



## Support Policy and Service Level Agreement

This Aera Support Policy and Service Level Agreement (“**Support Policy**”) describes Aera’s support and Service level agreement (“**SLA**”) offering in connection with Customer-reported bugs, defects or errors in the Service (“**Error(s)**”). Aera will provide technical support for the Service (“**Support**”) in accordance with this Support Policy and the applicable written subscription agreement between Aera and Customer for the Service (“**Agreement**”). Customer will receive Aera’s general Support offering, “Premier Support,” or “Enterprise Support,” as designated in the applicable Order Form (“**Support Level**”). However, Aera may provide more limited support for free trial, non-production, and evaluation use of the Service in its discretion. Aera may update this Support Policy from time to time.

Customer may access real-time information on Aera system performance at: <https://status.aeratechnology.com/>

Capitalized terms not defined in this Support Policy have the corresponding meaning set forth in the Agreement.

### 1. DEFINITIONS

- 1.1 “Available” means the User is able to access the Service.
- 1.2 “Business Days” means Monday through Friday, excluding U.S. Federal holidays.
- 1.3 “Business Hours” means 8 a.m. to 6 p.m. Eastern Time on Business Days.
- 1.4 “Customer Outage Event” means a period of time in which the Service is not Available due to acts, omissions or requests of Customer, including without limitation (a) configuration changes in, or failures of, the Customer environment, (b) work performed by Aera at Customer’s request, (c) Customer’s unavailability or untimely response to incidents that require its participation for source identification and/or resolution or (d) Customer’s failure to provide Aera with any requested physical or remote access to any Customer facilities, equipment or personnel.

- 1.5 “Monthly Availability” means that percentage of time, as measured monthly, during which the Service is Available. Availability will be expressed as a percentage calculated in accordance with the following formula:

$$\text{Availability}\% = \frac{100\% \times (\text{Scheduled Uptime Minutes} - \text{Unscheduled Downtime Minutes})}{\text{Scheduled Uptime Minutes}}$$

- 1.6 “Eastern Time” means Eastern Standard Time or Eastern Daylight Savings Time, whichever is then in effect at the applicable moment of consideration.
- 1.7 “Emergency Maintenance” means performing emergency maintenance on the applicable Service at any time and without prior notice to Customer, including a Severity Level 1 critical failure in a production environment, affecting all Users of the Service, with no workaround available and security vulnerability patches.
- 1.8 “Scheduled Downtime” means the minutes in which the Service is not Available due to planned downtime for maintenance, system repair or updates.
- 1.9 “Scheduled Uptime Minutes” means the difference between (a) total minutes in the applicable month and (b) Scheduled Downtime for such month.
- 1.10 “Unscheduled Downtime” means the number of minutes in which the Service is not Available other than (a) Scheduled Downtime, (b) minutes in which the Service is not Available due to Customer Outage Event, (c) minutes in which the Service is not Available due to a Force Majeure Event, (d) minutes in which the Service is not Available due to Emergency Maintenance.
- 1.11 “Service Level” is defined as a Monthly Availability percentage of 99.5% on a 24x7 basis.



## 2. ERROR REPORTING, RESPONSE AND SERVICE RESTORATION EFFORTS

2.1 Error Reporting: Severity Level Determination. Customer will promptly report to Aera any observed Errors. Customer will, in good faith, assign and prioritize an Error based on one of the four Severity Level categories (as provided in the chart below), depending upon the resulting impact caused by the Error. Aera may re-assign a Severity Level prioritization to Customer in the trouble ticketing system, based on the Severity level descriptions below. Customer may report to Aera any Severity Level 1 or 2 Error twenty-four (24) hours per day, seven (7) days per week, and any Severity Level 3 or 4 Error during Aera's normal Business Hours.

