

# WolfePak Software, LLC

## Service Level Agreement

### 1. Scope of the Service Level Agreement

**1.1. Overview.** This Service Level Agreement (“SLA”) describes the standard service and support levels currently offered by WolfePak Software to its clients who have executed the Master Service Agreement (“MSA”).

**1.2. Definition of Services.** The SLA describes the availability of services and support offered by WolfePak for its Customers.

**1.3. Areas covered under the SLA.** The following describes the areas that are part of the services provided by WolfePak:

**1.3.1. Co-location Service:** wherein the server(s) are hosted in a secure environment and the availability of the server hardware/software is monitored and availability is maximized.

**1.3.2. Network Connectivity Service:** Wherein the servers and WolfePak Product can be accessed via the Internet over a secured connection.

**1.3.3. Continuity of Services:**

**1.3.3.1. *Power Services:*** To protect against power outage and surges.

**1.3.3.2. *Backup Services:*** To facilitate Business Continuity & Disaster Recovery.

**1.3.4. Support Services:** Wherein WolfePak support personnel provide support on reported and verifiable issues arising out of the WolfePak Platform.

### 1.4. Service Levels

**1.4.1.** WolfePak will use commercially reasonable efforts to provide availability to the WolfePak Platform, with the following exclusions:

**1.4.1.1.** Maintenance and upgrade downtime.

**1.4.1.2.** Any period of unavailability lasting less than 15 minutes.

**1.4.1.3.** Any unavailability caused by circumstances beyond WolfePak's reasonable control, including without limitation, acts of God, strikes or other labor disturbances, war (declared or otherwise), sabotage, computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within WolfePak's possession or reasonable control, and denial of service attacks, &/or any other cause or causes, whether similar or dissimilar to those herein specified which cannot be reasonably controlled by WolfePak.

**1.4.2.** Should WolfePak fail to make the WolfePak Platform available as set forth in Section 1.4 above (“SLA Noncompliance”) in a calendar month, the Customer may continue to use the WolfePak Platform and receive a refund of prepaid subscription fees equal to one twelfth (1/12) of the annual subscription amount. To request the credit for SLA Noncompliance, the Customer must submit in writing a request for credit to [support@wolfepak.com](mailto:support@wolfepak.com) within sixty (60) days of the occurrence. Any such request should contain a detailed description and account of the reported occurrence. All claims will be verified against WolfePak system records. Should WolfePak dispute any period of unavailability alleged by the Customer, WolfePak will provide to the Customer a record of the WolfePak Platform availability for the

applicable period. WolfePak will provide such records only in response to claims made by Customers in good faith. Should WolfePak in addition fail to make the WolfePak Product available as set forth in Section 1.4 above, for three (3) consecutive calendar months, the Customer may terminate the Agreement by providing notice of termination in accordance with the SLA, in which case WolfePak will refund to the Customer any prepaid fees for the remainder of the Subscription Period following the date of termination reduced by the amount of the SLA Noncompliance credits paid to the Customer. The remedies described in this parable shall be the sole remedies available to the Customer for SLA Noncompliance.

**1.4.3.** WolfePak will use reasonable commercial efforts to meet 90% of the support tickets submitted by Customers as set forth in the SLA, except for issues reported due to the following factors:

**1.4.3.1.** Chances in the End User environment on the Customer workstation or network to unsupported software or hardware.

**1.4.3.2.** Where the Customer has used the WolfePak Platform in a manner other than in accordance with WolfePak support documentation or instructions.

**1.4.4.** WolfePak shall have no obligations under this Section 1.4 during any period in which the Customer is in material breach of the SLA, including any period in which the Customer has failed to meet its payment obligations there under.

## **1.5. Validity of the SLA**

**1.5.1.** This SLA is valid during the life of any Subscription Term.

## **1.6. Review of the SLA**

**1.6.1.** The Services described in this SLA will be reviewed and amended from time to time by WolfePak and the then current version of this SLA will be made available by WolfePak.

## **2. Availability of Support**

**2.1.** WolfePak support personal will provide support services as outlined in this SLA as follows:

**2.1.1. Support Availability during normal working days:** WolfePak Support will be available Monday – Friday, 0800-1700 CST.

**2.1.2. Support Availability during the weekends and holidays or extended hours:** WolfePak support will be available during weekends, holidays or over extended hours; only if previously arranged and at a billable hourly rate to be negotiated.

## **3. Incident Management Process**

**3.1. Defining and Incident.** An incident occurs when the WolfePak Platform is not functioning as originally implemented or as intended by WolfePak, and has been reviewed, tested, accepted, and used by the Customer. All incidents must be verifiable.

**3.2.** The Customer must submit a support ticket describing the verifiable incident, business impact, relevant contacts, and other data that may be useful to document the resolution or pass responsibility for the problem to an appropriate WolfePak department or representative.

- 3.3.** All valid verifiable incidents will be classified as “Critical”, “Major”, “Minor”, or “Cosmetic” and WolfePak will work to resolve according to the response/resolution times.
- 3.4. Problems.** WolfePak Platform issues causing repeated verifiable incidents are known as “Problems” and these are resolved by special work processes related to patch releases for fixing the Platform issues discovered. These issues are separate from incident management processed discussed in this SLA. It is the official policy of WolfePak to escalate known Platform issues within its product development organization and create appropriate application patches, hot fixes, and version upgrades on a priority basis.
- 3.5. Custom Programing/Change Requests.** Tickets to WolfePak requesting a change or modification of the Platforms’ existing functionality, or addition of new functionality are referred to as change requests, and may be resolved by special work processes that included ‘change orders’, which are separate from incident management and provided according to WolfePaks’ then current professional services practices and may be separately negotiable.

### **3.6. Generating a Support Ticket.**

**3.6.1.** Support tickets may be submitted to WolfePak via [support@wolfepak.com](mailto:support@wolfepak.com), or calling the Customer’s dedicated Customer Success Advocate Team (numbers to specific Customer teams to be provided upon purchase of the Software or access to the WolfePak Platform).

**3.7. Information to have available with Support Tickets & Requests.** The Customer must provide a complete description of the verifiable incident being reported. This will at a minimum include:

**3.7.1.** Area and module in which the issue occurred.

**3.7.2.** Screenshots of the user interfaces where the issue has been observed (if applicable).

**3.7.3.** Steps performed before the issue occurred.

**3.7.4.** Configuration of the Customer computer: operating system, etc. (if applicable).

**3.7.5.** Occasionally WolfePak Customer Success Advocates and support personal may request to remote in through either through the WolfePak Platform directly, or through a secure web-based application called Screen Connect to assist in solving, troubleshooting, or verifying an issue.

## **4. Additional Value Added Services**

**4.1.1.** The following additional value added services are not included within the SLA: Data Conversion, On-sight or Phone Training, Custom Software Configuration, Custom Programming, IT/Hardware services (including printer and other peripheral equipment setups, and Extended Support as previously mentioned in Section 2.1.2.

**4.1.2.** The services referenced in Section 4.1.1 may be available at a negotiated billable rate.

**4.1.3. Data Backup Processes.** WolfePak has backup processes established to take scheduled backups of the data files for Customers Hosted or using our SaaS Platform.

**4.1.4. Data Recovery Process.** In the event that data loss should occur, Customer Data will be restored to the point of the nearest backup as set forth in Section 4.1.3. The restore process will be activated promptly upon request from the Customer, or promptly following written notification to the Customer that a data loss event has occurred.