-users.
Low	Impacts a small number of end-user's productivity. No impact to revenue
	or production. Resolution can be deferred and addressed when time
	allows.

#### 5. Support Response Time

AutoRABIT will provide Support Services based on Errors logged by Customer in AutoRABIT's support portal following Customer's initial investigation and confirmation that the Error is related to AutoRABIT, to the extent Customer is capable of making this determination. Errors will be logged by Customer in accordance with the severity level definitions below.

For example, an issue may be initially categorized as severity P3 and upon further investigation or after a certain period of time, it may be mutually concluded by AutoRABIT and Customer that the issue should be reclassified as severity P2.

## **Gold Response Times**

Priority Level	P0	P1	P2	Р3
Area	Production	Production	Production, Non-Production (UAT, DEV, SIT, DR)	Production, Non-Production (UAT, DEV, SIT, DR)
Business Impact	Critical business impact resulting from service being inaccessible or down.	Significant business impact resulting from a major loss of product functionality or highly degraded performance.	Product functionality or performance is degraded but remains usable and/or a workaround is in place. The business impact is moderate.	Product usage question or low business impact where product functionality or performance is degraded but remains usable.
Response Time	<- 2 Hours	<- 4 Hours	<- 1 Business Day	<- 2 Business Days
Follow-up Intervals	Every 12 hours or as agreed upon	Daily or as agreed upon	Monthly or as agreed upon	Quarterly or as agreed upon

# **Platinum Response Times**

Priority	P0	P1	P2	P3
Level				
Area	Production	Production	Production,	Production,
			Non-Production	Non-Production
			(UAT, DEV, SIT,	(UAT, DEV, SIT,
			DR)	DR)
Business	Critical	Significant	Product	Product usage
Impact	business	business impact	functionality or	question or low
	impact	resulting from a	performance is	business impact
	resulting from	major loss of	degraded but	where product
	service being	product	remains usable	functionality or
	inaccessible	functionality or	and/or a	performance is
	or down.	highly degraded	workaround is in	degraded but
		performance.	place. The	remains usable.
			business impact	
			is moderate.	
Response	<- 1 Hour	<- 2 Hours	<- 4 Hours	<- 1 Business
Time				Day

Case	Every 4 hours	Every 12 hours or	Every Week or as	Every Month or
Manager	or as agreed	as agreed upon	agreed upon	as agreed upon
Follow-up	upon			

AutoRABIT and Customer will work together to achieve consensus should there be any disagreement in assigned severities. Severities assigned to an Error may change with time if mutually agreed to by the parties. Response times for Errors will be measured from the time the Errors are logged by Customer into AutoRABIT's support portal. Error activity will subsequently be managed and tracked through the support portal. Customer will have access to audit or review response and resolution time of Errors logged through the support portal.

AUTORABIT will use commercially, reasonable efforts to meet the timeline stated in the table above.

AUTORABIT will provide continuous efforts (24x7x365) to resolve Critical reported issues until a workaround or resolution can be provided or until the issue can be downgraded to a lower severity level.

### When will the Support team close your Support Request?

Support Engineers will only close cases when the issue is resolved, and with Customer's confirmation, unless:

- Support has tried repeatedly to contact Customer, and Customer has not responded.
- A defined timeline for when the case can be closed if AutoRABIT has not heard from Customer (e.g. 3 business days).

#### **6. Support Issue Reporting Process**

Customer has the option to reach out to AutoRABIT's support desk via e-mail, self-help portal, or those customers on success plans via phone and/or directly to the Customer's named Support engineer depending on the Support Services elected by Customer.

