



SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement (this “SLA”) effective as of [DATE] (the “Effective Date”) is between KINETIX SOFTWARE, LLC, a California Limited Liability Company, with offices located at 6320 Canoga Ave, Woodland Hills, CA 91367 (“Kinetix”), and, [CUSTOMER NAME], a [STATE OF ORGANIZATION] [ENTITY TYPE] with offices located at [ADDRESS] (“Customer”). Kinetix and Customer may be referred to herein collectively as the “Parties” or individually as a “Party”. Capitalized terms not defined in this SLA will have meanings set forth in the Software as a Service Agreement between the Parties (the “SaaS Agreement”).

This SLA describes the levels of service that the Customer will receive from Kinetix. It should be read alongside the terms of use in the SaaS Agreement.

This SLA also sets out what levels of availability and support the Customer is guaranteed to receive and explains what penalties will be applied to Kinetix should it fail to meet these levels.

1. Uptime levels. Kinetix guarantees that the Software and Service will have 99.5% uptime (“Uptime”). Uptime is measured over each calendar month. It is calculated to the nearest minute, based on the number of minutes in the given month (for instance, a 31-day month contains 44,640 minutes). If Uptime drops below the relevant threshold, a penalty will be applied in the form of a credit to the Customer. Uptime measurements exclude periods of routine maintenance, which may be any time outside of Working Hours.

There will be a 5% equivalent monthly fee credit accrued and applied automatically to future purchases if Uptime falls below 99.5%. If Uptime falls below 99.0%, the fee credit will be 10%.



To receive a credit, the Customer must submit a claim by email to the Kinetix support team within 30 days of the end of the month during which the Uptime was below 99.5% and describe the incident in detail.

2. Response times. Kinetix promises to respond in a timely fashion to all support issues raised by the Customer. The response time measures how long it takes Kinetix to respond to a support request raised. Kinetix is deemed to have responded when it has replied to the Customer's initial request. This may be in the form of an email or telephone call, to either provide a solution or request further information.

Response times are measured from the moment the Customer submits a support request via email to Kinetix, provided the request is made during standard working hours (6am — 3pm Pacific Time Zone) ("**Working Hours**"). If a request is made outside of Working Hours, the response time will be measured from the beginning of the next applicable Working Hours.

Subject to the above limitations, Kinetix promises to respond to support requests within twenty-four (24) hours ("**Response Time**").

3. Resolution times. Kinetix will always endeavor to resolve any problems with or errors in the Software and Service, or any failure of the Software or Services to conform in any material respect with the Help Documentation, User Guides and/or the specifications in the applicable Purchase Order Form ("**Errors**") as swiftly as possible. Kinetix recognizes that the Customer's use of the Software and Services is key to its business and that any downtime can cost money. However, Kinetix is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously. In all cases, Kinetix will make its best efforts to resolve Errors as quickly as possible. It will also provide frequent progress reports to the Customer. Resolution times will be measured from the time that Kinetix receives the applicable support request provided there is sufficient information in the request to allow for full



understanding and replication of the issue and a declaration of request classification is made (defined below). A recorded video description of the issue would be best (link to the video is sufficient). Support requests must be emailed to support@kinetixahu.com and will be addressed during Working Hours.

4. Support Request Classifications and Actions. There are three classifications of support requests. Critical, High, and Low. We will endeavor to respond to and resolve as soon as possible. Our commitments are as follows:

Critical – investigation begins within one (1) hour of receipt of support request. Plan of resolution communicated within four (4) hours. Example issues that fall into this category are a) platform is not available for login (Amazon Web Service unavailable), b) Code failure, upon login, nothing else can be done.

High – investigation begins within four (4) hour of receipt of support request. Plan of resolution communicated within twenty-four (24) hours. Example issues that fall into this category are a) AHU model does not generate, b) a report does not generate, pages that support calculations such as pricing hang for extended periods of time and don't render results.

Low – investigation begins within one (1) day. Plan of resolution communicated within two (2) days. Example issues that fall into this category are a) enhancement requests, b) cosmetic bugs such as spelling errors.

5. Exclusions. This SLA does not apply when the issue has been caused by unsupported devices or browsers.

This SLA does not apply in circumstances when Kinetix's failure to perform is caused by a Force Majeure Event.



This SLA also does not apply if the Customer is in breach of the SaaS Agreement with Kinetix for any reason (e.g. late payment of fees, improper use, violation of terms, etc.).

(SIGNATURE PAGE CONTINUED ON NEXT PAGE)



THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. THE PERSON WHOSE SIGNATURE APPEARS ON BEHALF OF EACH HAS BEEN AUTHORIZED TO SIGN. IF THE PERSON SIGNING BELOW AS CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS.

[CUSTOMER NAME]

KINETIX SOFTWARE, LLC

By: _____

By: _____

Print Name:

Print Name:

Title:

Title:

Date:

Date: