



Managed Services SLA and Support Terms

This SLA and Support Terms (this “**SLA**”) governs the use and provision of Managed Services under the terms of the Master Services Agreement (the “**Agreement**”), between Customer and ne Digital, Inc., a Florida corporation (“**ne Digital**”) and is subject to all of the terms and conditions of the Agreement. “Service” or “Services” as used in this SLA refers to Managed Services unless otherwise specified.

- 1. Service Commitment.** Subject to the limitations contained in the Agreement and this SLA, ne Digital will use commercially reasonable efforts to provide the Services set forth on the Service Order entered into by Customer and ne Digital. Services consist of information technology (IT) management and support services for Customer’s designated servers and network devices (such supported environment, the “**System**”).
- 2. Modifications to Services.** The Services procured pursuant to the initial Service Order shall be uploaded into ne Digital’s online portal designated for Customer (the “**Online Portal**”). All changes and modifications to the Services must be requested through the Online Portal by Customer and once accepted by ne Digital, shall be subject to the terms and conditions of the Agreement and this SLA as if a part of the initial Service Order.
- 3. Transition Period.** The “Transition Period” for services under this SLA is estimated to be no longer than [30] days after the activation of Services under any Service Order (the “**Service Commencement Date**”). ne Digital and Customer agree that ne Digital will need SLA flexibility during the Transition Period to allow for proper setup, knowledge transition and stabilization. All SLAs and associated credit and remedies are waived during the Transition Period.
- 4. Term and Termination.**
 - 4.1. Subject to the terms set forth herein, and unless otherwise provided in the applicable Service Order or Agreement, the initial term for Support Services will commence on the Service Commencement Date and shall continue for a period of [three (3)] years. The term shall be automatically extended for successive renewal terms of one (1) year each unless either party provides written notice of nonrenewal to the other at least thirty (30) days before such expiration. Fees for the Support Services (as defined below) on all subsequent Service Orders and renewals shall be set at then current ne Digital pricing, unless otherwise agreed to by the parties.
 - 4.2. Either party may terminate the Services if the other party breaches a material term of this SLA and such breach is not cured within [thirty (30)] days after written notice thereof from the terminating party.
 - 4.3. Except in the event of termination by Customer at the end of the initial or a renewal term or by Customer due to the breach by ne Digital under Section 4.2, Customer shall pay ne Digital, as liquidated damages for lost profits and not as a penalty, an early termination fee equal to 6 months of services in the current agreement if Customer terminates this SLA before the end of such initial or renewal term. It is agreed that the actual amount of damages that shall be sustained by ne Digital is not currently ascertainable and that the stated amount constitutes their best estimate of same.
- 5. Definitions.** Capitalized terms used herein but not otherwise defined will have their respective meanings set forth in the Agreement.

“**Authorized Contacts**” means the named Customer employees or authorized agents who: (i) have sufficient technical expertise, training and/or experience to perform Customer’s obligations under this SLA; (ii) are responsible for all communications with ne Digital regarding this SLA, including



incident reports; and (iii) who are authorized by Customer to request and receive Services on behalf of Customer. Customer may substitute Authorized Contact(s) from time to time giving ne Digital prior written notice, including the relevant contact information for any new Authorized Contact.

“Basic Support” is ne Digital’s basic Support Services described herein.

“Business Days” are Monday to Friday during Normal Support Hours (collectively, the **“Business Week”**), excluding all holidays.

“Enhancement Request” means a request by Customer to add functionality or enhance performance beyond the specifications of the Service and are not included as part of Managed Services.

“First Level Support” means any support relating to calls from Customer’s end users or general resolution of user errors, network errors, provisioning errors or Internet delays or malfunctions.

“Normal Support Hours” are 8:00 a.m. to 6:00 p.m. Eastern Standard Time on Business Days.

“Response Time” means the targeted time period within which ne Digital will use commercially reasonable efforts to contact Customer to acknowledge receipt of an incident report and to engage an appropriately skilled support resource, commencing from the time that ne Digital receives all required information as specified in Section 7.

“Resolution Time” means the elapsed time between the response time and the time the service request or incident is resolved; for example, an Authorized Contact submits a service request to ne Digital at 10:15 AM, ne Digital responds at 10:45 AM and resolves the issues at 11:00 AM, the resolution time is 15 minutes.

