



## SUPPORT AND SERVICE LEVEL AGREEMENT

This Support and Service Level Agreement is subject to the terms and conditions of the Kentik SaaS Services Agreement ("Agreement") by and between Kentik and the Customer. Any capitalized terms not defined herein shall have the meanings set forth in in the Agreement.

### **Service Level Agreement ("SLA")**

1. **Definitions.** The following definitions apply to this SLA.
  - 1.1. "**Actual Unavailability**" means the percentage of Maximum Availability during Reporting Period in which the SaaS Services was Unavailable (i.e., cumulative minutes of Unavailability during such month divided by Maximum Availability).
  - 1.2. "**Exclusion**" means any period in which the SaaS Services is Unavailable, inoperable, suspended, terminated or otherwise disrupted as a result of any of the following:
    - 1.2.1. outages or degradation of performance to any public internet backbones, networks or servers;
    - 1.2.2. any failures of, or problems caused by, Customer's equipment, software, technology, systems or local access services;
    - 1.2.3. periods of Scheduled Maintenance or Unscheduled Maintenance activities;
    - 1.2.4. lack of availability or untimely response time from Customer to respond to incidents that require its participation for source identification and/or resolution;
    - 1.2.5. any failures of, or problems caused by, any third party and/or third party equipment, software hardware or other technology (other than third party equipment within Kentik's direct control) or third party actions or inactions;
    - 1.2.6. any voluntary actions or inactions from Customer or any third party, including any work performed at Customer request (for example additional technical assistance) or other activities that Customer directs;
    - 1.2.7. events beyond Kentik's control, such as changes resulting from government, political, or other regulatory actions or court orders, strikes, riots, labor disputes, insurrection, fires, floods, explosions, war, governmental action, labor conditions, earthquakes, natural disasters, acts of or against third parties (including third party carriers or other vendors), or any other force majeure events; and
    - 1.2.8. suspension or termination of the SaaS Services by Kentik as authorized pursuant to the Agreement.
  - 1.3. "**Maximum Availability**" means the total number of minutes in the calendar month, e.g. 43,200 minutes in the month of September.
  - 1.4. "**Monthly Fees**" means the applicable fee payable to Kentik for the SaaS Services under the Agreement allocated to the month in which the Service Commitment is not met (for example if the term is 12 months, then 1/12 of the 12 month SaaS Services fees).
  - 1.5. "**Monthly Uptime Percentage**" is calculated by subtracting Actual Unavailability from 100%, other than any Unavailability resulting directly or indirectly from an Exclusion. If Customer's subscription to the SaaS Services is only over a partial month, it is assumed that the SaaS Services were Available during the portion of the month in which Customer was not subscribed to the Service.
  - 1.6. "**Reporting Period**" is the calendar month in which the Service Commitment is measured.
  - 1.7. "**Scheduled Maintenance**" means the period of time where Kentik performs maintenance activities making commercially reasonable efforts to schedule outages for essential maintenance and updating to occur on weekends and/or off-hours. Kentik reserves the right to extend or change the times of the Scheduled Maintenance. In addition, Scheduled Maintenance shall not exceed four (4) hours in any consecutive three (3) month period.
  - 1.8. "**Unavailable**" means the SaaS Services are not available and/or providing the following capabilities to the Customer; access to portal, data collection, outbound system calls and API availability
  - 1.9. "**Unscheduled Maintenance**" means downtime of the SaaS Services that is required to apply urgent patches fixes, or to undertake other urgent maintenance activities or required as a result of conditions beyond Kentik's reasonable control. Unscheduled Maintenance may occur as Kentik deems necessary.

2. **SaaS Availability.** Subject to the terms and conditions of this SLA, Kentik will provide the SaaS Services at a Monthly Uptime Percentage of 99.99% each calendar month during the term of the Agreement ("**Service Commitment**").
3. **Maintenance Notifications.** Maintenance notifications will be sent to all of Customer's email addresses with User Accounts on the Kentik system. It is Customer's sole responsibility to ensure the provided email address is current and fully functional. Kentik will use commercially reasonable efforts to notify Customer at least one (1) business day before any Scheduled Maintenance and thirty minutes before any Unscheduled Maintenance is performed on its systems. Notice will contain the expected start time, the planned duration of the Unscheduled Maintenance, and whether Kentik expects the SaaS Services to be unavailable during the Unscheduled Maintenance.
4. **Service Credits.** For every hour (or portion thereof) that Kentik fails to meet the Service Commitment in any calendar month during the term of the Agreement, Customer will be eligible to receive a service credit equal to the 1 day equivalent (or portion thereof) fees paid, not to exceed 50% of monthly fees. By way of example, if Kentik were down for 2 hours in the month of May and Customer paid annual fees of \$120,000, the credit would be calculated as follows:  $\$120,000/12 = \$10,000$  per month/30 days =  $\$333.33$  per day x 2 days =  $\$666.66$ .
5. **Request for Credit.** Customer may request a credit for any Reporting Period under this SLA and such requests must be submitted in writing within ten (10) days after the end of the Reporting Period. The total of all credits applicable to or accruing in any given Reporting Period shall not exceed 50% of the Fees attributable to Kentik by Customer for the Reporting Period. All credit requests will be verified against Kentik system records. Kentik will make available to Customer a monthly record upon request. Generally, credits will be applied to future invoices, but may also be received as refunds upon request by Customer.
6. **Sole Remedy.** The right to a credit described in this SLA shall be the sole and exclusive remedy available to Customer in the event of unavailability of the SaaS Services.

