

ODR.COM
SERVICE LEVEL AGREEMENT
JUNE 2023

Except as specifically set forth in this Service Level Agreement (“SLA”), this SLA supplements, but does not alter or supersede the Agreement between the Customer and ODR.com, Inc., and any attachments, addenda, and supplements thereto.

1. ODR.com Services: The services covered by this SLA consist of the ODR.com Resolution Center features licensed to Customer through the Agreement (“Services”). The Services do not include (i) services provided by third parties at the direction of Customer, such as hosted faxing, hosted printing, or third party “helper” apps; or (ii) services provided directly by Customer, such as integration with Customer’s internal systems.

2. Support Email Box: Customer shall maintain an email address that is linked to an email distribution list for receiving all support related notices from ODR.com.

3. Service Level Commitment: ODR.com commits to provide 99% uptime with respect to the Services during each calendar quarter of the term of the Services Agreement, excluding regularly scheduled maintenance times (“Commitment”).

If during any calendar quarter ODR.com does not meet this Commitment and Customer was negatively impacted (i.e., attempted to log into or access the Services, upload a document, or use another primary function of the Services, and failed due to the unscheduled downtime of the Services), ODR.com shall provide, as Customer’s sole and exclusive remedy, a service credit toward Customer’s then-applicable annual subscription fee (“Subscription Fee”), which may be determined based on the then-current estimate of case volume for the subscription year if applicable, in accordance with the following:

| Aggregate Length of Unscheduled Service Unavailability Per Quarter | Maximum Amount of Credit |
|---|---|
| Less than 8 total hours | 1/360 th of the current year’s Subscription Fee per each four hours of unavailability, or a prorated portion thereof |
| A total of 8 hours or more | 1/12 th of the current year’s Subscription Fee |

4. Scheduled and Unscheduled Maintenance: All maintenance scheduled in accordance with this SLA does not count as unscheduled service unavailability for purposes of the Commitment.

- A. **Maintenance Announcements.** ODR.com makes periodic announcements regarding maintenance activities via email to the Customer’s designated Support Email Box. Regularly scheduled maintenance time will not take place between 8am Eastern Time and 5pm Pacific Time, and an outage between these hours is considered Unscheduled Maintenance. Regularly scheduled maintenance times are typically communicated at least a week in advance via email to the Support Email Box, scheduled to occur at night between 9:00pm and 2:00am Pacific Time, and scheduled to take less than 21.6 hours each quarter. Notwithstanding the foregoing, however, any maintenance is deemed regularly scheduled if it occurs between 5pm Pacific Time and 8am Eastern Time provided ODR.com provided notice at least two full business days in advance of the maintenance.
- B. **Weekly Maintenance.** ODR.com has a standing scheduled maintenance window every night from 10:00pm until 10:45pm Pacific Time. Regularly scheduled maintenance has the potential for interruptions to the Services and Customer is advised to schedule its activities around this time.
- C. **Unscheduled Maintenance.** From time to time, ODR.com may disrupt or take down the Services for unscheduled maintenance, as it deems necessary in its sole discretion. In this event, ODR.com will attempt to notify Customer’s designated system administrator via email. Such unscheduled maintenance will be counted against the Commitment.

5. Credit Requests: In order to receive a credit under this SLA, Customer must request it by emailing ODR.com at billing@ODR.com within five (5) business days of the end of the applicable calendar quarter. ODR.com’s records and data shall be the basis for all service unavailability calculations and determinations; provided, however, that any reasonable documentation provided by Customer which contradicts any such records and data shall also be considered in determining, to ODR.com’s sole satisfaction, whether ODR.com failed to meet the Commitment within the applicable quarter. Notwithstanding anything to the contrary herein, the maximum amount of credit in any calendar quarter under this SLA shall not exceed one month of Customer’s annual subscription fee. The service credit will be applied to the subsequent invoices until the credit is depleted.

6. Exclusions: Customer is not eligible for any credit under this SLA if a) Customer is past due on any payment or otherwise in default of any material contractual obligations to ODR.com, b) if the unavailability was caused by an Authorized User, or c) if the unavailability was caused by unauthorized or unspecified use of a Resolution Center API by Customer’s information systems. Additionally, ODR.com’s Sandbox, Beta and debugger accounts and other test environments are expressly excluded from this or any other service level commitment.