Support Level	Media and Times available (in Customer Primary Time Zone)
Standard	24×7 : Email, Self-help Portal (excluding US and India Holidays)
Success	24×7 : Via Phone, Email, Self-help Portal (limited over US and India
Package	Holidays)
I, II & III	

#### Following options are available for opening a support ticket:

- 1. E-mail: Open a new request by simply sending an email to <a href="mailto:support@autorabit.com">support@autorabit.com</a>
  - This option can be used to automatically open a support case with Customer Support.
  - Default priority assigned is P2.
  - The priorities are tagged and communicated back during the ticket acknowledgement.
  - Once the case is opened, the case priority & other updates can be modified via the Self-help Portal mentioned above.
  - Cases opened outside specified coverage hours for Standard support will be addressed on the following business day.
- 2. **Portal:** Customer can Open a new request or Know status of an existing request using the following links:

• **Open new request:** by either choosing the "Help Center" directly from the Quick links Menu or going directly <u>AutoRABIT Support</u>





- The new ticket page allows a customer to directly open a support request and attach any files pertaining to the issue customer wants addressed.
- **Find Status:** Login with AutoRABIT provided login credentials delivered on Customer's ID (once requested).
- **Search the knowledgebase:** The Knowledge Base portal allows self-service resolution of a problem and provides easy-to-use online product documentation library. The Knowledge Base allows quick searches through the entire database or a specific product line or section.

# **6.1. Success Package II and III Customers with Premium Support – Issue Reporting** If Customer has elected Success Package II or III Support, issues reported using the Portal are routed to Customer's Named Support engineer. This aids in resolution as the Named Support engineer is familiar with Customer's environment(s), use cases, and project priorities based on interactions with dedicated contacts.

#### 7. Support Error Investigation & Reporting Procedures

When an Error is discovered by Customer, Customer's support personnel will first perform an initial

reasonable investigation to evaluate whether the Error is caused by improper usage of the AutoRABIT SaaS Services or AutoRABIT Software, any dependency on Customer back-end systems, or a third-party application/software being used by Customer. Once this process is completed and Customer's support team has investigated the issue and reasonably determined it is not related to the foregoing, the Error will be reported to AutoRABIT.

Customer must describe the Error(s) with sufficient detail to enable AutoRABIT to identify and reproduce the Error. Delays in supplying the requisite description may impact the Response/ Resolution time.

An initial report should include (but is not limited to) the following, based on the nature of the Error:

- A general description of the Error and its characteristics.
- The number of occurrences or frequency of the Error.
- The exact text of any Error messages reported by the AutoRABIT SaaS Services.
- · Screenshots, if applicable.
- Time of occurrence of the issue(s) (with time zone).

On receipt of the Error and initial investigation details from Customer, AutoRABIT will begin diagnosing

the Error and perform Support Services until:

- I. The Error is resolved, or a workaround is provided.
- II. Resolution is assigned back to Customer as a "Customer issue" if the Error is agreed by the parties not to relate to AutoRABIT's performance on the Network or the SaaS Infrastructure, or any other aspect of the AutoRABIT SaaS Services.
- III. Resolution is assigned to a third-party (e.g. Salesforce for any API issues), if the Error is agreed by the parties to be deemed to be the result of a third party's services or products.

Customer agrees to reasonably cooperate with AutoRABIT during Error investigation and resolution, and AutoRABIT will ensure current status of any investigation and resolution is visible to Customer. All Errors reported in the AutoRABIT support portal will be responded to in accordance with the severity level as described in Section 5 of this SLA.

#### When Customer contacts AutoRABIT Support, the support engineer will:

- Gather pertinent information related to Customer's problem or service request.
- Assign a priority to Customer's request (see Request Priorities below).
- Open a ticket in AutoRABIT's issue tracking system and provide Customer with the ticket number (if a ticket is not already raised).
- Begin to work the problem or fulfill the service request.
- Reassign the service ticket to another AutoRABIT engineer, as necessary.
- Keep Customer informed of the case progress or request status.

In the event Customer calls outside of normal office hours (8:00 AM to 5:30 PM local time) Customer must provide the following information:

- If existing case, provide case number.
- Description of the problem.
- Business Impact (Issue Priority).

