



Lakeside[®]

Service Level Agreement for SysTrack Cloud Services

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Contents

Introduction	3
Response Times.....	3
Business Continuity Plan	4
Service Level General Terms.....	5
Definitions	5
Terms	6
Monthly Uptime Calculation and Service Levels for Cloud Services.....	7
Terms of Service Amendments for SysTrack Cloud Services	8



Introduction

This Service Level Agreement for SysTrack Cloud Services (this “SLA”) is a part of the terms of service under which the SysTrack service is provided to you (the “Agreement”). Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Agreement. This SLA applies to the SysTrack Services listed herein (a “Service” or the “Services”), but does not apply to separately branded services made available with or connected to the Services or to any on-premises software that is part of any Service.

We will not modify the terms of your SLA during the initial term of your subscription; however, if you renew your subscription, the version of this SLA that is current at the time of renewal will apply throughout your renewal term. We will provide at least ninety (90) days’ notice for adverse material changes to this SLA.

Response Times

We will endeavor to provide maintenance and support to you at the time of your call or upon receipt of your electronic notification of a problem but in any event no later than the following, based on the priority of the problem.

- a. **Severity Level 1** – The Cloud Services are non-operational and have a material adverse impact to your business. Within two (2) hours following our receipt of your report of a Severity Level 1 problem, Lakeside will acknowledge receipt and begin investigation. We will respond and provide an assessment or evaluation of the problem to you within four (4) hours. Thereafter, Lakeside will diligently perform corrective maintenance upon the Cloud Services and use its best efforts to provide an acceptable workaround within twenty-four (24) hours. Lakeside will continue such efforts until the Cloud Services are restored to operate in conformity with the documentation.
- b. **Severity Level 2** – A major function of the Cloud Services is unavailable with no reasonable workaround and has a material adverse impact to your business. Within two (2) hours following our receipt of your report of a Severity Level 2 problem, Lakeside will acknowledge receipt and begin investigation. We will respond and provide an assessment or evaluation of the problem to you within eight (8) hours. Thereafter Lakeside will diligently perform corrective maintenance upon the Cloud Services and use its best efforts to provide an acceptable workaround within three (3) days. Lakeside will continue such efforts until the Cloud Services is restored to operate in conformity with the documentation.
- c. **Severity Level 3** – A major function of the Cloud Services is unavailable, but there is a reasonable workaround or a non-major function is unavailable with no reasonable workaround. Within four (4) hours following our receipt of your report of a Severity Level 3



problem, Lakeside will acknowledge receipt and begin investigation. We will respond and provide an assessment or evaluation of the problem to you within twenty-four (24) hours. Thereafter Lakeside will diligently perform corrective maintenance upon the Cloud Services and use its best efforts to provide an acceptable workaround within seven (7) days. Lakeside will continue such efforts until the Cloud Services is restored to operate in conformity with the documentation. If you open a problem report without specifying a severity level, by default we will assign it to Severity Level 3.

d. **Severity Level 4** – An enhancement is requested or there is a minor problem that does not materially interrupt or disrupt work. Within twenty-four (24) hours following your report of a Severity Level 4 problem, Lakeside will acknowledge receipt of your report. Our staff will review and respond to you in the normal course of our operations. We may resolve the problem or agree to provide an acceptable workaround in future commercial releases or error corrections during our normal course of business.

Business Continuity Plan

Lakeside maintains a business continuity plan (**BCP**) that specifies the procedures that it follows to avoid, remedy and mitigate internal or external problems that may have a material adverse effect on its ability to provide the Cloud Services. The BCP plan is designed to ensure continued availability of the Cloud Services for its customers as well as the security of the platform during emergency situations. The BCP incorporates required IT Service Continuity Management (ITSCM) and Disaster Recovery Plans (DRP).

The BCP plan includes accommodations for both (1) Lakeside as an enterprise (providing assurance of resilience and continuity of those parts of the Lakeside's business engaged in providing the Cloud Services or might impact the Cloud Services) through Lakeside enterprise BCP and (2) the Cloud Services themselves operated on behalf of customers (providing assurance of the resilience and continuity of the Cloud Services).

