



4 IMPACT DATA, INC.

Service Level Agreement

This Service Level Agreement (“SLA”) forms part of the Software as a Service Agreement between Customer and 4 Impact Data, Inc. If this document is translated into any other language, the English version must be authoritative. 4impactdata encourages the Customer to review the online SLA periodically.

1. Introduction

This SLA describes the levels of service availability and support that Customer can expect to receive from 4impactdata for the duration of SLA.

2. Scope of the Service Level Agreement

This SLA applies only to the Service and Professional Services described in SLA. This SLA does not apply to any software, equipment, services, or other parts of an information technology system that are not purchased from or managed by 4impactdata, including Microsoft Power BI.

2.1. 4impactdata will rectify material issues with the Service, except where:

2.1.1. The issue has been caused by Customer’s use of the Service in a manner that is contrary to 4impactdata Training, Knowledge Base, or any other instruction issued by 4impactdata;

2.1.2. Customer has made unauthorized changes to the configuration or set-up of the affected Service;

2.1.3. Customer has prevented 4impactdata from performing maintenance on the Service;

2.1.4. The issue has been caused by Third Party Services, such as Microsoft Power BI; or

2.1.5. The issue has been caused by User(s), including by modifying part of the software or by adding, deleting, or assigning improper rights to Users.

3. SLA Effective Date and Term

This SLA will be effective from SLA’s Effective Date and will terminate without further notice and without right to compensation or restitution upon the expiry or termination of the SLA.



4. Responsibilities

4.1. 4impactdata responsibilities:

4.1.1. Ensure that relevant Service and Professional Services are available to Customer in accordance with the Uptime guarantee;

4.1.2. Respond to support requests within the timescales listed below;

4.1.3. Take steps to escalate, diagnose, and resolve issues in an appropriate and timely manner, including the allocation of a sufficient number of skilled staff and the collection of necessary information; and

4.1.4. Maintain a clear and timely communication with Customer at all times.

4.2. Customer responsibilities:

4.2.1. Use the Service as intended under SLA;

4.2.2. Notify 4impactdata of issues or problems in a timely manner and as thoroughly as possible;

4.2.3. Cooperate with 4impactdata in its efforts to escalate, diagnose, and resolve issues by providing timely and accurate responses to requests for information;

4.2.4. Provide 4impactdata with access to equipment, software, and services for purposes of maintenance, updates, and fault prevention; and

4.2.5. Maintain staff with adequate knowledge of information technology to fulfill these responsibilities.

5. Availability

4impactdata guarantees 99.9% Uptime each month, 24 hours a day, and 7 days a week (“Agreed Hours of Service”). Uptime is measured based on the monthly average of availability, rounded down to the nearest minute, and calculated as follows:

Uptime % =	Agreed Hours of Service - hours of Downtime	* 100%
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	Agreed Hours of Service	
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6. Service Credits

Should Uptime fall below 99.9% in any month, 4impactdata will pay liquidated damages in the form of a monthly Service Credit, which is calculated as follows:

Monthly Uptime Percentage	Percentage of the monthly bill which does not meet SLA that will be credited to future monthly bills
99.0%–< 99.9%	10%
95%–< 99.0%	25%
<95%	50%

6.1. **Credit.** If 4impactdata fails to provide the applicable Service under the SLA (an “Incident”) during any calendar month, Customer may have an aggregate credit of 5% of the pro-rata subscription fees for the applicable Service for the month during which the Incident(s) occurred (the “Credit”). To receive the Credit, Customer must provide a written request to 4impactdata explaining the Incident. The written request must: (i) be received by 4impactdata no later than 20 days following the end of the calendar month during which the Incident occurred, and (ii) be submitted to the 4impactdata Account Manager assigned to the Customer. All calculations and applicable Credits are based on 4impactdata’s records and data.

