

PROFESSIONAL EDITION - SERVICE LEVEL SCHEDULE

This Service Level Schedule forms a part of the LogiSense Master Services Agreement – Professional Edition, between LogiSense and Licensee (the “**Agreement**”). Capitalized terms not defined herein shall have the meaning assigned to them in the Agreement.

This Service Level Schedule sets out LogiSense’s sole obligation to Licensee with respect to the availability of the Service and any related technical support. The remedies set forth herein are Licensee’s sole and exclusive remedies for any failure of LogiSense to achieve the service levels set forth in this Schedule.

System Availability

1. LogiSense will make commercially reasonable efforts to ensure the Uptime Percentage in any calendar month is not less than ninety-nine and nine-tenths percent (99.9%). “**Uptime Percentage**” is defined as the amount of time when the Service is Available, calculated as a percentage of time based on a 24 hour day, 7 days per week, during any one calendar month, but minus any time (in both the numerator and denominator) when the Service is unavailable due to Scheduled Maintenance or Excusable Downtime.
2. “**Available**” means all of the following:
 - (a) the following critical interfaces within the Service are available to Licensee for a majority of its customers/End Users: (i) ability to create new End Users, (ii) ability to create new orders for existing End Users, and (iii) ability to process or authorize transactions and invoices for existing End Users;
 - (b) the Service API and CSR interfaces are functional with no significant negative impact on business operations; and
 - (c) the Service responds to at least 75% of HTTP or HTTPS requests in a period of five seconds or less, but excluding response times added by any third parties, such as payment or tax processors.
3. “**Scheduled Maintenance**” means all of the following:
 - (a) The 4th Tuesday of each month, from 6:00 pm to 11:00 pm, server local time; and
 - (b) The 4th Thursday of each month, from 6:00 pm to 11:00 pm, server local time.

For confirmation of the Licensee’s server time zone, please contact LogiSense. Upon notice to all affected customers, LogiSense may modify the Scheduled Maintenance windows; provided, however, that there is no material increase in the window times, the change applies to all customers in the applicable geographical region and the window is generally within an overnight period.

4. “**Excusable Downtime**” means any time that the Service is unavailable for any of the following reasons: (a) a force majeure event, (b) failure caused by or attributable to Licensee or any of its End Users, (c) failure on the part of any third party software, hardware or service provider outside of LogiSense’s control, and (d) Emergency Downtime. “**Emergency Downtime**” means any time that the Service is unavailable due to a short term emergency condition that requires immediate attention, as determined in the sole discretion of LogiSense, acting in good faith, where failure to bring the Service offline or to suspend or limit Licensee’s access to the Service may pose a

danger to the Service, the system, equipment, the network or other infrastructure or the security of any information within the Service. In the event of Emergency Downtime, LogiSense shall use commercially reasonable efforts to provide notice prior to taking the Service offline or restricting access to the Service.

Technical Support

5. Standard technical support is provided for all technical issues via email. Response time is two business days. Standard support hours are Monday through Friday, 9:00 am to 5:00 pm, Eastern Standard Time, excluding Canadian statutory holidays.
6. For an additional cost, premium technical support is available that provides for email and telephone support with a response time of next business day.
7. LogiSense provides technical support only for the current version of the Service, as indicated in the Documentation available https://www.google.com/url?q=https://www.logisense.com/learn/docs/article/914620422/&sa=D&source=editors&ust=1615495458654000&usg=AOvVaw0Qho-G_ArnGtBBcOOe4yz0. Licensee is responsible for ensuring that its systems and networks which integrate with the Service include resiliency to recover from any Service outages. LogiSense shall not be liable for any failures, interruptions of service, loss of data, loss of revenues, systems failure or any other damages caused by (a) Licensee's use of non-supported versions of the Service or (b) failures of Licensee's system and networks to recover from Service outages.
8. LogiSense makes no guarantee or warranty, whether express or implied, on the time required to resolve a technical issue. Licensee agrees to cooperate with LogiSense to trouble-shoot any technical issues.

General

9. LogiSense's obligations under this Schedule do not apply to the extent: (a) Licensee's system does not meet the minimum requirements outlined in the Documentation, (b) Licensee has breached or continues to breach any of its obligations in the Agreement, or (c) the Availability of the Service is impacted by Licensee's failure to incorporate guidance from LogiSense to optimize the Service (ie, security recommendations, upgrading to supported versions, downloading patches and bug fixes).