If an event or incident of any nature occurs that may affect the Supplier's ability to provide the Cloud Services, Lakeside will activate its BCP. Lakeside's BCP plan is confidential; it may make the plan available for inspection by you upon your reasonable request at its headquarters location following your execution of a suitable non-disclosure and confidentiality agreement.

Lakeside evaluates its BCP on a regular basis and at least once annually to ensure that its BCP plan is up to date and is likely to meet business continuity objectives of the company. The review considers both Business Impact Analysis (BIA), which identifies and qualifies the business impacts of a loss, interruption or disruption to business processes and Risk



Assessment (RA), which assesses the probability and impact of specific threats that could cause a business interruption which threatens or actually impacts Lakeside's ability to fulfil its obligations to its customers.

Lakeside's BCP includes pandemic response planning which addresses scenarios of significant staff loss and remote working due to unavailability of its premises.

Service Level General Terms

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Level target is met.

Definitions

"**Applicable Monthly Period**" means, for a calendar month in which a Service Level is calculated, the number of days that you are a subscriber for a Service.

"**Cloud Services**" refers to a set of SysTrack resources utilized for digital experience management.

"**Downtime**" is defined for each Service in the Services Specific Terms below.

"**Error Code**" means an indication that an operation has failed, such as an HTTP status code in the 5xx range.

"**External Connectivity**" is bi-directional network traffic over supported protocols such as HTTPS that can be sent and received from a public IP address.

"**Incident**" means (i) any single event, or (ii) any set of events, that result in Downtime.

"**Instance Connectivity**" is bi-directional network traffic between the SysTrack instance and other IP addresses using TCP or UDP network protocols in which the SysTrack instance is configured for allowed traffic. The IP addresses can be IP addresses in the same Cloud Service as the virtual machine, IP addresses within the same virtual network as the virtual machine or public, routable IP addresses.

"**Management Portal**" means the web interface, provided by Lakeside, through which customers may manage the Service.

"**Service Level**" means the performance metric(s) set forth in this SLA that Lakeside agrees to meet in the delivery of the Services.

"**Service Resource**" means an individual resource available for use within a Service.



"Success Code" means an indication that an operation has succeeded, such as an HTTP status code in the 2xx range.

"Support Window" refers to the period of time during which a Service feature or compatibility with a separate product or service is supported.

"Tenant" represents one or more SysTrack applications each deployed in a single package for a customer.

Terms

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

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, pandemic, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised;
4. During or with respect to preview, pre-release, trial or early-adopter versions of a Service, feature or software (as determined by us) or to purchases made using Lakeside subscription credits;
5. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
6. That result from your failure to adhere to any required configurations, use supported 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 (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;



7. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
8. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;
9. During Planned Maintenance periods.
10. Due to your use of Service features that are outside of associated Support Windows;
or
11. For licenses reserved, but not paid for, at the time of the Incident.

Monthly Uptime Calculation and Service Levels for Cloud Services

"**Maximum Available Minutes**" is the total accumulated minutes during a billing month for all SysTrack tenants belonging to a customer. Maximum Available Minutes is measured from when the Tenant has been deployed and its associated SysTrack applications have been started resultant from action initiated by Customer to the time Customer has initiated an action that would result in stopping or deleting the Tenant. Maximum Available Minutes does not include Planned Maintenance.

"**Downtime**" is the total accumulated minutes that are part of Maximum Available Minutes that have no SysTrack Instance Connectivity.

"**Monthly Uptime Percentage**" for Cloud Services is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a billing month for a given Lakeside SysTrack subscription. Monthly Uptime Percentage is represented by the following formula:

Monthly Uptime % = (Maximum Available Minutes-Downtime) / Maximum Available Minutes X 100

"**Planned Maintenance**" for Cloud Services means a period during which Lakeside publishes plans for service unavailability. Typically, Planned Maintenance is used for upgrading and maintaining the Cloud Service. Planned Maintenance will be advertised on the site in advance and provide at least 48 hours notice, and except for emergency situations, will occur on weekends. We target using less than six hours of Planned Maintenance in a billing month.

