

**GEP**  
**SERVICE LEVEL AGREEMENT**

1. **Definitions:** The following terms shall have the following meanings when used in this Schedule:
  - 1.1. “Designated Support Contacts” means the Subscriber contacts who are authorized to contact Service Provider for Support.
  - 1.2. “Enhancement” means a feature or functionality works in way that is different or improved from the then current Documentation. Enhancements may involve a commercial cost if the request is specific to Subscriber.
  - 1.3. “Error” shall mean a defect, error, or malfunction in the Services which causes them to fail to conform to requirements of this Agreement in any material respect.
  - 1.4. “Error Correction” shall mean a permanent modification or addition that, when made or added to the non-conforming Services, brings the operation of such non-conforming Service into conformance with this Agreement. Upgrades may constitute Error Corrections.
  - 1.5. “Fix” shall mean a temporary software patch designed to substantially mitigate the impact of an Error, notwithstanding that the Error still exists.
  - 1.6. “Upgrade” means a software version designed to provide a Fix and may include new feature enhancements.
  - 1.7. “Workaround” means a temporary set of procedures that Service users may follow to circumvent or substantially mitigate the impact of an Error, notwithstanding that the Error still exists.

All other terms used in this Schedule with initial capital letters shall have the meanings given them in the Agreement.

2. **Support Services:** Service Provider shall provide the following Support Services:
  - 2.1. As part of its obligations hereunder, Service Provider shall provide to Subscriber all operational and support assistance necessary to cause the Services to perform in accordance with the requirements of the Agreement and all remedial support designed to provide a Workaround or temporary Fix to an Error until the Error can be permanently corrected. Service Provider shall respond to and resolve Errors pursuant to the response and resolution schedule set forth in this Schedule.
  - 2.2. Service Provider shall use commercially reasonable efforts to upgrade and improve the functionality and performance of the Services. At no additional cost, Service Provider shall provide to Subscriber all Upgrades.
  - 2.3. Service Provider shall promptly provide to Subscriber any revisions to reflect all Error Corrections and Upgrades.
3. **Support Services.** Service Provider shall provide Support Services twenty-four (24) hours per day, five (5) days per week, Monday through Friday via email assistance at [support@gep.com](mailto:support@gep.com), online assistance at <https://success.gep.com> telephone assistance to authorized Designated Support Contacts on the numbers at: <https://success.gep.com/s/article/GEP-Customer-Support-Contact-Information>.
4. **Scheduled Server Outages.** Subscriber agrees and acknowledges that the Services may be unavailable from time to time due to a Scheduled Outage or any other situation that is not attributable to Service Provider’s failure to exercise due care in performing its responsibilities under this Agreement. A “**Scheduled Outage**” is the time period during which the Services are scheduled to be unavailable for use by end users due to such things as preventive maintenance or Upgrades. Scheduled Outages may occur in situations where Service Provider deems it necessary in order to protect its systems, facilities, interests and interests of its customers and/or third parties,

including situations where Service Provider is responding to the threat of a computer virus, in which case Service Provider will use commercially reasonable efforts to notify Subscriber in advance prior to such unavailability.

- 5. **Exclusions:** Service Provider shall have no obligation to provide Support Services to the extent that the Error is a result of Subscriber’s negligence or due to circumstances or instances that are beyond GEP’s reasonable control.
- 6. **Service Level Warranty:** Service Provider warrants at least 99.8% System Availability (“Service Level Warranty”).

**Availability:** Availability for Services (“Availability” and/or “Available” as herein defined) which excludes Force Majeure Events, interruptions due to Subscriber’s software or third-party service providers, including, but not limited to Subscriber’s internet service provider, will be available to the Subscriber and its Licensed Users seven (7) days per week and twenty-four hours per day excluding Scheduled Outages.

The established Availability Percentage level for this Agreement is 99.8%.

“Availability Percentage” shall be calculated as follows:

$$x = \frac{(n-y) * 100}{n}$$

“x” is the Availability Percentage

“n” is the total number of minutes in a given calendar month, exclusive of the defined maintenance window and any unplanned maintenance mutually agreed between Client and Service Provider to prevent or mitigate an unplanned outage or performance degradation.

“y” is the total number of minutes Service is not Available (as defined herein as “Down Time”) in a given calendar month.

- 7. **Service Level Credits:** If Availability falls below the agreed upon Service Level Warranty, for three (3) consecutive calendar months, Service Provider will provide Subscriber with a Service Level Credit as follows:

<u>Service Level Warranty</u>	<u>Credit – Percentage of Monthly Fees of the affected module.</u>
From 99.8% to 99%	3%
Less than 99% but greater than 98%	5%
Equal to or less than 98%	7%

These Service Level Credits will be provided to Subscriber in the form of a reduction to the next invoice due to Service Provider by the amount of the Service Level Credit due to the Subscriber caused by the service interruption corresponding to the applicable period. In the event there is no future invoice due under this Agreement, the Service Provider shall pay such unpaid/unadjusted amounts of Service Level Credits within thirty days of written request.

\*The average monthly fee amount will be equal to the quotient determined by dividing the then-current Annual Subscription Fee applicable at the time of the breach of the Service Level Warranty by twelve (12).

**8. Response/Resolution Times for Support Issues**

**Severity Levels:** Severity Levels are defined as follows:

Severity	Definition	Examples
Severity 1	<i>Service has stopped</i> – production use of the platform is completely stopped or so severely impacted that majority of users are affected	Application non-availability, or Significant performance degradation of the platform
Severity 2	<i>Service is severely impeded</i> - Major System features are unavailable with no acceptable workaround. Production use of the platform is continuing in certain other areas.	Buyers not able to create sourcing events or Contracts, AP users are not able to do invoicing or Invoices submitted are not getting interfaced with Subscriber’s ERP system.
Severity 3	<i>Service is mildly impacted, but can function normally</i> - Users are able to use the platform but functionality of some features is impaired	Non-availability of certain functionality for user - User not able to locate and use "Approve" button on the UI to approve a PO, User unable to find a specific P2P document during search, data issue leading to integration error for specific documents, or a contract approval workflow is not working as intended for a specific contract
Severity 4	<i>No impact on Services. There are user queries relating to;</i> - Request information, cosmetic software defects, requests for documentation, clarification regarding the System but there is no impact on the operation of the System.	Generic functionality related questions from users, Buyer/ Supplier User Training

**Response Times based on Severity Level**

	TARGET		
CASE PRIORITIZATION	<u>Support Step 1</u>	<u>Support Step 2</u>	<u>Support Step 3</u>
Severity-1 (Critical)	1 Hour	1 Business Day	10 Business Day
Severity-2 (High)	4 Hour	1 Business Day	20 Business Day
Severity-3 (Medium)	1 Business Day	10 Business Days	45 Business Day
Severity-4 (Low)	4 Business Days	20 Business Days	As Appropriate
Definition of Support Step	Initial meaningful response.	Workaround provided (for defects). Timeline commitments for fix.	Permanent fix provided (for defects) or delivery of the Enhancement requests will be reviewed and addressed by GEP product management team. Enhancement requests are outside of SLA Targets.

9. Reporting. Reports shall be made available to the Subscriber with details that includes the number of cases, description of the case, status, date opened and closed and notes on the customer success portal at <https://success.gep.com/s/>.