OPENEXCHANGE, INC.
SERVICE LEVEL AGREEMENT

Last Updated: August 21, 2024

This Service Level Agreement forms a part of and is subject to the OpenExchange Terms of Service at https://www.openexc.com/docs (the "Terms of Service"). Unless defined otherwise herein, capitalized terms used in this Service Level Agreement shall have the same meaning as set forth in the Terms of Service.

Third Party Platforms are specifically excluded from the terms set forth in this Service Level. Agreement (not including the software interfaces and port-sets developed by OpenExchange that enable the link between the OpenExchange Platform and such Third Party Software).

1.   **DEFINITIONS**

1.1   "Business Day" means Monday through Friday, excluding OpenExchange recognized holidays.

1.2   "Error" means a defect which causes the OpenExchange Platform not to perform substantially in accordance with the specifications set forth in the Documentation and which defect can be reproduced by Customer and OpenExchange.

1.3   "Error Correction" means the use of reasonable commercial efforts to remedy an Error.

1.4   "Previous Sequential Release" means a release of OpenExchange Platform which has been replaced by a subsequent Release of the same OpenExchange Platform. Previous Sequential Release will be supported by OpenExchange for a period of only one (1) year after release of the subsequent Release.

15   "Support Hours" means technical assistance, including telephone support, provided by OpenExchange to Customer's Qualified Individuals during the hours 8:00 am and 8:00 pm US Eastern Time, excluding OpenExchange recognized holidays.

1.6   "Workaround" means a change in the procedures followed or data supplied by OpenExchange to avoid an Error without substantially impairing use of the OpenExchange Platform.

1.7   "Qualified Individuals" means at least two (2) individuals appointed by Customer who are knowledgeable in the use and application of the OpenExchange Platform to serve as primary contacts between Customer and OpenExchange.

2.   **SUPPORT SERVICES**

2.1   Coverage. For so long as Customer is current in the payment of applicable fees, OpenExchange agrees that it shall use its diligent commercial efforts to provide support services to Customer as follows:

2.1.1   Error Correction, Workarounds and telephone support during Support Hours provided to Qualified Individuals concerning use of the OpenExchange Platform, and

2.2.2   Releases, Versions and Updates which consist of one copy of published revisions to the Documentation relating to the OpenExchange Platform.
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2.2   Error Priority Levels. OpenExchange shall exercise commercially reasonable and diligent efforts to respond to and correct any Error reported by Customer's Qualified Individuals in the current, unmodified release of the OpenExchange Platform in accordance with the following priority levels reasonably assigned to such reported Error by OpenExchange:

2.2.1   Priority A Error: means an Error which renders the OpenExchange Platform inoperative or inaccessible to Users.

2.2.2 Priority B Error: means an Error which substantially degrades the performance of OpenExchange Platform or materially restricts Customer's use of the OpenExchange Platform.

2.2.3 Priority C Error: means an Error which causes only a minor impact or minor restriction on Customer's use of the OpenExchange Platform.

2.3 Support Service Levels. OpenExchange shall use its commercially reasonable and diligent efforts to respond to reports of Errors and provide Error Corrections or Workarounds in accordance with the following table during Support Hours:

Priority	Initial Response	Progress Updates	Target Error Correction Or Workaround
A: System inaccessible	60 mins	Every 60 mins	24 hours
A: System inoperative	60 mins	Every 60 mins	24 hours
A: System update failure	60 mins	Every 60 mins	24 hours
B: Patterns running slowly	60 mins	Every 60 mins	24 hours
B: Some patterns not running	60 mins	Every 60 mins	24 hours
C: Administrative tools unavailable	12 hrs	As available	2 Business Days
C: New user set-up failure	12 hrs	As available	2 Business Days
C: Password resets	12 hrs	As available	2 Business Days

2.4 Non-Errors. If OpenExchange believes that a problem reported by Customer is not due to an Error in the OpenExchange Platform, OpenExchange will so notify Customer's Qualified Individuals. At that time, Customer may: (i) instruct OpenExchange to proceed with problem determination at its possible expense as set forth below or (ii) instruct OpenExchange that Customer does not wish the problem pursued at its possible expense. If Customer requests that OpenExchange proceed with problem determination at its possible expense and OpenExchange determines that the problem was not due to an Error in the OpenExchange Platform, Customer shall pay OpenExchange, at OpenExchange's then-current, standard consulting rates, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. Customer shall not be liable for: (a) problem determination or repair to the extent problems are due to Errors in the OpenExchange Platform; (b) work performed under this Section in excess of its instructions; or (c) work performed after Customer has notified OpenExchange that it no longer wishes work on the problem determination to be continued at its possible expense (such notice shall be deemed given when actually received by OpenExchange). If Customer instructs OpenExchange that it does not wish the problem pursued at its possible expense or if such determination requires effort in excess of Customer's instructions, OpenExchange may, at its sole discretion, elect not to investigate the error with no liability therefor.

2.5 Assignment of Support Services. OpenExchange shall have the right, at any time, to assign the Support Services hereunder to any assignee it deems appropriate. Upon such assignment, OpenExchange shall remain responsible for the performance of its obligations as set forth herein.

2.6 Limitations of Support. OpenExchange shall have no obligation to support: (i) any version of the OpenExchange Platform except the current release of the OpenExchange Platform or the Previous Sequential Release; (ii) OpenExchange Platform problems caused by Customer's negligence, abuse or misapplication, Customer's use of the OpenExchange Platform other than as specified in the Documentation; or (iii) other causes beyond the control of OpenExchange.

3. **CUSTOMER'S RESPONSIBILITIES**

3.1 Following Procedures. Customer shall take reasonable measures to ensure that its Users shall read, comprehend and follow operating instructions and procedures as specified in, but not limited to the Documentation and other correspondence related to the OpenExchange Platform , and follow procedures and recommendations provided by OpenExchange support personnel in an effort to correct Errors.

3.3   Notification of Errors. Customer shall notify OpenExchange of Errors in accordance with the then-current OpenExchange problem reporting procedures. If OpenExchange believes that a problem reported by Customer may not be due to an Error in the OpenExchange Platform, OpenExchange will so notify Customer.

4. AVAILABILITY COMMITMENT

OpenExchange agrees that, provided Customer has paid all applicable fees, the OpenExchange Platform will be available with a Monthly Uptime Percentage of at least 99.5% during any calendar month (the "Availability Service Level").

"**Monthly Uptime Percentage**" means the total number of minutes in a calendar month minus the number of minutes of Downtime in such calendar month, divided by the total number of minutes in the calendar month. The applicable formula is:

$$\text{Monthly Uptime Percentage} = \left(\frac{(\text{Total Minutes in Month}) - (\text{Total Minutes of Downtime in Month})}{(\text{Total Minutes In Month})} \right) \times 100$$

"**Downtime**" means that the OpenExchange Platform cannot be accessed and used by Customer's Users. Downtime excludes unavailability resulting from any Service Level Exclusions.

"**Service Level Exclusions**" means unavailability, inaccessibility, suspension or termination of the OpenExchange Platform or performance issues affecting the OpenExchange Platform that result from: (a) factors outside of OpenExchange's reasonable control after taking commercially reasonable precautions, including without limitation force majeure events, denial of service attacks, utilities or telecommunications outages, Internet access or related problems beyond the demarcation point of OpenExchange and its third party hosting providers; (b) any actions or inactions of Customer or its Users, including without limitation any Customer Content or OpenExchange's compliance with Customer's instructions; (c) any scheduled maintenance not to exceed two hundred and forty minute per calendar month; (d) emergency maintenance.