

SITETRACKER

Customer Support Addendum

All capitalized terms not defined in this Customer Support Addendum will have the meaning given to them in other parts of the underlying Agreement between Sitetracker and Customer.

1. CUSTOMER SUPPORT

1.0 SUPPORT SCOPE. Customer support is provided to resolve defects causing a nonconformity in the Services as compared to the Documentation (“**Customer Support**”). A resolution to a defect may consist of a fix, workaround, or other relief, as Sitetracker deems reasonable. Customer Support does not include performing the following:

- implementation, configuration, integration or customization services;
- training or assistance with administrative functions;
- resolving immaterial defects;
- resolving defects due to modifications of the Services made by any person other than Sitetracker or a person acting at Sitetracker’s direction; or
- resolving defects on any instance of the Services not in conformance with Section 2 (Upgrades and Updates).

1.1 ADDITIONAL SUPPORT SERVICES. Sitetracker may, in its sole discretion, offer supplemental Customer Support service options for an additional fee. If Customer chooses to purchase such supplemental services, the applicable additional terms and conditions will be reflected in the applicable package description documentation.

1.2 CUSTOMER SUPPORT ACCESS. Customer Support is available Monday through Friday, excluding local holidays, 8:00AM to 6:00PM Local Time (based on the customers billing region) via the Sitetracker Community (“**Support Portal**”). Local Time for access to Customer Support means the designated Customer Support window when Sitetracker Customer Support personnel will be addressing Customer’s cases for the purposes of the Target Response Times and Target Level of Effort. Sitetracker will provide visibility to Customer to Local Time within the Support Portal.

1.3 CASE LEVEL; TARGET RESPONSE TIME; TARGET LEVEL OF EFFORT

Class Level	Definition	Target Response Times	Target Level of Effort
CPL1	Complete Services failure, data corruption, or major functionality defects in which the Services are rendered inoperable, disabled and inaccessible without any workaround. Impacting majority/all users.	60 minutes	Updates every 4 hours, 7 days per week
CPL2	Defects where the Services operation is not functionally correct with respect to specifications but the Services allow the User to complete job functions. A workaround may be available.	End of next business day	As appropriate, Monday through Friday, 8AM to 6PM Local Time

	Impacting large percent (50%+) of users.		
CPL3	Non-critical reduced loss of use of the Services with a low impact to the business with operations continuing. A non-scalable workaround may be available. Impacting <50% of users.	5 business days	As appropriate, Monday through Friday, 8AM to 6PM Local Time
CPL4	Services aesthetics or cosmetics are inconsistent or incorrect but do not prevent user utilization; a problem has occurred but has not recurred, or an infrequently used utility gives misleading results.	15 business days	As appropriate, Monday through Friday, 8AM to 6PM Local Time

1.4 CUSTOMER RESPONSIBILITIES

1.4.1. Customer must designate CL1-CL4 priority upon submission of the support request. Sitetracker will review Customer's priority designation and may change designations that Sitetracker believes are incorrect. Any such determination made by Sitetracker is final and binding on Customer.

1.4.2. Customer will receive from Sitetracker communications via the Support Portal, email, or video, regarding the Service and acknowledges that access to the Support Portal may require multi-factor authentication by Customer.

1.5 EXCLUSIONS

1.5.0. Notwithstanding anything herein, the Target Response Times and Class Levels set forth above shall not modify security or privacy breach notification as set forth in the data security, data privacy and processing, or other applicable terms in Customer's underlying Agreement.

1.5.1. Customer shall be responsible for making appropriate personnel, including Customer's Security Contact, available continuously as needed in the event of a breach as set forth in the data security, data privacy and processing, or other applicable terms in Customer's underlying Agreement.

