

SERVICE LEVEL AGREEMENT INFORMER

This Service Level Agreement (“SLA”) is between Entrinsik and Customer and is subject to the terms of the main license or cloud service agreement (“Agreement”) between the parties. This SLA relates to support and service levels for Entrinsik’s Informer software product (“Informer”). Capitalized terms used in this SLA, but not otherwise defined herein, have the meaning given to them in the Agreement.

Part A of this SLA (the Support SLA) applies whether Informer is installed in Client’s environment or is made available by Entrinsik to Customer on a hosted, cloud basis. Part B of this SLA (the Availability SLA) applies only if Informer is made available by Entrinsik on a hosted, cloud basis.

Entrinsik may from time to time update this SLA. No changes to this SLA will materially reduce the level of service provided in this SLA. Any changes to this SLA shall be effective immediately following the posting of such changes on the Informer Help Center found at <https://entrinsik.com/informer/support/>. The date of latest version of this SLA is indicated in the footer of this document.

PART A – SUPPORT SLA

1. Support Hours and Response Times

General Informer support is available during the following times, excluding Entrinsik holidays:

- Phone support: 8 a.m. and 6 p.m. Eastern time, Monday through Friday.
- Email support: 8 a.m. and 6 p.m. Eastern time, Monday through Friday.

To contact Entrinsik Support, please make use of the following resources:

- Email: i5support@entrinsik.com
- Phone: 888-703-0016

Email is the preferred method of communication as it allows our support staff to respond to requests more quickly.

Entrinsik strives to quickly and effectively answer all questions that may arise from the configuration, implementation, and use of Informer.

Entrinsik will respond within 1 business hour to any critical issues received during the times listed above. Non-critical issues will be responded to within 2 business days in order of criticality.

Critical issue means a support issue in which Informer (or as applicable the Informer Cloud) is non-operational (i.e., “down”). Customer is unable to execute any reports or access Informer.

Non-critical issue means a support issue related to a specific report or feature, or to a general use question, or requested enhancement, with no other Informer functionality impacted.

After-hours support may be provided at the current after-hours support rate at time of request. After hours and holiday support will be provided on a best endeavors basis and depends on the availability of support staff.

2. Entrinsik Holidays

The following is a list of holidays recognized at Entrinsik. On these dates Entrinsik offices will be closed and there will be no general support available unless other arrangements have been made in advance. Entrinsik reserves the right to modify the days recognized on a year-to-year basis. For holidays falling on a weekend, Entrinsik will attempt to observe the holiday on the closest business day(s), unless otherwise specified by management.

New Year's Day – January 1st
Memorial Day – the last Monday in May
Juneteenth – June 19th
Independence Day – July 4th
Labor Day – the first Monday in September
Thanksgiving – the 4th Thursday and Friday of November
Christmas Eve – December 24th
Christmas Day – December 25th

Customers will be notified of the specific observed dates through newsletters, forum postings, or other alternative communication methods. If you wish to arrange support for any of the above holidays, please send an email to request a quote.

3. Support Information

To ensure quick and efficient support, please provide the following information with all support requests:

- a) Customer and reporting individual name
- b) Full problem description
- c) Step-by-step instructions on how to repeat the problem
- d) Any log messages associated with the incident (browser, network, and/or Informer logs)
- e) Screenshots of any erroneous behavior of the user interface
- f) Any other information you may think will help us resolve your issue
- g) As applicable, Informer Cloud URL

Failure to provide any of the above when appropriate for the incident may result in a prolonged time to resolution for which Entrinsik shall not be responsible.

4. Support Services

The following support items are included with support:

- a) General usage and installation questions. General usage questions are questions that involve general assistance with report or dashboard creation, or system administration (file mapping and linking, security, etc.), and take less than 30 minutes to review and resolve. General questions taking longer than 30 minutes will be billable unless it is determined a bug in Informer caused the issue.
- b) Troubleshooting bugs in Informer.

A one-time 90-minute overview training is also included with the onboarding of Informer. This overview is offered through online delivery via Zoom™ or similar method. The training includes general system administration and basic report creation information.

Entrinsik also provides online user guides, how-to videos, and a client portal with the Informer Help Center, as additional means of support. These items can be accessed through the Informer support page found at <https://entrinsik.com/informer/support/>.

