

3E Cloud Services Service Level Agreement

This Exhibit sets forth the operational standards, support, and response standards provided by Elite to Customers for 3E Cloud, 3E Cloud Care, and 3E Essentials (“3E Cloud Services”) during the term of the subscription. Elite may modify this Service Level Agreement by giving Customer at least 30 days’ prior notice. Notwithstanding anything to the contrary contained in the Agreement, this Exhibit supersedes and replaces any prior service level agreements between the parties with regard to the 3E Cloud Services. If Elite makes any change to the Service Level Agreement that affects the Customer in a material and adverse manner, Customer may terminate the 3E Cloud Services within 30 days after the date Customer is notified of any such change.

The obligations set forth in this Service Level Agreement shall also apply to any 3E Cloud Care supported customizations (“Supported Customizations”). Supported Customizations are (i) any customizations to the 3E Cloud Services included at initial 3E Cloud Services Live Operation, and (ii) any future customizations the parties agree will be supported pursuant to the terms of this Service Level Agreement as set out in an order form, addendum or amendment.

1. OPERATIONAL STANDARDS; MAINTENANCE SCHEDULE

1.1 Availability. Elite will use commercially reasonable efforts to make the 3E Cloud Services available for Customer’s use at least 99.9% of the time during each calendar month except for time the 3E Cloud Services are not available due to the following items (i) through (vii) (“Service Exclusions”): (i) Scheduled Maintenance described in Section 1.2 of this Service Level Agreement, (ii) failure, interruption, outage, or other problem with any infrastructure not supplied by Elite, including, hardware, software, system, network, facility, or other component (for the avoidance of doubt, cloud hosting for the 3E Cloud Services is supplied by Elite), (iii) failure of internet connectivity not supplied by Elite, (iv) any force majeure event, (v) suspension or termination of the 3E Cloud Services pursuant to the Agreement, (vi) misuse of, or unauthorized change to the 3E Cloud Services by Customer, any of its users, employees, vendors, contractors or agents (each a “Customer User”), or any third party using the credentials of any Customer User, or (vii) failure of any Customer User to modify use after notification by Elite to Customer to modify use of the 3E Cloud Services (the “Availability Requirement”).

For purposes of the Availability Requirement, the 3E Cloud Services shall be considered available unless: (i) the login page is generally unavailable, or (ii) if users can login but the majority of the material functionality of 3E Cloud Services is not functioning for all users who have access to such functionality. The Availability Requirement only applies to the live production environment, it does not apply to non-production environments, including but not limited to preview, or disaster recovery.

Actual 3E Cloud Services availability shall be measured as a percentage in accordance with the following formula:

Service Availability % = ((MP-SD) × 100)/MP (represented as an exact number to 1 decimal place) where:

- MP = total number of minutes, excluding minutes associated with Service Exclusions, within the relevant calendar month; and
- SD =total number of minutes the 3E Cloud Services is not available beginning from the time the Customer submits a support service request pursuant to Section 2 of this Service Level Agreement and ending when the 3E Cloud Services becomes available, excluding Service Exclusions, in the relevant calendar month.

1.2 Scheduled Maintenance

The 3E Cloud Services is made up of the following components: (i) “3E Core” which shall mean the main business operations management solution (which may include billing, collections, accounts payable, general ledger, conflicts, and records features), and (ii) “Other than Core” which shall mean the APIs and products, components, and add-on subscriptions other than 3E Core that are included with the 3E Cloud Services.

“Scheduled Maintenance” is maintenance and support in the 3E Cloud Services production environment performed *within* the timeframes noted below, including, but not limited to: (i) the provisioning or removal of all or a portion of the 3E Cloud Services as the result of changes in the Customers’ subscriptions, (ii) product updates, (iii) architecture or technology changes, (iv) performance and load rebalancing, (v) system or security updates, and (vi) non-product update related maintenance (i.e., restarts). Scheduled Maintenance may cause all or a portion of the 3E Cloud Services production environment to be unavailable.

Scheduled Maintenance (times below will conform to Daylight Savings as appropriate):

- 3E Cloud Services deployed in the US or Canada: Any day from 9:00 pm to 5:00 am US Central Time
- 3E Cloud Services deployed in Australia: Any day from 9:00 pm to 5:00 am Australian Eastern Time
- 3E Cloud Services deployed in Europe: Any day from 9:00 pm to 5:00 am British Time

Elite shall provide Customer notice of any Scheduled Maintenance that may have a material impact on Customer.

More significant Scheduled Maintenance may be required during a weekend and Elite will provide Customer with advanced notice of any such Scheduled Maintenance.

Elite will not schedule 3E Core Scheduled Maintenance during month-end (5 days before and 5 days after month-end) or Customer's year-end (2 weeks before and 2 weeks following year-end). These black-out periods do not apply to Other than Core Scheduled Maintenance. Customer's year-end will be deemed calendar year-end unless Customer has provided Elite with written notice of an alternative fiscal year-end. Customer is responsible for notifying Elite of any changes to its fiscal year-end.