The Target Monthly Uptime Percentage for SysTrack Cloud Services is 99.5%.

Terms of Service Amendments for SysTrack Cloud Services

The following terms are added to the Agreement:

1. **Open Source Software** – Customer may receive open source software when Customer uses the Offering and any open source software is made available under the applicable open source licenses, which can be found at https://cloud.lakesidesoftware.com/Cloud/ViewDocument?document=Third_Party. Customer may obtain a copy of licenses and any source code (and modifications) that Publisher is required to make available under these licenses (the “Source Files”) by sending a written request, with Customer name and address to: Lakeside Software, LLC, 40950 Woodward Ave, Ste 200, Bloomfield Hills, MI 48304, USA. All written requests must specify: Open Source Files Request, Attention: General Counsel. This offer is valid for three years from the date Customer last received open source software as part of the Offering or last accessed the Offering.
2. **Agent Software** – Customer may download and use the agent software associated with the Offering (“Agent Software”) on the number of systems and system types pursuant to Customer arranged contract and/or purchases from Publisher during the term of this Agreement. Upon termination of this Agreement, Customer agrees to uninstall and remove the Agent Software from all computers at Customer’s expense and destroy any copies thereof that Customer has made. Customer acknowledges that the Agent Software is an integral part of the Offering.
3. **General Restrictions** – Customer and those accessing the Offering through Customer’s accounts or on its behalf may not use the Offering: (i) in any application or situation where failure of the Offering could lead to the death or serious bodily injury of any person or to severe physical or environmental damage; (ii) with online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which failure could lead to death, personal injury, or severe physical or environmental damage; or (iii) to aide development of products or services that are competitive with the Offering.
4. **Compliance with Laws** – Customer acknowledges that the Offering is of United States origin, is subject to the U.S. Export Administration Regulations and may be subject to the export control laws of other jurisdictions. Customer represents and warrants that (a) Customer is not acting on behalf of (1) any person who is a citizen, national, or



resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; (b) Customer will not permit the Offering to be used for any purposes prohibited by law, nor for any prohibited development or for the design, manufacture or production of missiles or nuclear, chemical or biological weapons; (c) Customer data will not be classified or listed on the United States Munitions list, contain defense articles, defense services or contain ITAR-related data; (d) Customer data will not require an export license and is not restricted from export to any Publisher global resource or personnel under applicable export control laws; and (e) Customer is not subject, either directly or indirectly, to any order issued by any government revoking or denying, in whole or in part, Customer's export privileges and will notify Publisher immediately if Customer become subject to any such order. Use or facilitation of the Offering in connection with any activity including, but not limited to, the design, development, fabrication, training, or testing of chemical, biological, or nuclear materials, or missiles, drones, or space launch vehicles capable of delivering weapons of mass destruction is prohibited.

5. **Anonymized Data** – We own and retain all right, title and interest in and to any information that we collect and analyze in connection with the Offering, such as usage patterns, user feedback and other information to improve and evolve our software products and services offerings. This also includes information that we anonymize and use for benchmarking purposes with other users or customers to the extent that you are not identified as the source of such data. More information regarding how we use anonymized data may be found at https://community.lakesidesoftware.com/Community/Docs/SysTrack_Community-Privacy_Policy.pdf
6. **Licensing** – Customer must purchase and possess licenses for every device or user for which you operate the Software. If you deinstall the Software from a device, you may install and use the Software on another equivalent device under the same per-unit license, provided that either (i) you remove the device from which the Software is deinstalled from service entirely or (ii) you do not reinstall the Software on a new device for at least thirty (30) days after the Software is deinstalled from the prior device. For the avoidance of doubt, it does not matter whether a device upon which the Software is installed is in use at any particular time. You must possess a per-unit



license for every device upon which such Software is installed, regardless of whether the device is in use.