



Service Level Addendum

This Service Level Addendum (“**SLA**”) is a contract document in connection with the Agreement between Client and Legion Technology, Inc. (“**Legion**”) and outlines Legion’s commitments in response to support events that are documented in a support ticket via Legion’s ticketing system. This SLA also sets forth potential credits available to Client if Legion fails to meet its Response Metric. Such potential credits are Legion’s only obligation and Client’s only remedy for Legion’s failure to meet the Response Metric. Capitalized terms not defined herein will have the same meaning as in another applicable contract document between Client and Legion.

1. **Response Commitment**

A. **Response Metric.**

“**Response**” means the time between receipt by Legion of a support ticket and the time that Legion contacts, or attempts to contact, Client regarding the issue, excluding exclusions listed below.

“**Response Metric**” means for each Priority Level Condition in the table below, the Response Metric set forth opposite the Priority Level Condition.

B. **Exclusions.** Delayed response time resulting from the following are excluded from the Response Metric:

- i. Routing anomalies, asymmetries, inconsistencies, failures of the Internet and other causes outside of Legion’s control;
- ii. Scheduled Maintenance events as defined in Section C below;
- iii. Emergency Maintenance events as defined in Section C below;
- iv. Timeliness of support, response, and resolution efforts of third-party providers and solutions included in Services;
- v. Client requested or instructed actions, whether performed by the Client, Legion, or a third party, that impacts Response;
- vi. Action or failure to act of Client, Client’s personnel, or any Authorized User; and
- vii. Incorrect information provided by Client or entered by Client in the support ticket.

C. **Maintenance Exception Definitions.**

- i. “**Scheduled Maintenance**” means a period for which the Services are scheduled to be unavailable for preventative maintenance, install upgrades or perform similar work.
- ii. “**Emergency Maintenance**” means a period for which Services are unavailable due to exigent circumstances, as opposed to Scheduled Maintenance. Legion shall provide notice as soon as is reasonably practicable but no later than forty-eight (48) hours after the Emergency Maintenance is completed.

D. Credits.

Except for exclusions from the Response Metric, if the applicable Response Metric is not met to the extent set forth below, upon Client’s written request and verification of the credit by Legion, Legion shall apply the applicable corresponding credit solely to Client’s next following invoice or obligation. The applied credit is Client’s sole remedy for Legion not meeting the Response Metric. Credits do not aggregate, do not rollover from month to month, and are not available for a support ticket that is auto closed due to Client non-response. The credit amount will be calculated as the applicable percentage of Services fees for the month in which the Response Metric is not met and applies only to the impacted Services component(s). Credit for any single failure shall not exceed ten percent (10.0%) of the monthly Service fees for the impacted component(s) of the Services and Client is not entitled to multiple credits for the same or contemporaneous Response Metric failure.

Length of Response Metric Failure	Percent Monthly Credit
> double the applicable Response Metric	5.0%
> triple the applicable Response Metric	10.0%

All credit requests shall be communicated *solely* via a ticket in the Legion ticketing system within seven (7) calendar days of the incident giving rise to the credit. The request ticket must express the desire to claim a Response Metric credit and detail the way in which Client was materially adversely affected by the delayed response time. After submission of the ticket requesting a credit, Client has thirty (30) days to deliver any additional information that Legion requests.

2. Issue Response

Legion client support services for Priority Level Conditions set forth below are available via the Legion ticketing system. Priority Level Conditions shall be reported to Legion by submission of a ticket via the Legion ticketing system. Client agrees that Legion may meet the Response Metric, but resolution of an issue requires cooperation by the users experiencing the issue. If an affected user does not respond to Legion in its efforts to address a Priority Level Condition, Legion will send notice to the user and thereafter the support ticket will be automatically closed within 24 hours if the user does not respond to Legion regarding the issue.

Support issues that involve third-party solutions included in Services are subject to the service level agreement and availability of support offered by the third party. Support provided by the third-party may be available on a basis different than Legion client support services. Details regarding third-party providers included in Services provided by Legion are set forth online at <https://legiontech.com/legal/>.

Business hours, as used in the table below, mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time zone, excluding holidays. Criteria for the Priority Level Conditions and the Legion Response Metric are the following:

<u>Priority Level Condition</u>	<u>Response Metric</u>
<p>Priority 1: Critical issue requiring immediate and sustained effort, e.g., company-wide outage</p>	<p>Respond to Client within 1 business hour after receipt of support ticket. As necessary, respond onsite within 3 business hours*after initial response.</p> <p>After business hours and on holidays: Respond to Client within 2 business hours after receipt of support ticket. As necessary, respond onsite within 4 business hours* after initial response.</p>
<p>Priority 2: Significant disruption to business, many users impacted (or VIP user), e.g., department-wide outage</p>	<p>Respond to Client within 2 business hours after receipt of support ticket. As necessary, respond onsite within 4 business hours* after initial response.</p> <p>After business hours and on holidays: Respond to Client within 4 business hours after receipt of support ticket. As necessary, respond onsite within 6 business hours* after initial response.</p>
<p>Priority 3: Operations restricted, workaround available, e.g., few individuals affected</p>	<p>Respond to Client within 12 business hours after receipt of support ticket. As necessary, respond onsite within 4 business days* after initial response.</p> <p>After business hours and on holidays: Respond to Client within 24 business hours after receipt of support ticket. As necessary, respond onsite within 4 business days* after initial response.</p>
<p>Priority 4: Minor impact, workaround typically deployed</p>	<p>Respond to Client within 24 business hours after receipt of support ticket.</p>

* Onsite response and support is available solely in Oklahoma City to client locations that are



within a 30-minute driving radius of the Legion office.