**Service Level Agreement**

*Effective date: June 13, 2022*

This Service Level Agreement ("**SLA**") is incorporated into, and is subject to the terms and conditions of, the Digital Solutions Agreement ("**Agreement**") between the GHD Digital entity set forth in the Agreement ("**GHD**") and the customer entity that is a party to the Agreement ("**Customer**"). This SLA is used as a tool to measure and guide GHD and Customer in achieving the goals for effective delivery of all licensed applications, software, hosted data, or other services (the "**Product**") to Customer.  This SLA applies only to service outages directly related to services provided within the network of GHD which may include any applicable GHD vendors ("**GHD Network**").

The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to Customer by GHD.  The objective of this SLA is to:

- Provide clear reference to service accountability, roles, and/or responsibilities.

- Present a clear, concise, and measurable description of service provision to Customer.

- Match Customer's expectations for service provision with actual service support and delivery.

GHD will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any unforeseen or unavoidable cause reasonably beyond the affected Party's control ("Force Majeure"). Force Majeure may include, but is not limited to natural events, pandemics, labor or civil disruption, governmental or legislative actions, or orders of any court or agency having jurisdiction of the Party's actions.

## 1. Definitions

1.1 "**Maintenance**" means scheduled Unavailability of the Product, as announced by us prior to the Product becoming Unavailable.

1.2 "**Monthly Uptime Percentage**" is calculated by subtracting from 100% the percentage of minutes during the month in which the Product was Unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusions.

1.3 "**SLA Exclusions**" are situations where the Product is not running or not reachable as a result of (i) a suspension pursuant to the applicable terms and conditions and/or license agreement; (ii) factors outside GHD's reasonable control (for example, Force Majeure events or a network or device failure external to GHD's network, including at your site or between your site and GHD's network); (iii) any actions or inactions of Customer or any third party; (iv) failure of the equipment, software, or other technology of Customer or any third party; or (v) any Maintenance.

1.4 "**Unavailable**" and "**Unavailability**" mean when your Product is not running or not reachable due to GHD or GHD vendor's fault, other than due to SLA Exclusions.

1.5 "**Service Credit**" is a credit calculated as indicated in Section 2.4, which GHD may credit to Customer's eligible account.

## 2. Service Measures

### 2.1 Availability

| Measurement | Definition | SLA |
|---|---|---|
| Monthly Uptime Percentage | GHD will use commercially reasonable efforts to make the Product available for use by Customer, subject to the SLA Exclusions. | 24 x 7 x 365, 99.95% average over a month not including scheduled Maintenance (which is roughly 4 hours/year) |
| Problem Response Time | Provision of Customer support. <br><br> Primary coverage will be 8AM EST- 8PM EST, Monday through Friday, with limited support during statutory holidays. | The table 2.3 outlines the severity levels and the response times. |
| Emergency After Hours Support | In the event of a Severity Level 1 or Severity Level 2 incident outside of the primary coverage hours, please call: 1+866-691-5528 to report the incident by following the prompts and leaving a message which will notify an escalation analyst. | Calls returned within 15 minutes. |
| Problem Resolution | Provision of any correction for a reproducible error in the Product. Primary support hours for correction will be during Customer's core business hours (9am-5pm) Monday through Friday, excluding statutory holidays. | The table 2.3 outlines the severity levels and the resolution times. |

### 2.2 Support Packages

| Support Package | Package Details | Package Description |
|---|---|---|
| **Standard** | Included with purchase of any Product: <br><br> • 2 named contacts <br> • Email and Online Portal <br> • Online Resource Centre <br> • After Hours Priority Phone Support for Severity 1 & 2 Incidents. (See to table 2.3) | Named Contacts <br> • Designate 2 members of your team authorized to contact Customer support and log tickets <br> Access to our online support portal <br> • Create and review your tickets <br> • View ticket priority <br> • Update ticket notes or status <br> • Close or re-open resolved tickets <br> • View tickets for your entire organization <br> • Portal URL: https://support.ghddigitalpss.com <br> Online Resource Centre <br> • Access to product knowledge articles, news, release notes: https://resourcecentre.ghddigitalpss.com |
| **Advanced** | Optional package <br><br> • Includes Standard Package <br> • 6 named contacts <br> • Phone Support <br> • Priority Incident Escalation <br> • Custom Status Page | Named Contacts <br> • Total of 6 members of your team authorized to contact Customer Support and log tickets <br> Phone Support <br> • Speak live to support agent during regular business hours <br> • Receive priority escalation for Sev.1 and Sev.2 incidents and service requests <br> Custom Status Page <br> • Service availability page for subscribed products <br> • Receive real-time service alerts and updates |