## **Support Services**

1. **Standard Support.** Standard Support consists of the following:
  - 1.1 **Error Corrections and Defect Resolutions**

Kentik shall use commercially reasonable efforts to correct and/or provide a work-around for any incident reported by Customer in the current unmodified release of the SaaS Services in accordance with the priority level reasonably assigned to such incident by Kentik.
  - 1.2 **SaaS Services and Documentation Updates.**

Kentik shall provide access to Customer one (1) electronic copy of all updated revisions to the documentation and the generally released SaaS Services updates. Updates do not include products or options that are designated by Kentik as new products or options for which Kentik charges a separate fee.
  - 1.3 **Support Requests and Named Support Contacts.**

Customer may initiate electronic Support requests via email to Kentik at any time. Support requests submitted via email will be addressed by Kentik during the support hours listed in this SLA document. Customer will promptly identify two internal resources that are knowledgeable about Customer's operating environment and operation of the SaaS Services (collectively, "Named Support Contacts"). Named Support Contacts will serve as primary contacts between Customer and Kentik.
2. **Customer Cooperation.**

Kentik's obligation to provide Support Services is conditioned upon the following: (i) Customer's reasonable effort to resolve the problem after communication with Kentik; and (ii) Customer's provision to Kentik of sufficient information and resources to correct the problem, including, without limitation, remote access as further discussed in these policies. As related to Critical or Major cases, Customer shall provide continuous

access to appropriate Customer personnel and any third party software or hardware interacting with Kentik (if applicable) during Kentik's response related to the Critical or Major case or Kentik shall be permitted to change the Priority of the case.

### 3. Support Services Conditions.

Kentik shall have no obligation to provide support to the extent any problem with the SaaS Services is due to (i) the SaaS Services having been altered, damaged or modified by Customer or Customer's agents; (ii) Customer's negligence, hardware malfunction or other causes beyond the reasonable control of Kentik; (iii) SaaS Services being used in breach of the Agreement; or (v) a failure that cannot be reproduced by Kentik.

### 4. Priority Level Definitions.

**Critical:**

- System Unavailable –
- Complete loss of service, data ingest or query access is unavailable and no workaround exists. Excludes any scheduled maintenance as communicated.

**Major:**

- Major Function Issue –
- Degraded service that substantially impairs the use of one or more features of the application required to perform necessary business functions but does not effectively render the application unusable as a whole. No data is lost, no workaround exists. Excludes any scheduled maintenance as communicated.

**Minor:**

- Minor Impact Issue –
- Application is impaired, but the reported error or issue has a reasonable workaround and does not pose a serious business impact.

**Question / Cosmetic:**

- General questions about existing documentation, training or use of functionality.

**Enhancement:**

- Request for new or extended functionality

### 5. Support Priority Classification Matrix.

Priority	Initial Response Time	Updates from Support	Resolution	Resolution Goal
<b>Critical</b>	4 hours (24x7)	Every 2 Business Hours	4 hours	Kentik access and/or data collection is restored
<b>Major</b>	4 hours (12x5)	Once per Business Day	24 hours	Function is restored or workaround is provided
<b>Minor</b>	8 hours (12x5)	Upon Status Change	N/A	Instructions or workaround is provided
<b>Question/ Cosmetic</b>	24 hours (12x5)	No Updates Provided	N/A	Question is answered

<b>Enhancement</b>	48 hours (12x5)	No Updates Provided	N/A	Enhancement request is acknowledged and logged
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Response times are measured from when Customer notifies Support, by emailing [support@kentik.com](mailto:support@kentik.com), about a problem with the SaaS Services at which time a case number will be issued

Standard Support hours of availability are as follows:

(12x5): Monday through Friday 8:00am to 8:00pm Eastern Standard Time.

Emergency / Critical Support hours of availability: 24/7 as outlined here: <https://www.kentik.com/customer-care/>

Resolution times for Critical and Major Priorities are measured at the time Engineering has acknowledged an outage.

## 6. Customer Escalation Matrix.

Contacts are subject to change and may be posted here: <https://www.kentik.com/customer-care/>.

The table below outlines the escalation procedures for Critical and Major Priorities:

Priority	Order	Timeframe	Escalation Point	Name	Contact
<b>Critical/ Major</b>	First	When Response Time has lapsed	Emergency Support Number	On-call Engineer	US: +1 844-356-3278, ext 6 Intl: +1 415-963-9825, ext 6 <a href="mailto:escalations@kentik.com">escalations@kentik.com</a>
<b>Critical/ Major</b>	Second	Immediately after Resolution Time has lapsed	Head of Customer Success	Matthew Cavanaugh	+1 406-600-8877 <a href="mailto:mcavanaugh@kentik.com">mcavanaugh@kentik.com</a>