6.2. **Credit Payment and Eligibility.** 4impactdata will apply Credits against Customer’s current or future invoices, and the Credits will be generated within 90 days from receipt of the verified claim from Customer. If there are no current invoices and no future invoices are reasonably anticipated, the Credit will be issued as a refund. Except as otherwise agreed, Credits will not entitle Customer to any setoff, refund, or other payment from 4impactdata. A Credit will be applicable and issued only if: (i) Customer does not owe 4impactdata any past due amounts, and (ii) Customer complies with this Agreement. Credits may not be transferred or applied to any other account. CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR ANY UNAVAILABILITY, NON-



PERFORMANCE, OR OTHER FAILURE BY 4IMPACTDATA TO PROVIDE THE SERVICE IS THE RECEIPT OF A CREDIT (IF ELIGIBLE) PER THE TERMS OF THIS SECTION.

7. Response Time and Resolution Time

In the event of an alert, 4impactdata is deemed to have responded when it has replied to Customer's initial request. This may be in the form of an email or telephone call, to acknowledge receipt of Customer's request, provide a solution, or request further information.

8. Release Policy

4impactdata releases the Service via Continuous Integration and Continuous Delivery. This means that whenever a new feature or release of 4impactdata is ready, it can be deployed to the Service in clusters at any moment. The main application is typically released once a day. All perimeter applications are deployed to Service continuously when a build is succeeded on the continuous integration servers.

Urgent bug fixes that impact availability and critical features are applied immediately on Service servers in accordance with the Resolution Time schedule.

9. Software Improvements

4impactdata will make available to Customer new versions, releases, and updates to the Service to solve defects and/or errors, keep the Service up to date with market developments, or otherwise improve (the operation or functionality of) the Service. These improvements may include bug fixes. 4impactdata will only support the most recent version of the Service.

New versions, releases, or updates will contain at least the level of functionality as set out in this SLA and as contained in the version or release of the Service previously used by Customer and will not otherwise negatively impact Customer's use of the Service. 4impactdata should make reasonable efforts to ensure that when performing such actions, the impact on Customer and its User(s) is limited.

10. Updates to the SLA

This SLA may be updated at 4impactdata's discretion, but only after providing thirty(30)-day notice, after which it will be effective ("SLA Effective Date"). Such notice will be sufficient if provided to a User designated as an administrator of Customer's Service account either: (a) as a note on the screen presented immediately after completion of the log-in authentication



credentials at the log-in screen, or (b) by email with a read receipt to the email address provided for the administrator(s) for Customer’s account. If Customer objects to any such changes, Customer’s sole recourse will be to terminate the SLA. Continued use of the Service following the SLA Effective Date of any update must indicate Customer’s acknowledgment of such update and agreement to be bound by the updated SLA. When 4impactdata changes this SLA, the “Updated” date below will be changed to reflect the publication date of the most recent version.

11. Definitions

	The term	Means
11.01	Business Day	9 a.m. to 6 p.m. for local time zone for the contracting 4impactdata entity, not including Saturday, Sunday, or a public holiday.
11.02	Degraded Performance	A lower quality of service as described in this SLA (e.g., temporarily broken or temporarily unavailable functionality).
11.03	Downtime	The period during which the Service is wholly unavailable to Customer, including maintenance occurring outside of Maintenance Hours for which less than 24-hour notice was provided to affected Customers. However, Downtime does not include: <ul style="list-style-type: none"> ● Scheduled Maintenance; Degraded Performance; ● Factors outside of 4impactdata’s control, including any Force Majeure Events; ● Failures of the internet; ● Acts or omissions of Customer and its Users; or ● Enforcement of state or government Regulations.
11.04	Maintenance Hours	Monday to Sunday from 01:00–04:00 EST



11.05	Resolution Time	The time that elapses from the Response Time until the alert is resolved.
11.06	Response Time	Measures the time that elapses between the receiving of an alert and the time of commencing work on the issue.
11.07	Scheduled Maintenance	Planned outages, either suspending service in full or in part, which 4impactdata will endeavor to announce at least 5 days in advance and in any case will announce no later than 24 hours in advance, which will not exceed a reasonable period for the maintenance required and which, where possible, will take place during Maintenance Hours.
11.08	SLA Effective Date	The Effective Date stated in SLA.
11.09	Ticket	An electronic request sent to 4impactdata by Customer (<i>e.g.</i> , requesting a solution to an Incident).
11.10	Uptime	As calculated in accordance with this SLA.