## 2.3 Priority Levels

| Severity Level | Description | Standard Response Time | Advanced Response Time |
|---|---|---|---|
| 1 | **Impact Extensive**<br><br>Full Outage. The product is completely down and is not operational, or the operation of a mission critical application is severely impacted by the problem and work cannot reasonably continue.<br><br>*E.g., System offline or crash incident occurred, critical business application functions cannot be performed or data loss.*<br><br>Immediate action taken to return the product to normal operation state with the highest priority. | Within 1 hour | Within 30 Minutes |
| 2 | **Impact Significant**<br><br>Failure of Functionality. There is limited use of the product. Some features work, but others do not. The product is subject to periodic interruptions and is considered unstable or performance has degraded. No acceptable work around exists.<br><br>*E.g., An impairment to a product where important business functions cannot be used, accessed, or consumed with any level of consistency.* Immediate action taken to return product or service to normal operation state with the highest priority. | Within 3 hours | Within 2 hours |
| 3 | **Impact Moderate**<br><br>Limited or Non-critical failure of functionality. No significant effect on productivity or overall Product usage. This includes issues that have workarounds.<br><br>*E.g., A problem that results in a minor or limited loss of service; however, you experience an inconvenience to your business operations.*<br><br>All efforts will be made to restore product or service to normal operating state. In the event of a defect requiring software code development to resolve, the problem will be assessed, and resolution timetable communicated to the customer within 7 to 14 business days. | Within 1 Business Day | Within 4 Business hours |
| 4 | **Impact Nominal**<br><br>Used for cosmetic issues, small feature requests and all non-critical or non-time sensitive issues. There is no impact on the quality, performance, or functionality of the product or service.<br><br>*E.g., Service is operational, request to add or configure features, load, or update content.* | Within 2 Business Days | Within 1 Business Day |

### 2.4 Maintenance

GHD periodically adds, repairs, and upgrades the Products and shall use its best efforts to accomplish this without affecting Customer's access to any Products; however, repairs of an emergency or critical nature may result in the Products not being available for Customer's usage during the course of such repairs. GHD reserves the right to suspend access to the Product in order to conduct routine maintenance to both Products and hardware according to the following protocols:

| Item | Description | Commitment |
|---|---|---|
| Standard Maintenance Window | During Customer's non-business hours - between 10PM - 5AM local time | GHD will announce maintenance window 7 days ahead of time that aligns with Customer's non-business hours |
| Scheduled Maintenance | Routine, scheduled maintenance will be performed inside the maintenance window. | Customer will be notified through designated point of contact. |
| Non-Scheduled/Emergency Maintenance | May be performed outside the maintenance window and will be counted as unscheduled downtime. | Customer will be notified as soon as commercially reasonable. |

### 2.5 Service Credits

Service Credits are calculated as a percentage of the value of the monthly service, based on the applicable Order, during which GHD did not respect its commitment to monthly uptime. Service Credits do not entitle the Customer to any refund or other payment owed to GHD.

| Monthly Uptime Percentage | Percentage of Service Credit (per month) |
|---|---|
| Less than 99.95% but equal to or greater than 99.00% | 20% |
| Less than 99.00% | 40% |

In order to claim a Service Credits, Customer must: (i) request all Service Credits in writing to GHD within thirty (30) days of the incident; and (ii) identify the relevant incident.

GHD will acknowledge receipt of a claim within five (5) calendar days and will review all claims within ten (10) calendar days after receipt and inform the Customer in writing by electronic email whether the Service Credits will be issued or whether the claim is rejected specifying the basis for rejection. GHD will pay in the form of a credit to Customer's account with a Credit Note issued via email.

### 3. Contact Support

For the fastest support please submit a ticket through our Incident Portal. For customers subscribed to Advanced Support package; or for Severity 1 and Severity 2 outages, please use our Phone option and follow the prompts.

>   Incident Portal: https://support.ghddigitalpss.com
>   Email: productsupport@ghd.com
>   Phone:  1+866-691-5528

3.1 Escalation Procedures

GHD's escalation procedures are meant to raise the visibility and importance of Customer's problem internally for any given Product. At the discretion of GHD, Customer product support issues may be escalated internally to manager of customer support or technical operations manager. For escalations, please reach out:

**Manager of Customer Support**
Contact: Andre Labonte
Phone:  1+ 519-340-4226
E-mail: ticket-escalation.ghddigital@ghd.com

**Technical Operations Manager**
Contact: Ben Barnes
Phone: 1+519-340-3981
E-mail: ticket-escalation.ghddigital@ghd.com

If Customer is not satisfied with a response from the product support staff, Customer may request that the issue be escalated by contacting a support representative.