2 UPGRADES AND UPDATES

"**Upgrades**" are new Releases applied by Sitetracker to Customer's instances of the Service at no additional fee during the Subscription Term. A "**Release**" is a complete solution with new features or enhancements to the Service, including previously released Updates, if applicable. "**Updates**" are Sitetracker's releases (including patches and hotfixes) of the Service applied by Sitetracker to Customer's instances of the Service at no additional fee during the Subscription Term that provide problem fixes or other changes, but do not generally include new functionality. Sitetracker may provide new functionality either: **(a)** as an Upgrade, or **(b)** as different software or service for a separate fee. Sitetracker determines whether and when to develop, release, and apply any Upgrade or Update to Customer's instances of the Service, pursuant to Sitetracker's current Release Support Policy, which can be found at <https://www.sitracker.com/legal/> (or such successor site).

Sitracker shall use reasonable efforts to give Customer 15 days' prior notice of any Upgrade to the Service. Sitracker shall use reasonable efforts to give Customer 5 days' prior notice of any Update. Notwithstanding the foregoing, Sitracker may provide Customer with a shorter or no notice period of an

Upgrade or Update if, in the reasonable judgment of Sitetracker it is necessary to: **(i)** maintain the availability, security, or performance of the Service; **(ii)** comply with laws; or **(iii)** avoid infringement or misappropriation of any third-party Intellectual Property Rights. Sitetracker is not responsible for defects on any instance of the Services not in conformance with this Section 2.

SERVICE LEVEL AGREEMENT (“SLA”)

1. **Service Commitment.** During the Term of the Agreement, the Monthly Uptime Percentage of the Subscription Services will be at least 99.5% (the “Service Commitment”).

2. **Definitions.**

a. “Downtime” means any time that i) when Customer’s full production org of the Subscription Services is not available for use as confirmed by performance data maintained by Sitetracker; and ii) is not Excluded Downtime.

b. “Monthly Uptime Percentage” is calculated as follows:

$$\frac{\text{total number of minutes in a calendar month} - \text{total number of minutes of Downtime}}{\text{total number of minutes in a calendar mont}}$$

c. “Excluded Downtime” means any unavailability caused by i) scheduled maintenance, provided Sitetracker notifies Customer of such scheduled maintenance at least twenty-four hours in advance, and makes commercially reasonable efforts to schedule maintenance during low traffic times; ii) factors outside of Sitetracker’s control, including any force majeure event(s); iii) Customer’s internet access; iv) Customer’s or third party’s software or hardware under Customer’s control; v) actions or inactions of Customer or any third party subject to Customer’s control; vi) Customer’s breach of the Agreement; and/or vii) Salesforce.

d. “Service Credit” means a percentage of the Fees for the calendar month in which the Service Commitment is not met, to be credited against Customer’s future Fees if requested by Customer in accordance with Section 4 below.

3. **Service Credit.** In a calendar month during which the Service Commitment is not met, as confirmed by Sitetracker in writing, Sitetracker will credit Customer’s account with a non-transferrable (subject to the “Assignment” section of the Agreement) Service Credit equalling a percentage of the fee which is paid or payable by the Customer for the Subscription Services for the calendar month in which the breach occurred as follows:

Monthly Uptime Percentage	Applicable Service Credit
99.0%-99.5%	5%
98.0%-98.99%	10%
97.0%-97.99%	15%
<96.99%	18%

A Service Credit will be applied to Customer’s next invoice (or refunded if there are no forthcoming invoices). A Service Credit will only be applied if requested by Customer in accordance with Section 4 below.

4. **Service Credit Request.** To apply for a Service Credit, Customer must submit a written request to Sitetracker via a Sitetracker case within 30 days of the end of the calendar month in which the Downtime occurred with the subject line “SLA Service Credit.” The request must include the dates and times of the Downtime for which Service Credit is being requested, and any applicable information that documents the claimed Downtime.

5. **Exclusive Remedy.** This SLA states Customer's sole and exclusive remedy for any failure by Sitetracker to meet the Service Commitment or other failure of Sitetracker related to any availability issues, including without limitation for any breach of warranty, except as specifically set forth in the Agreement. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement.
6. **SLA Exclusions.** This SLA does not apply to any: (a) features designated beta, early access, free trial, limited preview, or preview, (b) features/functionality outside the scope of Subscription Services or otherwise excluded in the Documentation, and/or (c) sandbox environments which are signed into with a key other than a production key.