1.3 Unscheduled Maintenance. "Unscheduled Maintenance" is maintenance and support of the 3E Cloud Services production environment *not* performed within the timeframes noted for Scheduled Maintenance, including, but not limited to: (i) urgent fixes and updates for issues that materially affect daily operations and need prompt resolution, (ii) urgent architecture or technology changes, (iii) urgent performance and load rebalancing, and (iv) urgent system or security updates. Unscheduled Maintenance may cause all or a portion of 3E Cloud Services production environment to be unavailable.

2. SUPPORT

Customers can create a support service request through Elite technical support platform (currently the Customer Portal at <https://customerportal.elite.com>) or by contacting your regional support team. Each service request is routed to a support analyst.

Support is available during the business hours set forth below depending on the Elite support team supporting customer ("Business Hours"):

- 3E Cloud Services deployed in the US or Canada: Monday - Friday 6:00 am to 5:30 pm US Pacific Time, excluding US holidays.
- 3E Cloud Services deployed in Australia: Monday - Friday, 8:30 am to 5:30 pm local time, excluding AUS holidays.
- 3E Cloud Services deployed in Europe: Monday – Friday 8:00 am to 6:00 pm GMT, excluding UK holidays.

If Customer has an active ASSIST+ subscription, support will be available 24 hours a day, Monday-Friday, excluding the holidays noted above.

For 3E Cloud Care, support is available 24 hours a day, 7 days a week.

2.1 Customer Support

- Service requests are assigned to the appropriate support analyst.
- Support will make every effort to attempt to resolve the service request in a timely manner in accordance with this Service Level Agreement. Resolutions may include: product education, referral to product documentation, assistance with resolving error messages and basic data issues.

2.2 Support Escalation

If the service request cannot be resolved by the assigned analyst initially, it will be referred to a more senior support analyst on the topic being addressed. An open action item will appear on the service request that is assigned to the appropriate support queue or referred directly to the senior analyst. If the service request cannot be resolved by the senior support analyst or the problem is determined to be an issue (i.e., bug or enhancement request), the service request is referred/assigned to the appropriate development team.

- The support team will continue to act as a liaison between the development team and the Customer for addressing and resolving any issues that are escalated.
- After the problem has been escalated, the service request will be prioritized based on the urgency of the service request; prioritization will be set during weekly meetings held with the development team.

3. RESPONSE STANDARDS

3.1 Support Response Times

Unless otherwise agreed, Elite will respond to support requests as follows during availability as described in Section '2. Support' of this Service Level Agreement.

Severity Level	Initial Response Time for North America, ANZ and EMEA For all other regions, as soon as an analyst is available.	Support Obligation
Urgent – System Down (A crisis impacts the customer's ability to conduct business and no procedural workaround exists. The system or application may be unavailable.)	Within 1 hour of initial notification. Elite recommends that Customer calls the toll-free number to speak directly with a support analyst rather than opening the case via the Customer Portal.	Continuous good faith efforts until the problem is resolved or a reasonable work-around is achieved.
High (A high impact problem indicates significant business impact to the customer. The program is usable but is severely limited.)	Within 2 hours of initial notification.	Reasonable efforts to correct the reported error.
Default/Normal (A moderate impact problem or default support involves partial, non-critical functionality loss or a reasonable workaround to the problem has been provided. A "fix" may be provided in a future release.)	Within 2 hours of initial notification.	Elite shall provide a substantive response or additional questions that Elite needs answered prior to proceeding. If the problem results in the identification of a system bug or error in the 3E Cloud Services, the issue shall be escalated to the appropriate Elite department with reasonable efforts to correct the reported error as appropriate.
Low (A low impact problem is a "how to" or an advisory question.)	Within 1 business day of initial notification by Customer.	A reasonable response or direction will be provided for training or additional documentation (e.g., link to knowledge base or online training courses).

3.2 Limitations. Elite's obligations to address problems and correct errors shall be limited to issues that affect Customer's ability to utilize the 3E Cloud Services according to the user documentation provided by Elite to Customer. Except as set out in the Agreement, the support services do not include: (i) visits to Customer's site, or (ii) any services for any third-party equipment or software. In addition, Elite has no obligation to correct any error resulting from a failure by Customer to implement any third-party software modification or upgrade recommended by Elite. Elite is not required to provide support to the extent that the problem is caused by Customer's failure to adhere to instructions, or events beyond the reasonable control of Elite. Elite does not provide support or upgrades for any integrations with third party applications developed by Elite as part of implementation or development services provided to Customer.

4. UPDATES

Updates ("Updates") shall mean any periodic software releases which may be provided to Customer as part of support services including enhancements and/or problem corrections and any release notes. Updates for the 3E Cloud Services will be provided during the term at no additional charge and will be deemed part of 3E Cloud Services applied at Elite's discretion. Elite may perform testing (including automated) of Updates in the 3E Cloud Services preview environment.

5. TRAINING & SUPPORT MATERIALS

Various reference materials are available in electronic format via the online help pages available for the 3E Cloud Services and via the Knowledge Base (accessible via the Customer Portal website). In addition, Elite may provide various training sessions for Customer's internal users.