# **QOHASH™**

**SERVICE LEVEL AGREEMENT AND SUPPORT SERVICES**

1. **SUPPORT SERVICES**

Qohash offers support services to all customers. The Support Services includes:

* 1. Dedicated customer success manager available during Business Hours
  2. Unlimited access to Email Support (support@qohash.com)
     1. Email support replies during business hours
     2. Unlimited number of tickets

1. **SUPPORT TICKETS**
   1. **Customer’s Obligations**

Each ticket shall contain the following information:

* + 1. Customer’s contact
    2. Defective Service name
    3. Defective Service version
    4. Customer’s assigned Severity Level
    5. Description of the Error and its impact on the Services’ performance
    6. The following additional information as requested by Qohash in follow-up:
       1. Description of the hardware and software environment
       2. Specification of the release version and software patches of the relevant Services (or part thereof)
       3. Specific examples of input and/or output
       4. Frequency and special circumstances surrounding the discovery of the Error
       5. Reproducibility of Defect, if applicable
  1. **Qohash’s Obligations**

For each submission of a complete Ticket, Qohash shall:

* + 1. Confirm its receipt of the Ticket by email within the time periods set forth in Section 3. The confirmation shall contain the assigned Ticket number to be used in the subsequent communication between the parties for the applicable Ticket.
    2. Analyze the Ticket and verify the existence of the Error.
    3. Confirm the Severity Level. After initial verification of the Error’s existence, Qohash will either accept the Customer’s Severity Level classification or examine the Error with the Customer to determine an appropriate Severity Level based on the effect of the Error on the Customer.
    4. If a Temporary Solution or Resolution is not immediately available, then Qohash shall regularly update the customer on the resolution progress according to time periods set forth in Section 3.

1. **SEVERITY LEVELS**

Qohash will exercise commercially reasonable efforts to correct any Error submitted by the Customer in a Ticket or Email as quickly as possible. However, the SLA times are not to be considered as an expected time-to-resolution. The SLA times are the time frames in which you can expect the first response.

| **SEVERITY LEVEL** | **DESCRIPTION** | **FIRST**  **RESPONSE TIME SLA** | **COMMUNICATION COMMITMENT** | **RESOLUTION COMMITMENT** |
| --- | --- | --- | --- | --- |
| 1 | An application-related Error causing a core business impact to the Customer manifested in a Service in production. | 2 Hours | Message every 6 hours for up to 24 hours. Message daily until resolved. | Qohash will commit Level Two/Three resources to resolve. The Customer shall commit the full-time resources during the hours of coverage to resolve the Error. |
| 2 | An Error causing a non-core business impact to the Customer due to a significant loss of service manifested in a Service in production, which means that the Service functions, but a certain feature is disabled, gives incorrect results, or does not conform to the documentation. | 4 Hours | Message daily until resolved. | Qohash will commit Level Two/Three resources to resolve. the Customer shall commit the necessary resources during the hours of coverage to resolve the Error. |
| 3 | An Error causing a minor business impact to the Customer due to a minor loss of service in a production environment. | 8 Hours | Message once resolved. | Qohash will commit Level One (and Level Two/Three as determined by Qohash) resources to resolve. |
| 4 | An Error causing no, or insignificant, work impediment to the Customer, which would include Modification Requests or configuration support. | 24 Hours | Message once resolved. | Qohash will commit Level One resources to resolve. |

1. **CUSTOMER’S OBLIGATION**

To enable identification and correction of Errors, the Customer is required to provide commercially reasonable assistance to Qohash’s Customer Success Manager until the Error is resolved. Required assistance may include, but is not limited to, the following: i) logging into the Customer’s systems for diagnosis of problems, ii) downloading and installing of Updates or Upgrades, iii) collecting and sending system logs/files from the Services to Qohash, iv) modification of the Services, v) re-installation of existing Services, and vi) assistance with installation of, and participating in, tests for Resolutions.

