Support and Service Level Agreement

This Omnistrate Cloud Service Level Agreement ("SLA") describes the service availability commitment for the Omnistrate Cloud Service under the Terms of Service or Subscription Agreement (collectively or individually "Agreement") between Omnistrate, Inc. ("Omnistrate") and Customer. Unless otherwise provided herein, this SLA is subject to the terms of the Agreement.

1. Support Tiers

Support Tiers are each defined as follows:

"**Basic Support**"

Email-based support available during business hours (Monday–Friday, 9am–5pm PT).

This tier is intended for non-production use only and does not include any service level agreements (SLAs) or guaranteed response times.

"**Standard Support**"

Business hours [Monday through Friday, 9am–5pm Pacific time zones] support through email.

- Email support: support@omnistrate.zendesk.com

Omnistrate will use commercially reasonable efforts to respond to:

- Critical issues: within 1 business day
- Non-critical issues: within 2–3 business days

"**Priority Support**"

Business hours [Monday through Friday, 9am–5pm Pacific time zones] support through phone, email, and chat.

- Email: support@omnistrate.zendesk.com
- Chat: Dedicated Slack channel
- Phone: +1 (425) 954-3340

Omnistrate will use commercially reasonable efforts to respond to:

- Critical issues: within 4 hours
- Non-critical issues: within 24 hours

SLA: 99.9% availability for your Control Plane (contact us for higher SLA options)

"**Enterprise Support**"

24/7 phone, web, and chat access to our Cloud Support Engineers

- Phone support: +1-425-954-3340
- Email support: support@omnistrate.zendesk.com
- Chat support: Dedicated Slack channel
- Web support: Zendesk Support portal

Omnistrate will use commercially reasonable efforts to respond to:

- Critical issues: within 60 minutes
- High-priority issues: within 4 hours
- General inquiries: within 24 hours

SLA: **99.95% availability** for your Control Plane (contact us for custom SLAs)

2. Service Availability

a. "**Service Availability Percentage**" means [(Total number of minutes available in the month - number of minutes of Service Unavailability rounded up) / Total number of minutes available in the month] X 100.
b. "**Service Unavailability**" means our Customer is unable to establish a connection to the Services, excluding SLA exclusions mentioned below in section 2e.
c. If the Services do not meet the Service Availability Percentage for a particular calendar month after the first payment has been made, Customer shall receive service credits of the monthly portion of annual license fees, prorated as follows:

Tier	Service Availability	Remedy
Tier 1	Equal to or greater than 99.5% but less than 99.95%	5% x monthly applicable fees as credits
Tier 2	Equal to or greater than 99.0% but less than 99.5%	10% x monthly applicable fees as credits
Tier 3	Less than 99.0%	25% x monthly applicable fees as credits

d. SLA exclusions:
    - Outage resulted from a suspension due to Late Payments;
    - Due to factors outside Omnistrate's reasonable control, including but not limited to any force majeure event, network intrusions, denial of service attacks, systemic internet issues or any other act or omission of any telecommunication or services provider;
    - That results from the use of services, hardware, or software provided by a third party and not within the primary control of Omnistrate, including issues resulting from inadequate bandwidth or resulting from failures of cloud platform services on which the Omnistrate Service runs;
    - That results from Customer's unauthorized action or lack of action when required, including those of Customer's Users or by means of Customer's passwords;
    - Unavailability due to any of the following: Customer-controlled actions and/or environment or other failures or shortcomings not within Omnistrate's control; Customer's violation of the Agreement; failure by Customer to take any remedial action in relation to the Services as recommended by Omnistrate, or otherwise preventing Omnistrate from doing so; Customer's negligence or willful misconduct, which may include failure to follow agreed-upon procedures; scheduled or ad-hoc maintenance carried out to avoid future unavailability and/or updates.
f. Service Credit Request and Application Process
    - To receive a Service Credit, Customer must submit a claim by emailing a support ticket to support@omnistrate.com. To be eligible, the credit request must be received by Omnistrate within five (5) calendar days after the last day of the month in which the Omnistrate Service does not meet the Service Level, and must include all information reasonably necessary for Omnistrate to verify the claim, including:
        - the words "SLA Credit Request" in the subject line;
        - a description of the applicable client(s), the version of each such client, and the

configurations for each such client; and
    - a description of the events resulting in Downtime, including the time and duration of the Downtime and Customer requests logs that document the failed write attempts.
- Omnistrate will evaluate Customer requests and determine in good faith whether a Service Credit is owed based on its system logs, monitoring reports, configuration records, and other available information. If Omnistrate confirms that the Monthly Uptime Percentage applicable to the month of such request did not meet the Service Level, then Omnistrate will issue the Service Credit to Customer within one month following the month in which Customer's request is confirmed. If Omnistrate disputes that the Monthly Uptime Percentage applicable to the month of such request did not meet the Service Level, then Omnistrate shall provide reasonable documentation to support its determination. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit, provided that a failure to provide such information in the original request shall only disqualify Customer if Customer fails to provide such information in response to Omnistrate's subsequent request.
- Service credits are not refundable and can only be used toward future billing charges. Service credits are exclusive of any applicable taxes charged to Customer or collected by Omnistrate. Service Credits will not entitle Customer to any refund or other payment from Omnistrate. Service Credits are Customer's sole and exclusive remedy for any unavailability of the Omnistrate Service in accordance with the terms of this SLA. Service credits expire without refund twelve (12) months from issuance.