8. Support Tickets. Customer may register issues requiring support by ODR.com by filing a Support Ticket online at a URL provided by ODR.com. A Support Ticket is considered opened when a representative of Customer receives acknowledgment of the request via email with an assigned Support Ticket Number for tracking purposes. Such acknowledgement will arrive via email within one hour of properly filing a Support Ticket. The Support Ticket Number can be used to track the open case using ODR.com’s online case management system.

ODR.com’s response to each opened Support Ticket will occur according to the actions listed in the following Response Timetable:

| Priority | Target First Technical Response | Target Update Frequency | Target Resolution | Issues that are not Enhancement Requests are Considered Resolved When: |
|-------------------|---------------------------------|-------------------------|-------------------|---|
| 1 – Urgent | 30 Minutes | 1 Hour | 4 Hours | Service availability is restored with normal functionality |
| 2 – High | 4 Hours | 2 Business Days | 5 Business Days | The issue is resolved or a workaround is provided. In the event it is determined that a product defect is the root cause, the issue is escalated to ODR.com Product Development, and ODR.com Support keeps the requester apprised of progress. If an acceptable workaround is established, the issue may be resolved in a future release of Resolution Center. |
| 3 – Normal | 1 Business Day | 3 Business Days | 20 Business Days | The issue is resolved or a workaround is provided. In the event it is determined that a product defect is the root cause, the issue is escalated to ODR.com Product Development, and ODR.com Supports keeps the requester apprised of progress. If an acceptable workaround is established, the issue may be resolved in a future release of Resolution Center. |

9. Support Priority Definitions. The Priorities for Support Tickets are:

Urgent: Issues that result in the unavailability of a material Resolution Center feature, such as the inability to login, access documents, generate merged documents, etc., or that disrupt a mission critical business function.

High: When the request is not urgent, but needs to be prioritized and requires additional attention. This includes issues that cause a business function to perform unacceptably or to fail, but that do not require immediate attention, or that impacts a single user but do not create a mission critical disruption.

Normal: Informational requests or other requests where the issue has minor impact or there is no urgency associated with the support request.

10. Support Response Times. ODR.com shall respond to Support Tickets according to the Response Timetable above, with the following definitions:

First Technical Response is defined as the amount of time given for the ODR.com support team to review and assess the request, and respond to the requester with a plan of action toward the resolution of the request or request additional information required to diagnose or reproduce the issue. First Technical Response Times vary according to the priority of the request, and are specified for each priority level in the table above. In addition to the assessment of the issue, ODR.com reserves the right to reclassify the severity of the request based on the initial review of the problem using the criteria in the Response Timetable.

Update Frequency is defined as the maximum amount of time expected to elapse between updates from the ODR.com support team regarding the status of an open request. Update frequency times vary according to the priority of the request, and are specified for each priority level in the table above.

Enhancement Requests are those Support Requests that are requests for new features or functions that are outside the current specification of Resolution Center as configured for the Customer's Authorized Disputes. Support Requests that are Enhancement Requests will be queued for discussion at regular business updates between the Customer's program manager and the ODR.com program manager.

11. Escalation of Support Tickets. An issue associated with a Support Ticket can be escalated from one Priority to another if the issue becomes more critical in the judgment of the Customer. Such escalation can be initiated by a Customer representative by referring to the open case online at the ODR.com support web site using the Support Ticket Number and registering the escalation request. ODR.com will reply to such escalation requests following the guidelines in the Response Timetable above. If at any time Customer feels that an open Support Ticket is not receiving adequate attention, Customer's program manager may contact ODR.com's program manager, and ODR.com's program manager or his/her authorized designate will be available for a telephonic meeting within four (4) hours to review and address the situation.

12. Monthly Issue Reporting. ODR.com shall provide a monthly report showing all Support Tickets that were closed in the month, opened in the month, or are open at the end of the month. The report will list the Support Ticket Number, the issue summary, the Customer representative that opened the case, the assigned ODR.com resources, the status of the case, and the resolution if applicable. ODR.com and Customer shall review this report and shall discuss potential program improvements or performance improvements and implement corrective actions as mutually agreed.