“Platinum Support” means ne Digital’s enhanced level of Support Services. If Customer is entitled to Platinum Support, the Normal Support Hours will be expanded to 24x7 coverage with improved Initial Response Time Goals.

“Support Services” means support services for the Services provided by ne Digital under the terms set forth herein, but do not include First Level Support or Enhancement Requests. Support Service levels include [SaaS, Gold and Platinum Support]. Customer’s level of Support Services shall be determined by the level of Support Services that such Customer has procured.

6. Support Hours and System. ne Digital provides monitoring services 24/7. Support Services outside of Normal Business Hours are billed at overtime rates and need to be coordinated with Service Manager with 72-hour notice unless Customer has opted for Platinum Support. Requests for support due to trouble or incidents may be submitted to ne Digital Help Desk in three ways:

- Via the online support system located at <https://support.nedigital.com>
- Emailing support@nedigital.com
- Calling +1 (312) 238 9427 and selecting the “Support” option on the IVR.

When submitting online or email support requests, the following information, as applicable, should be provided: (a) exact wording of all related error messages; (b) a full description of the incident and expected results; and (c) any special circumstances surrounding the discovery of the incident. ne Digital may share such information and other information about incidents with its contractors, vendors and/or third-party application providers to support ne Digital’s provision of the Support Services described herein.

7. Incident Classification. All incident reports must be made to ne Digital by an Authorized Contact. ne Digital will work with Customer and will assign the appropriate priority level to any such reported



incident. ne Digital may reclassify incidents based on the current impact on the System and business operations.

Incident Classification (Impact/Urgency)	Priority Level
Error or defect that renders the System or any material portion thereof inoperative, or materially impairs Customer’s use of the System (e.g., all users and functions unavailable)	1
Error or defect that substantially impairs Customer’s use of one or more features or functions of the System (e.g., large number of users or business critical functions affected)	2
Error that has a minimal impact on the performance or operation of the System (e.g., limited number of users or functions affected, business process can continue)	3
Error that has a very limited impact on the performance or operation of the System (e.g., business process can continue; one user affected)	4

8. Response Times. Requests will be handled in accordance with the table below showing target response times for each priority level. Resolution of the issue will not be considered part of the Initial Response Time Goal.

Initial Response Time Goal	Priority 1	Priority 2	Priority 3	Priority 4
Platinum Support	0.5 Hour	1 Hours	3 Hours	5 Hours
SaaS Support	1 Hour	2 Hours	4 Hours	6 Hours
Gold Support	2 Hours	4 Hours	6 Hours	8 Hours

9. Support Tiers. The following table details and describes ne Digital’s support tier levels:

Support Tier	Description
Tier 1	All support incidents begin in Tier 1, where the initial trouble ticket is created (analyst incident triage, escalation and routing).
Tier 2	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2 (engineer incident resolution, escalation as needed through resolution).
Tier 3	All support incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3 (engineer incident resolution, escalation as needed through resolution).

How to request a support escalation:

- Contact the support engineer assigned to your case and explain why the case needs additional attention
- If the support engineer has a manager named in their email tagline, reach out to them directly
- Contact your Service Managed assigned.



When engaging the escalation team:

- Include the incident number and the words "escalation request" in the subject line of the message
- Explain why the case needs additional attention

10. Service Credits. Should ne Digital fail to meet the Initial Response Time Goals within the time frames set forth in Section 8 above, Customer shall be eligible for a credit as Customer's sole and exclusive remedy for such failure.

Credits will be calculated as a percentage of the fees for the Services for the current monthly billing period in which the failure occurred (to be applied at the end of the billing cycle). If ne Digital fails to achieve an Initial Response Time Goal in a calendar month due to any cause other than a SLA Exclusion described in Section 13 below, then Customer shall receive a credit in the amount set forth in the following table, subject to Section 11 below:

Goal Description	Remedy (credit) for Failure to Meet Initial Response Time
Priority 1	Each failure to meet the goal qualifies Customer for a credit of 5% of monthly Services fees per event.
Priority 2	Each failure to meet the goal qualifies Customer for a credit of 2% of monthly Services fees per event.
Priority 3	Each failure to meet the goal qualifies Customer for a credit of 1% of monthly Services fees per event.
Priority 4	Each failure to meet the goal qualifies Customer for a credit of 0.5% of monthly Services fees per event.

