

Support Policy and Service Level Agreement

Last Updated February 24, 2023

This Support Policy and Service Level Agreement (“**Support and SLA Policy**”) describes SupplyShift’s technical support service (“**Support**”) and service level agreement SupplyShift when using the Platform. SupplyShift will provide Support in accordance with this Support and SLA Policy and the applicable agreement between SupplyShift and the contracting entity identified as a “Buyer” or similar (“**Buyer**”), for the Platform (the “**Agreement**”). Buyer is referred to in this Support and SLA Policy as “**Company**”. SupplyShift may provide more limited or no support for trial, no-cost, and evaluation use of the Platform at its discretion. SupplyShift may update this Support and SLA Policy from time to time. Capitalized terms used but not defined in this Support and SLA Policy have the meanings given to them in the Agreement.

1. Support Services.

1.1. Provision of Support.

During the Subscription Term, and provided that the Company is current in the payment of all applicable fees, SupplyShift will provide English-speaking remote Support Services as set out below. Support will be provided to Company and its employees or contractors who are authorized Users of the Platform.

Support is available during US and UK business hours, Monday through Friday (Monday from 9:00am GMT to Friday 5:00 pm PT), excluding company and federal or national holidays. SupplyShift’s self-service support resources are available 24/7.

1.2. Support Overview. Support consists of:

- i. Technical support via email or scheduled video call to answer queries concerning the use, operation or business functionality of the Platform (excluding training provided as part of implementation assistance) and to address for reported Errors;
- ii. Online access to resources, information, and materials provided by SupplyShift on <https://supplyshift.helpscoutdocs.com/> (including successor URLs designated by SupplyShift) regarding the Platform and its use;
- iii. SupplyShift’s deployment of Platform generally available bug fixes, updates, upgrades, and security or other patches when and as they become commercially available (collectively, “**Updates**”);
- iv. Assistance with reported bugs, defects, or errors in the Platform (“**Error(s)**”) based on the severity classifications in Section 1.4 below.

1.3. Notifications

- i. All Errors or request for Support must be made by sending an email to support@SupplyShift.net (“**Support Case**”). Each Support Case must comprehensively detail the nature of the suspected Error, a description of the anticipated correction, and details of the circumstances of its occurrence, and any other information reasonably necessary to sufficiently to allow SupplyShift to assess the nature of the Support Case and determine the severity classification.
- ii. Upon receipt of a Support Case involving an Error, SupplyShift will make commercially reasonable efforts based on the severity classification to confirm the existence of and/or replicate the Error.
- iii. Where SupplyShift requests additional information pertaining to a Support Case, Buyer acknowledges that the User’s delay or failure to provide such additional information may impair SupplyShift’s ability to provide the requested Support. SupplyShift may close cases for which no response or inadequate support, information, instructions, or feedback is received within the reasonable timeframes provided by SupplyShift. SupplyShift will acknowledge receipt and provide status updates of any Support Cases by email to the email provided by the User who logged the Support Case and Buyer is responsible for maintaining User contact information current for pending Support Cases.

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1.4. Severity Classifications and Target Response Times. SupplyShift will use commercially reasonable efforts to respond to properly submitted Support Cases, in accordance with the target timeframes following acknowledgment of receipt of a Support Case. Additionally, for Severity 1 and Severity 2 Errors, SupplyShift will use commercially reasonable efforts to promptly correct the Error or provide a workaround to permit Buyer to use the Platform substantially in conformance with the applicable Documentation within commercially reasonable periods as further noted below. SupplyShift utilizes the following service levels to categorize reported Errors:

Severity level	Description	Initial Target Response Time
S1	A critical feature/function in the Platform is severely impacting access to business-critical workflows so that Company can no longer effectively use the Platform and there is no reasonable workaround.	Acknowledge receipt of issue with Customer within 1 business hour of receipt of a reported Error. SupplyShift will attempt to provide a workaround or resolution within 24 hours. If a workaround or resolution is not found within 24 hours, SupplyShift will provide general updates to all affected Users every 8 hours during business hours, or as agreed to between Company and SupplyShift, until the issue is resolved or moved to a lower priority.
S2	Key features/functions of the Platform are not working properly and there are no acceptable workarounds or solutions.	Acknowledge receipt of issue with Customer within 1 business hour of receipt of a reported Error. Follow up with Customer will be conducted as available, with updates provided at relevant intervals as the Support Case is worked on or moved to a lower priority.
S3	Important features of the Platform are unavailable, and an alternative solution is available or non-essential features of the Platform are unavailable and no workaround or alternative solution is available.	Acknowledge receipt of issue with Customer within 1 business hour of receipt of a reported Error. If workaround or resolution is not found, follow up with Company will be at agreed upon intervals as the Support Case is worked on and/or moved to a lower priority.
S4	The implementation or use of the Platform by the Company could be enhanced but there is low-to-no negative impact on access to and use of the Platform.	Acknowledge receipt of issue with Company within 1 business hour receipt of a reported Error. Updates provided as requested.

