

Service Level Agreement

Capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the Vasion Master Software Agreement located at:

https://info.printerlogic.com/rs/338-HTA-134/images/Master_Software_Agreement_MSA_EN.pdf?version=0

1. DEFINITIONS

- 1.1. "Actual Availability" means Total Scheduled Availability minus Downtime
- 1.2. "Downtime" means a period of time during which production system processing for Service is offline and inaccessible or all Customer users are unable to use all aspects of the Service for which they have permissions. Downtime does not include the unavailability of the Service caused by the following:
- any unavailability of the Service due to Service Maintenance,
 - a failure or defect arising out of a Force Majeure Event,
 - the inability of Customer, through no fault of Vasion, to access the internet or properly use the Service,
 - the hardware, software, servers, networks, or other infrastructure of Customer, including as a result of any bugs, errors, breakdowns, or faults of any of the foregoing, or outdated software or firmware, or
- 1.3. "Force Majeure Event" means any failure or delay caused by or the result of causes beyond the reasonable control of Vasion and could not have been avoided or corrected through the exercise of reasonable diligence, including, but not limited to, failure of a third party host service provider used to host the Service, fire, flood, hurricane or other natural catastrophe, terrorist actions, laws, orders, regulations, directions, or actions of governmental authorities. Notwithstanding the foregoing, events arising from Vasion's failure to maintain a redundant environment for the Service shall not constitute a Force Majeure Event.
- 1.4. "Service Availability" means Actual Availability divided by Total Scheduled Availability, multiplied by 100%.
- 1.5. "Service Maintenance" means time that the Service is not accessible due to maintenance, including maintenance to software and/or hardware used by Vasion to provide the Service. Service Maintenance includes scheduled maintenance and unscheduled, emergency maintenance.
- 1.6. "Total Scheduled Availability" means 7 days per week, 24 hours per day, excluding Service Maintenance and Force Majeure.

2. SOFTWARE MAINTENANCE

Vasion, Inc., formerly known as PrinterLogic, Inc. dba Vasion, ("Vasion") will provide the following maintenance and support to all Services customers with a current subscription or maintenance contract:

- (a) Preventive and remedial services to maintain Services in compliance with all Documentation and in good operating condition.
- (b) As soon as Service Updates are made publicly available, Vasion shall provide such updates to the Customer. Updates exclude updates or upgrades that are available at an additional cost.
- (c) Support tickets can be submitted by (in order of preference):
- chat or webform at: <https://support.vasion.com/s/contact-printerlogic-support>
 - email at:
 - For VasionPrint: printsupport@vasion.com
 - For Virtual Appliance: vasupport@vasion.com
 - For Automate/Automate Pro: automatesupport@vasion.com; or
 - phone at the following support line(s):
 - North America +1 (435) 652-1288 ext. 1
 - Toll-Free: +1 888.634.3020
 - Germany +49 (6122) 7783900

United Kingdom +44 (20) 39003233

France +33 (1) 85640227

Netherlands +31 (10) 8990311

Australia +61 (2916) 12828

International +1 (435) 652 1288 ext. 1

Fax International +1 (435) 652 1821

- (d) Online access to technical support bulletins and web sites for all updates and upgrades.

All maintenance and support is provided in the English language.

3. PERFORMANCE OF MAINTENANCE AND SUPPORT

- (a) **Support Qualification:** To receive support from Vasion, the Customer must keep their software up-to-date. Software versions older than eighteen (18) months old will not be supported. For situations in which the Customer with an active subscription or maintenance contract requires support for software greater than eighteen (18) months old, the Vasion support team will first update the Customer's software to the most recent version. Once the software is updated, the support request will be addressed per standard protocol as outlined in this Agreement.
- (b) **Business Hours, Support Requests:** Vasion will provide a fully staffed call center from Sunday 6:00 p.m. to Friday 6:00 p.m. MT (except U.S. holidays* or CET holidays** described below) ("Business Hours"). Outside of these hours, i.e., from Friday 6:00 p.m. to Sunday 6:00 p.m. MT ("Non-business Hours"), support will be on-call, available via telephone for emergencies only. Response times during Business and Non-business Hours are provided below according to the priority level. Customer must provide all information that Vasion reasonably requests about each support request.
- (c) **Updates to Maintained Software.** Each update will be provided to you as it is made available by Vasion to any of its customers.
- (d) **Services Performed Remotely.** All maintenance and support services covered under this SLA will be performed remotely via remote access, telephone, email, fax, or any other remote means.

Priority Level	Definition	Response Time
"Non-Critical" or General Support Requests	Support requests where a mission critical printing service has not been interrupted in a production environment.	<u>Non-critical support requests during Business Hours:</u> Vasion will respond within 8 hours . <u>Non-critical support requests during Non-business Hours:</u> Vasion will respond by the close of the next business day per Vasion business hours.
"Critical" Requests	Support requests qualify as critical if conditions are defined as problems that impact the End User's operation to the point where the Services (or the products and equipment with which the Services are intended to interoperate) are unavailable or unusable for all users, or the Services cause a complete system failure. A "Critical" condition also exists if time-critical production work is at a standstill or key business processes cannot be conducted.	<u>Critical support requests received during Business and Non-business Hours:</u> Vasion will respond within 4 hours . All critical support requests must be made by phone by calling the Vasion telephone support line.

***US holidays recognized by Vasion**

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- New Year's Eve

*****CET holidays recognized by Vasion***

- New Year's Day (Neujahr)
- Good Friday (Karfreitag)
- Easter Monday (Ostermontag)
- May Day (Tag der Arbeit)
- Ascension of Christ (Christi Himmelfahrt)
- Pentecost/Whit Monday (Pfingstmontag)
- Corpus Christi (Fronleichnam)
- Day of German Unity (Tag der deutschen Einheit)
- Day of Reformation
- Christmas (Weihnachtsfeiertag)
- Boxing Day/Christ Holiday (Weihnachtsfeiertag)

4. SAAS AVAILABILITY

- 4.1 SaaS Availability Service Level.** For SaaS Services, Vasion will provide 99.5% Service Availability over one-month calendar periods, excluding any System Maintenance or Force Majeure Events that result in the Service not being available.
- 4.2 Service Maintenance Notice.** For non-emergency scheduled Service Maintenance, Vasion provides a two (2) week notice via email/text to those customers who subscribe to status.printercloud.com. In the event of emergency maintenance, outages, or system failures, information will be provided through status.printercloud.com.
- 4.3 Termination and Exclusive Remedy.** If Service Availability falls under 99.5% for two (2) consecutive calendar months within any 12-month period, Customer may request termination of the Agreement. To request termination, Customer must notify Vasion in writing (pursuant to the notice provision of the Agreement) within thirty (30) days of the end of the third consecutive calendar month of Service Availability under 99.5%. Upon proper written notice, this Agreement shall be considered terminated, and Customer will be provided a pro rata refund of the prepaid unused service fees after the date of termination, which shall be Customer's sole and exclusive remedy for breach of Service Availability and related claims. Failure to provide proper notice within the time specified shall constitute a waiver of all claim(s) and remedies arising out of Service Availability and related claims.