1. **SERVICE LEVEL AGREEMENT**

In addition to any performance specifications included in the documentation and the applicable Order Form, the Services shall operate in conformance with the terms set forth in this Service Level Agreement.

* 1. **Availability.** The Services shall be available 99%, measured monthly, excluding holidays and weekends and scheduled maintenance. If the 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 Qohash’s control will also be excluded from any such calculation.
  2. **Remedy.** The Customer's sole and exclusive remedy, and Qohash’s entire liability, in connection with Services availability, shall be that for each period of downtime lasting longer than one (1) hour, Qohash will credit the Customer 5% of the Fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as the Customer (with notice to Qohash) recognizes that downtime is taking place, and continues until the availability of the Services is restored.
  3. **Procedure.** In order to receive downtime credit, the Customer must notify Qohash 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 in any one (1) calendar month in any event. Qohash will only apply a credit to the month in which the incident occurred. Qohash’s blocking of data communications or other functionalities of the Services in accordance with its policies shall not be deemed to be a failure of Qohash to provide adequate service levels under this Agreement.

1. **DEFINITIONS**

When used in this Schedule A, capitalized terms and expressions have the corresponding meanings assigned to them hereinafter, and capitalized terms used in this Schedule, but not defined herein in the, have the meanings set forth in the MSA

* 1. “**Business Hours**” means 8 am to 5 pm (Eastern Time (EST)), Monday through Friday, other than any statutory holiday observed by Qohash.
  2. “**Email Support**” means technical support email assistance provided by Qohash’s Customer Success Manager to the Customer’s technical support contact for submitting Tickets and troubleshooting Errors. The contact email for Support is as of the Effective Date: support@qohash.com.
  3. “**Error**” means any failure of the Services to operate in material conformance with the applicable documentation with the Severity Levels as set forth therein.
  4. “**Level One**” Technical Support Services means: i) providing general product information, assisting with installation and configuration, ii) resolving known issues documented in Qohash’s documentation, and iii) collecting all relevant technical problem identification information, and answering all the Customer usage questions.
  5. “**Level Two**” Technical Support Services means: i) completing Error isolation, Error replication, and identifying defects in Services specifications, ii) completing lab simulation and interoperability testing, iii) documenting Errors, iv) defining action plans, and v) analyzing logs and traces.
  6. “**Level Three**” Technical Support Services means: i) diagnosing complex issues that are not already known to Qohash, ii) correcting Errors, iii) maintaining Services, and iv) providing support that requires knowledge of the source code via phone or internet.
  7. **Support Services**” means the level of technical support, as described in Section 1.
  8. “**Resolution**” shall mean a correction of an Error that restores the Services to full operation in conformance with documentation.
  9. “**Severity Level**” means the four (4) levels of Error severity as set forth in Section 3.
  10. “**Technical Support Services**” means the services for Error correction and delivery of Updates and Upgrades.
  11. “**Customer Success Manager**” means a person at Qohash responsible for overseeing the evolution of a ticket.
  12. “**Temporary Solution**” shall mean a temporary correction of an Error in order to restore the Services or the part thereof into operation.
  13. “**Ticket(s)**” means the submission made by the Customer to Qohash for the reporting of an Error as further set forth in Section 2.
  14. “**Updates**” means a generally-available release of a Service modification, which may be designated by means of a change in the digits to the right of the first decimal point in the Service version number (e.g. version 3.0 >> 3.1 or 3.0.1 or 3.0.0 Patch 1). Updates include the following:
      1. Service Updates, which may include Error corrections; and
      2. Content Updates, which may include for example: i) documentation – new standard use cases, rules, and models, ii) Tickets – new FAQs, and iii) Articles – new help content, or any other new material.
  15. “**Upgrades**” means a generally available release of the Service that incorporates feature or function enhancements and extensions, which may be designated by means of a change in the digits to the left of the first decimal point in the Service version number (e.g. version 3.0 >> 4.0).