1.5. Escalation.

Upon receipt of a Support Case, SupplyShift will assess the Error and the Support Case based on the information submitted and the definitions in this Support and SLA Policy, and if SupplyShift believes that the User's assigned or requested severity level designation is incorrect, SupplyShift will promptly notify the User. If the User submitting the Support Case then identifies a reasonable basis for disagreeing with the severity level assigned or reassigned by SupplyShift, the parties each will make a good faith effort to promptly discuss, escalate internally, and mutually agree on the appropriate severity designation. SupplyShift will then use commercially reasonable efforts to meet the initial target response time for the relevant level noted in Section 1.4 above for the applicable severity level.

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1.6. Updates.

For so long as Company has an active subscription to the Platform and is not otherwise in breach of the Agreement, such access will include all Updates to the Platform that SupplyShift implements across the Platform. SupplyShift will investigate Support Cases concerning suspected Errors within the Platform for which Updates may be required as otherwise noted in this Support and SLA Policy. An Update or workaround may be provided in the form of a temporary fix, procedure, or routine.

1.7. Out-of-Scope

1.7.1. SupplyShift is under no obligation to provide Support for any requests not covered by this Support and SLA Policy. Any such services may be performed subject to a separate written Order signed by both parties for separate and mutually agreed-to fees.

1.7.2. The following, are excluded from Support:

1. Errors arising from third-party hardware or software not provided by SupplyShift as part of the Platform, including but not limited to, Buyer Data, Supplier Data, custom scripts, or code not native to the Platform.
2. Answering questions or addressing issues that are addressed by the Documentation.
3. Events beyond the reasonable control of SupplyShift.
4. Use or misuse of the Platform or any components or data thereof in a manner inconsistent with the Documentation or in breach of the Agreement.
5. Errors resulting from modifications or corrections made or provided by anyone other than SupplyShift or its subcontractors acting on SupplyShift's behalf.
6. If Users are unavailable or unresponsive after reasonable attempts to contact them or request information necessary for SupplyShift to provide Support or work on the Support Case.

1.8. Additional Terms.

Company acknowledges and agrees that the Support may be provided by SupplyShift and/or other entities acting on behalf of SupplyShift, and Buyer consents to the use of such third parties notwithstanding any term to the contrary in the Agreement, but provided that SupplyShift will remain liable for their acts and omissions to the same extent assumed for itself under this Agreement.

2.0 Platform Availability

2.1. SupplyShift will make the Platform available 99.5% of the time ("**Uptime Percentage**") excluding (i) planned downtime, or (ii) unplanned downtime caused by (a) circumstances not in SupplyShift's control, (b) circumstances entitling SupplyShift to suspend access to the Platform under this Agreement, (c) a User's acts or omissions in using the Platform. Buyer may, no later than thirty (30) days after the occurrence of the conditions that follow, terminate this Agreement and/or the applicable Order Forms by providing written notice to SupplyShift if SupplyShift fails to meet the Uptime Percentage in any three (3) months out of any twelve (12) month rolling period. If Buyer timely exercises the foregoing termination right, then SupplyShift shall promptly provide Buyer with a pro-rata refund of pre-paid subscription fees for the remainder of the then-current Subscription Term.

2.1. SupplyShift will have no liability for any failure to meet the Uptime Percentage to the extent arising from: (i) use of the Platform by Users other than as authorized under the Agreement, or Documentation; (ii) errors or unavailability of Buyer Data, Supplier Data, or third party integrations or applications not supplied by SupplyShift; (iii) issues with any User's equipment, networks, or devices; (iv) third party acts, or services and/or systems not provided by SupplyShift or SupplyShift's contractors; (v) general Internet problems, or other factors outside of SupplyShift's reasonable control, including force majeure events; (vi) evaluation, beta, demonstration, non-production or proof-of concept uses or versions of the Platform.