

Service Level Agreement

This Service Level Agreement is subject to the Agreement, and is only effective after Customer's Go-Live Date. For clarity, this Service Level Agreement applies only to production environments and does not apply to sandbox environments.

1. SOFTWARE AVAILABILITY

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond AuditBoard's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and AuditBoard's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, AuditBoard will credit Customer 1/365 of the Annual Fee for the relevant product(s) set forth in the applicable Order; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to AuditBoard) recognizes that downtime is taking place, and continues until the availability of the Service is restored. In order to receive downtime credit, Customer must notify AuditBoard in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of fees for the applicable product(s) in any one (1) calendar month in any event. AuditBoard's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of AuditBoard to provide adequate service levels under this Agreement.

2. SUPPORT ADDENDUM

This Support Addendum sets out what levels of support the Customer can expect to receive for the term of the Agreement as well as the procedures should a "defect" occur.

a. Contact

Customer may contact AuditBoard by phone, email, or through the Service as set forth below. Any requests submitted to AuditBoard by a method not listed in this section (a) will not be subject the response times set forth below.

Phone: +1.877.769.5444, press Option #2 for Support

Email: support@auditboard.com

In App: The Help Center, including the ability to submit a support request are accessible within the Service itself.

b. General Queries

AuditBoard endeavors to respond to all general queries about the application within one (1) business day. For the avoidance of doubt, queries that can be addressed or resolved directly by Users in the Service including, without limitation, adjusting roles and permissions, performing data imports, and making configuration updates are not intended to be in scope for the purposes of this Support Addendum and support for such requests will be provided by AuditBoard solely at its discretion and, if provided, will be limited to directing Users to resources which enable them to resolve the related query themselves.

c. Support Incident Response Time

AuditBoard's policy is to respond to all errors or outages in accordance with the table below. An incident ticket is assigned a priority number based on the nature of the issue.

The below section describes the priority levels as defined by AuditBoard:

P1 - Critical

- Outage of the AuditBoard service
- Initial Contact: < 1 business hour
- Status Update: Every 2 business hours
- Management Escalation: Immediate

P2 - High

- Customer's End-User can access the AuditBoard service, however, one or more significant features are unavailable, such as the ability to generate reports.
- Initial Contact: < 3 business hours
- Status Update: Every business day until resolution
- Management Escalation: 12 business hours

P3 - Low

- Other error that does not prevent the Customer's End-User from accessing a significant feature of the AuditBoard service (for example, an incorrect notification).
- Initial Contact: < 48 business hours
Status Update: Available by Email Request
- Management Escalation: A Customer business stakeholder (i.e., not a Customer administrator) may escalate a P3 incident to the AuditBoard Customer Success Director with a written statement of business impact relating to the P3 incident.
- AuditBoard may agree to shorten the resolution time for the Defect following an assessment of risk and business impact.