

SERVICE LEVEL AGREEMENT AND CUSTOMER SUPPORT POLICY

This Service Level Agreement and Customer Support Policy is hereby incorporated into and made a part of the GR8 People SaaS Agreement which references this Service Level Agreement and Customer Support Policy (the "Agreement").

Service Level Agreement

GR8 People's internal network facilities that host the Subscription Service and related software (the "Network") shall meet the following service level standards:

- 1.1 Percentage Uptime: means the availability of the GR8 People Subscription Service expressed as a percentage and calculated by multiplying 100 times the quotient of (i) total number of minutes the GR8 People Subscription Service is available (other than unavailability due to Permitted Downtime as defined below) in the applicable calendar month divided by (ii) the total number of minutes in the month less Permitted Downtime. GR8 People shall assure that the GR8 People Subscription Service will be available no less than 99% of the aggregate time per month.
- 1.2 <u>Permitted Downtime</u>: means the following:
 - a) Inoperability due to any scheduled maintenance (occurring during a Scheduled Maintenance Period);
 - b) Problems caused by Customer's or its Users' telecommunications or Internet services;
 - c) Problems due to Force Majeure Events, as described in the agreement between Customer and gr8 People for use of the Subscription Service (the "Agreement"); or
 - d) Problems due to acts or omissions of Customer, its agents, employees or contractors; or
 - e) Any interruption of one (1) minute or less in the availability of the GR8 People Subscription Service;
- 1.3 <u>Scheduled Maintenance Period:</u> means the period of time elapsed during any scheduled maintenance performed by GR8 People on the Subscription Service or the Network. GR8 People will provide Customer with at least five (5) days advance notice for standard maintenance. GR8 People will use commercially reasonable efforts to schedule maintenance during hours of Friday at 11:55 pm Pacific Time and Saturday 10 am Pacific Time. Scheduled maintenance notifications will be sent to a single Customer email address. It is Customer's sole responsibility to ensure the provided email address is current and fully functional. Any change to Customer's email address for notification purposes must be communicated to GR8 People in writing.

2.0 Performance

2.1. If during any full calendar month of the term of the Agreement, the Percentage Uptime described above in Section 1.1 is lower than 99%, and Customer notifies GR8 People in writing about such failure within ten (10) days of the end of the applicable calendar month, GR8 People shall provide Customer with a service credit in accordance with the applicable Service Credit % set forth below. The service credit shall be calculated against monthly fees for the Subscription Service and shall be used to offset future Subscription Service fees. If no monthly fee is stated in the Sales Order then the "Monthly Fee" is determined by dividing the annual fees by the number of months in the applicable annual period.

Actual Uptime Percentage: Service Credit %: ≥ 95% but < 99% 5% of Monthly Fees



≥ 90% but < 95%

10% of Monthly Fees

< 90.0%

15% of Monthly Fees

Any credits provided pursuant to this Agreement will constitute GR8 People's sole liability and Customer's sole and exclusive remedy for any failure to achieve an Percentage Uptime of greater than 99% provided that if the Percentage Uptime for any month is less than 90% then Customer shall also have the right to terminate the Agreement and receive a refund of any prepaid, unused fees paid thereunder for the balance of the unexpired term.

Customer Support Policy

- 3.1 <u>Technical Support</u>: Customer shall have access to Technical Support provided by GR8 People during the term and as stated in the Service Order for the Subscription Service.
 - a. <u>General Assistance</u>: Customer may contact GR8 People's support line during normal operating hours between 8:00 a.m. and 8:00 p.m. U.S. Eastern Standard Time on regular business days, excluding national holidays, to consult with gr8 People technical analysts concerning bug reporting, documentation clarification, and general technical guidance. b. <u>Problem Reporting</u>: Customer may submit to GR8 People requests identifying potential problems that reduce the effectiveness and utility of the GR8 People Subscription Service or Network. All support issues should be directed to a GR8 People Customer Support contact via the following methods:
 - i. **By Phone**: GR8 People Customer Support can be reached at 1-215-693-1122.
 - ii. **By Email**: GR8 People Customer Support can be reached at Support@gr8People.com
 - iii. By GR8 People Customer Support System: issues may be reported form within the Subscription Service.

GR8 People retains the right to determine the priority of all requests, and will inform Customer of the disposition of each request. Such requests must include a clearly written description of the problem(s) and any steps that Customer can reasonably identify that would allow GR8 People to replicate the problem(s). When engaging with GR8 People, the Parties shall mutually assign a priority, generally following the classifications found in the table below, and GR8 People shall respond to the problem in accordance with the time frames set forth in the table below. GR8 People shall not re-assign a priority of a problem without the prior written consent of Customer.



Severity Codes

Severity code	Severity description	Expected response times
S1	Mission Critical. Essential services are down, causing critical impact to business operations; no workaround available.	GR8 People will provide a status update by telephone and/or e-mail within one (1) business hour within the initial occurrence of the S1 issue. GR8 People will work continuously to provide a solution to the problem or reduce the severity of the problem to an S2.
S2	High. Essential services are significantly degraded and/or impacting significant aspects of business operations.	GR8 People will provide a status update by telephone or e-mail within four (4) business hours as warranted until the problem is resolved, until an acceptable workaround is found or until the problem is determined to be outside of GR8 People's ability to control.
S3	Medium. Services are noticeably impaired, but most business operations continue as normal.	GR8 People will provide a status update by telephone or e-mail as warranted until the problem is resolved, until an acceptable workaround is found or until the problem is determined to be outside of GR8 People's ability to control.