

## SUPPORT SERVICE AND SERVICE LEVEL POLICY

This Support Service and Service Level Policy describes Sigma's availability commitments with respect to the Service as well as the Support Services provided to Customer in support of the Service.

1. **Definitions.** Capitalized terms used in this Support Service and Service Level Policy that are not defined will have the meaning given to them in the Main Agreement.
  - 1.1. **"Availability"** means a percentage calculated during each calendar month that the Service is operational using the following formula:  $(\text{Available Hours} - \text{Unavailability}) \div \text{Available Hours}$ .
  - 1.2. **"Available Hours"** means the total number of hours in the 24-hour period each day (including holidays) during a calendar month.
  - 1.3. **"Error"** means an incident that investigation reveals is caused by the Service's failure to perform typical tasks like producing visualizations. An incident will not be classified as an Error if (a) the Service is not used for its intended purpose; (b) the incident is caused by Customer's systems or equipment or (c) the incident is caused by a Third-Party Application.
  - 1.4. **"Excusable Downtime"** means the time the Service are Unavailable for reasons due to any of the following:
    - Unauthorized use or misuse of the Service by Customer;
    - Scheduled maintenance;
    - Customer errors or requests that require service outages approved by Customer in writing; or
    - Factors outside Sigma's reasonable control, including but not limited to outages caused by the failure of or attacks on public network or communications components or external service providers.
  - 1.5. **"Scheduled Maintenance"** means regular maintenance and unavailability of the Service during non-business hour that are limited to a maximum of 2 hours in any calendar month.
  - 1.6. **"Target Availability"** means an Availability of 99.9%.
  - 1.7. **"Target Response Time"** is the period of time that elapses between: (1) Customer reporting an Error; and (2) the time when Sigma contacts Customer regarding such Error.
  - 1.8. **"Target Resolution Time"** is the period of time that elapses between: (1) Customer contacting Sigma regarding an Error; and (2) Sigma to fully and permanently resolving the Error such that there is no longer an Error.
  - 1.9. **"Target Workaround Time"** is the period of time that elapses between: (1) Customer contacting Sigma regarding an Error; and (2) Sigma providing Customer with a workaround that allows Customer to continue to use the core functionality of the Service.
  - 1.10. **"Unavailability"** means any number of hours during which the Service are not satisfying the material needs of the Customer for reasons other than Excusable Downtime including any time outside of Resolution Time where an Error remains unresolved.

2. **Service Availability.** Sigma will meet the Target Availability each calendar month.

3. **Remedies.**

3.1. **Credits.** If Sigma fails to meet the Target Availability commitment during any calendar month of the Subscription Term as described in the below table, Customer will receive a percentage discount on Customer's next invoice (unless there is no future invoice, in which case the Service Credit will be provided to Customer as a refund) (any such discount, a **"Service Credit"**):

**For Availability of:**

Greater than or equal to 99 but less than 99.9%  
Greater than 95% but less than 99%

**Service Credit:**

10% of the then-current prorated annual Fee  
25% of the then-current prorated annual Fee

Less than 95%

40% of the then-current prorated annual Fee

The Service Credit will be calculated by multiplying the Service Credit percentage identified above by the pro-rated annual Fee for the calendar month during which Sigma failed to meet the Availability commitment. To receive a Service Credit, Customer must contact Sigma’s customer support team within thirty (30) days of Customer experiencing such failure and provide notice of the Target Availability failure in writing. Service Credits will not be provided in the event a Target Availability failure is caused by Customer’s User’s misuse of the Service including violation of this Agreement (including any Order Form).

3.2. **Habitual Failure.** If the Availability is less than 99.8% for any three (3) consecutive months in any rolling six (6) month period then Customer may immediately terminate the Agreement upon written notice to Sigma and receive a pro-rata refund of any pre-paid, unused Fees for the remainder of the then-current Subscription Period. Further, if Sigma does not meet the Severity Level 1 and/or Severity Level 2 Target Response Times stated below two (2) or more times within each of three (3) consecutive months, Customer will have the right to immediately terminate this Agreement upon written notice to Sigma and receive a pro-rata refund of any pre-paid, unused Fees for the remainder of the then-current Subscription Period. If the Customer terminates this Agreement in conformance with this Section 3.2, Customer will have no right to claim Service Credits.

4. **Contacting Support.** Sigma provides basic technical support for the Service via email and in-Service live chats Monday – Friday 8am to 6pm (PST/PDT) excluding holidays. Customer may access Sigma’s online help center at <https://help.sigmacomputing.com/hc/en-us> at any time to review the Documentation, “getting started” articles, and tutorials.

5. **Error Reporting.** Each Error will be categorized with a severity level as defined below and will be assigned the appropriate level of resources consistent with such Error’s impact. Customer will ensure that appropriate technical and business support personnel are available (after business hours, if necessary) to resolve the Error. Sigma will clarify the Error and communicate action plans to Customer within a timeframe appropriate to the severity of the pending Error. Customer will cooperate with reasonable procedures established by Sigma regarding reporting Errors, provided that the time periods specified below will not be affected by such procedure unless Customer’s failure to comply with a procedure interferes with Sigma’s ability to respond to an Error.

Error Severity, Target Response Time, Target Workaround Time, and Target Resolution times will be as follows:

| Error Severity         | Description  | Target Response Time | Target Workaround Time | Target Resolution Time |
|------------------------|--|----------------------|------------------------|------------------------|
| Severity Level 1 Error | Extremely Critical Error – Service is down or completely unusable for Customer.  | Within 1 hour        | 4 hours                | 24 hours               |
| Severity Level 2 Error | Critical Error – Significantly impaired ability to use Service in business operations such as: inability to enter data into Service, inability to produce reports, erroneous report results, and/or inability to use interfaces. | Within 2 hours       | 8 hours                | 48 hours               |
| Severity Level 3 Error | Non-critical Error with Service, but Customer is able to continue its use of the Service.  | Within 24 hours      | n/a                    | 1 week                 |
| Severity Level 4 Error | Non-critical Error with the Service that is either (A) an incident with the Service that would otherwise be a Severity 3 Error, except that an appropriate workaround is   | Within 24 hours      | n/a                    | As determined by Sigma |

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|  | already available without cost to Customer, or (B) all Errors not otherwise designated as Severity 1, 2, or 3, or (C) an aesthetic or feature request. |  |  |  |
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