In order to receive a credit hereunder, Customer must request it by emailing ne Digital at support@nedigital.com within five days of the end of the applicable month. The service credit is valid for up to two years from the month for which the credit was issued.

11. Limitations on Credits. No more than one credit is applicable to any event. Customer is not entitled to a credit if Customer is in breach of the Agreement (including any payment obligations to ne Digital), until Customer has cured all such breaches. Customer is not entitled to a credit if downtime would not have occurred but for Customer's breach of the Agreement or this SLA. Notwithstanding anything in this SLA to the contrary, the maximum total credit for any monthly billing period shall not exceed [25%] of Customer's fee for that billing period. Credits that would be available but for this limitation will not be carried forward to future billing periods.

12. Customer's Obligations. ne Digital's obligation to provide Support Services under this SLA is conditioned upon Customer: (i) paying all applicable fees for Support Services prior to the date the incident is reported; (ii) providing ne Digital with all reasonable assistance and providing ne Digital with data, information and materials as that are reasonably necessary; (iii) procuring, installing and maintaining all equipment, telephone lines, communication interfaces and other hardware and software necessary to access the Services; (iv) providing all First Level Support; (v) providing appropriate contact information for all Authorized Contacts(s).

13. SLA Exclusions. ne Digital will not be required to correct any incident caused by: (i) Customer or end-user misconduct; (ii) failure or deficient power, equipment or services not provided by ne Digital; (iii)



delay caused or requested by Customer; (iv) service interruptions, deficiencies, degradation or delays due to access lines, cables or equipment provided by third parties; (v) failure to provide suitable secure environment for on-premises devices, including secure mounting and racking, appropriate cooling and air handling, security from theft; (vi) Customer's failure to maintain compliance with all manuals and instructions for the hardware, firmware and software comprising the System; and (vi) use of the Service that is not in compliance with the Agreement or this SLA.

14. Disclaimers. Any services not expressly mentioned in the Service Order or Online Portal are outside the scope of this SLA. Notwithstanding the foregoing, the following items are explicitly outside the scope of Services, and ne Digital's fees for any and all such excluded services shall be an additional charge over and above the Services purchased under the Service Order and any such services performed shall be billed at ne-Digital's then current pricing:

- Service interruptions, deficiencies, degradations or delays due to any access lines, cabling or equipment provided by third parties;
- Repairs, alterations, software installations or modifications of equipment made by employees or agents of Customer;
- Recoveries of any software, data, file structures, or file security necessitated due to a crashed hard drive;
- Maintenance of applications software packages;
- Periods of scheduled maintenance and required repairs;
- Causes beyond ne Digital's control;
- Downtimes that occur as a result of power or heat issues;
- Causes that are not reasonably foreseeable by ne Digital, including but not limited to, interruption or failure of telecommunications or digital transmission links or Internet slow-downs or failures;
- Third-party patches to the System or patches to applications;
- Major changes, such as a version upgrade or complete reinstallation of an operating system;
- Activities related to any lawsuit, legal inquiry, e-discovery or other unforeseen request;
- Physical relocation of the System;
- Peripherals external to the System;
- Customer data, Customer applications, and other aspects of the System that may be corrupted or may not function; and
- Enhancement Requests.

15. Maintenance. Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least [two full Business Days] in advance of the maintenance time. Regularly scheduled maintenance time typically is communicated at least a week in advance, scheduled to occur at night on the weekend, and takes less than 10-15 hours each quarter. ne Digital hereby provides notice that is reserved for routine scheduled maintenance for use as needed.

16. Updates/Notice. This SLA may be amended by ne Digital in its discretion after providing thirty days' advance notice. Notices will be sufficient if provided by email to the registered email address provided for the administrator(s) for Customer's account.

17. Entire Agreement. This SLA is hereby incorporated by reference into the Agreement and represents the complete agreement between ne Digital and Customer regarding Support Services and



supersedes any prior or contemporaneous agreements or communications or understandings, written or oral, relating to Support Services.