#### 8. Exceptions

Support Services do not include the following

#### **SAAS SHARED INSTANCE:**

- User behavior
- Third-party services or products

#### **DEDICATED SAAS INSTANCE:**

- User behavior
- Third-party services or products
- Any delay in communication due to hardware (low configuration or high usage)
- Network Connectivity

#### 9. Network Availability

AutoRABIT is only responsible for the Availability of AutoRABIT SaaS Services. Self-Hosted Software customers are responsible for the availability of all services related to their Self-Hosted Software instance including availability, management and maintenance of AutoRABIT Software on Customer's infrastructure. The AutoRABIT SaaS Services are hosted on Amazon AWS. AutoRABIT will use commercially reasonable efforts to ensure the Network is available with a 99.5% availability during any calendar month ("System Availability"). For calculation purposes, calendar months are deemed to begin at 12:00 a.m. U.S. Pacific Time on the first day of the calendar month and end at 11:59 p.m. U.S. Pacific Time on the last day of the calendar month. System Availability is calculated as follows:

Availability Time := (Total Minutes in a given month) - (Scheduled Maintenance Minutes)

Service Availability := Availability Time per month – Total minutes of Outages in a month x 100

Availability Time per month

If AutoRABIT fails to meet the AutoRABIT System Availability levels below in any calendar month, Customer will receive a Service Level Credit equal to the corresponding percentage of monthly fees as set forth below. Customer agrees that the Service Level Credit will constitute the sole and exclusive remedy for interruption of AutoRABIT SAAS Services and AutoRABIT's failure to meet the System Availability in any calendar month.

System Availability	Service Level Credit
97.0% to 99.49%	5%
95.0% to 96.99%	10%
90.0% to 94.99%	20%
Below 90.0%	30%

AutoRABIT will apply any Service Level Credits against future AutoRABIT SaaS Services fees. If Customer has multiple AutoRABIT SaaS Services accounts, then the System Availability for each account will be calculated separately for the purposes of determining eligibility for a Service Level Credit, and the Service Level Credit for each account will be calculated as a proportion of the fees applicable to that account. To receive a Service Level Credit, Customer must provide reasonably sufficient details for AutoRABIT to verify each unavailability incident that Customer is claiming The System Availability percentage does not apply to any unavailability, suspension or termination of the AutoRABIT SaaS Services or any other AutoRABIT SaaS Services performance issues: (i) caused by factors outside of AutoRABIT's reasonable control, including any force majeure event or Internet access or related problems beyond AutoRABIT's responsibilities set forth in the Agreement; (ii) that result from any actions or inactions of Customer including Customer not following the best practices described

in the Documentation; (iii) that result from any Customer equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within AutoRABIT's direct control); or (iv) arising from AutoRABIT's suspension or termination of Customer's right to use the AutoRABIT SaaS Services in accordance with the Agreement (collectively, "Other SLA Exclusions").

#### 10. Escalation Details

While AutoRABIT makes every effort to ensure that problems are resolved as quickly as possible, AutoRABIT understands that there can be gaps in meeting expectations. If for any reason Customer is dissatisfied with Customer's support experience or does not receive a resolution of their reported issue within a reasonable time frame or would like to report an urgent business concern, Customer may follow the below process to get attention to their reported issue:

#### **STANDARD AND SELF-HOSTED SUPPORT:**

Need urgent attention for your critical issues. You can now tag your ticket as Critical/ High using the following options:

Option1 – Using Self-help portal:

- You can now tag the "NEED ATTENTION" as YES using self-help portal.
- For P0 issues Login to self-help portal and "Request a call back" for a given case.

#### OR

Option 2 – Simply respond to your ticket with a copy to **escalations@autorabit.com** Option 3 – Platinum customers can escalate to their Customer Success Manager.

#### **ESCALATION LEVELS:**

**Level 1:** Standard Customer Support Engineer

**LEVEL 2:** Director of Customer Support (generic ID to flow to Customer Support Director & Customer Success Manager)

 $\textbf{LEVEL 3:} \ \textbf{Generic ID to flow to Vice President of Customer Success}$ 

**LEVEL 4:** Generic ID to flow to Senior Vice President of Engineering

LEVEL5: Generic ID to flow to Chief Executive Officer