2.2 Reporting and Confirmation. Customer will promptly log an incident with Aera customer support at <https://aeratechnology.atlassian.net/servicedesk/customer/portal/33/> any time in which the Service is not Available for reasons other than Scheduled Downtime, along with the following information:

2.2.2 The manner in which the system is not Available; and

2.2.3 The date and time in which the system first became not Available, to the best of Customer's knowledge.

2.3 Skills Support. Customer is responsible for providing front-line support to its Users with respect to Skills. Aera will provide second-line support with respect to the Aera Service. Errors relating to development (e.g. Skill-building and implementation of Skills) ("Development Errors") may only be reported by Customer representatives who have been trained and certified to Aera's reasonable satisfaction on the latest major release by Aera ("Certified Representatives"). Aera's obligations under this document do not apply to Development Errors that are reported by anyone other than a Certified Representative. Aera reserves the right to limit support to a reasonable number of Customer representatives.

2.4 Scheduled Downtime Notifications. Aera will use commercially reasonable efforts to notify Customer of the duration and timing of any Scheduled Downtime at least five (5) Business Days in advance for all such Scheduled Downtime. Scheduled Downtime will be scheduled to occur on weekends and holidays whenever reasonably practical. Aera will provide Customer with prompt notification as soon as it becomes aware of any actual or imminent Unscheduled Downtime, and periodic updates regarding Aera's progress in remedying the Unscheduled Downtime.

2.5 Response and Target Times. Aera will use commercially reasonable efforts to respond to, and to use the applicable efforts consistent with those designated in the chart below, to resolve the applicable Error or provide a workaround. Customer will provide Aera with all information and assistance reasonably requested by Aera to resolve the applicable Error, and the target service restoration times set forth below may be extended for any period of time attributable to Customer's failure to comply with the obligations set forth in this Support Policy.

Priority	Definition	Target Level of Effort	Target Initial Response	Target Service Restoration or Workaround
<b>1 (Urgent)</b>	Production Error that (a) renders the Service completely inoperative, (including entire system, Unscheduled Downtime, and data integrity issues), or (b) makes Customer's use of material features of the Service impossible, with no workaround available.	Continuous efforts, 24 hours per day, 7 days per week	<b>Prod:</b> Immediate, but to not exceed 1 hour <b>UAT:</b> 4 hours	<b>Prod:</b> 12 hours <b>UAT:</b> 2 Business Days
<b>2 (High)</b>	Production Error that (a) has a high impact to key Service functionalities, or (b) seriously impairs Customer's use of material features of the Service. Customer cannot reasonably circumvent or avoid the Error on a temporary basis without the expenditure of significant time or effort. Workaround is available.	Continuous efforts, 24 hours per day, 7 days per week	<b>Prod:</b> 4 hours <b>UAT:</b> 1 day	<b>Prod:</b> 36 hours <b>UAT:</b> 8 Business Days
<b>3 (Normal)</b>	Production Error that has medium to low impact on the Service, but Customer can still access and use some of the functionality of the Service. Short-term workaround is available, but not scalable.	Commercially reasonable efforts, during normal Business Hours	<b>Prod:</b> 1 Business Day <b>UAT:</b> 1 Business Day	<b>Prod:</b> 3 Business Days <b>UAT:</b> N/A
<b>4 (Low)</b>	Either (i) a question about the use of the Service, (ii) a question about a feature described in the applicable Documentation or (ii) an enhancement request.	Commercially reasonable efforts, during normal Business Hours	<b>Prod:</b> 1 Business Day <b>UAT:</b> 3 Business Days	N/A

### 3. LIMITATIONS

This SLA and any applicable Service Levels do not apply to any performance or availability issues related to:

- use of service, hardware, or software not provided by Aera, including, but not limited to, issues resulting from inadequate bandwidth, not supported data integration/connector or related to third-party software or services;
- use of service after Aera advised you to modify your use of the Service, and you did not modify as advised;
- failure to adhere to any required configurations, use supported configurations or platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service, including faulty data source;
- Customer-owned elements since the restoration efforts will be a shared responsibility of Customer and Aera, and may include: (a) the integration of the Service with Customer's data source systems; (b) data refreshes of Customer's data source systems; or (c) the configuration and execution of Skill logic;
- performance degradation or latency issues due to non-compliance to the published [Aera Technical Requirements](#).