5. Updates

Entrinsik will make available to Customer new Informer releases and updates to Informer that it generally makes available to its other Customers who are under a current subscription license or maintenance agreement for Informer at no additional charge. Entrinsik will have no responsibility to provide support for any versions of Informer other than the current and immediately prior major release. The term “major release” means a primary point release, such as version 5.7 (the prior major release in this example would be version 5.6). For avoidance of doubt, new releases and updates do not include updates that have substantial new functionality and/or are separately priced by Entrinsik.

6. Billable Items

The following items are excluded from support services and are billable:

- a) Extensive how-to questions
- b) Training beyond the initial 90-minute overview training
- c) Consulting
- d) Support for code and scripts prepared by or for Customer
- e) On-site services
- f) Issues arising from: (i) non-Entrinsik hardware or software; (ii) unauthorized modifications to Informer; (iii) improper use, operation, or neglect of Informer; or (iv) failure by Customer to implement recommendations and/or solutions as previously advised by Entrinsik.

Extensive how-to questions include report creation or system administration questions taking longer than 30 minutes to review and resolve and are not related to bugs in Informer or other issues with Informer under Entrinsik’s control.

For on-site training, a day is from the hours of 9 a.m. to 4 p.m. Entrinsik will attempt, when possible, to schedule travel with minimal impact to the Entrinsik employee’s work schedule; however, in the event travel must be scheduled during normal business hours and the Entrinsik employee is required to miss at least 4 hours of work, the time missed from work will be billed at the standard rate at time of request. This charge shall be noted on the quote to Customer or added as an amendment to an existing quote.

Entrinsik also offers consulting services, which include, but are not limited to, installation, setup, upgrades, report creation, dashboard creation and/or plugin development. An Entrinsik employee, or a 3rd party designated by Entrinsik, will perform these services on the Customer’s computer equipment through remote access (either through a remote desktop application or direct VPN) or an onsite visit. These services will be billed at the standard rate at time of request. Entrinsik employee travel expenses for onsite visits will also be the responsibility of the Customer.

Entrinsik will use reasonable efforts to assist customers with questions regarding the plugin feature of Informer; however, development and support of plugins by Entrinsik staff is a billable support item.

7. Additional Terms

Entrinsik shall not be liable for force majeure items as defined in the Agreement.

Also, Entrinsik shall not be liable for any failures or delays in services to the extent the failures or delays are caused due to failures or delays in services of third-party companies (i.e., web hosting companies, root DNS services, ISP's, electronic mail services, etc.).

Customer agrees that Entrinsik is not obligated to correct every error, malfunction or defect in Informer, and Entrinsik does not warrant or represent that all errors can and will be corrected. Entrinsik may provide patches, provide reasonable workarounds, or update documentation to address errors.

Customer shall train its personnel in the proper use and application of Informer and the equipment on which the Informer is loaded or operating, as applicable. Customer shall also use reasonable efforts to verify, re-create, and resolve any problem prior to contacting Entrinsik, including by confirming that the problem does not reside in hardware, networking, or third-party software, and by consulting the relevant documentation.

Customer agrees that Entrinsik may use any feedback regarding any suggested improvements to Informer provided by Customer or any Customer or any Customer end user for any purpose, including without limitation to modify, supplement, or improve Informer, without payment or compensation to Customer or any Customer or end user.

PART B – AVAILABILITY SLA FOR INFORMER CLOUD

1. Definitions

“Availability” means the time period that the Informer Cloud is available to Customer to use for business purposes. Availability is calculated as follows (and will be rounded to up to the next one hundredth of a percentage point):

$$[(\text{Base Time} - \text{Unscheduled Downtime}) / (\text{Base Time})] \times 100$$

“Base Time” means the product of the number of days in the applicable month times 24 hours times 60 minutes, subtracting Maintenance Downtime.

“Instance” means a distinct multi-tenant Kubernetes deployment of Informer

“Maintenance Downtime” means the aggregate total of all minutes of maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Maintenance Downtime includes downtime arising from agreed support operations and product additions and modifications.

“Tenant” means a named and sandboxed subset of an instance. Generally, one per customer.

“Supporting Service” means one of: Elasticsearch, Redis, or Postgres. These are services necessary for the operation of Informer Cloud but are not hosted by Entrinsik itself.

“Unscheduled Downtime” means the time (in minutes) during which the Informer Cloud is not operational, i.e., not responding to requests (excluding Maintenance Downtime) from Entrinsik's or its hosting provider's facility internet connection based on the measuring methodology documented herein.

“VPC” or “Virtual Private Cloud” means a set of servers and services hosted in an AWS region that makes up part of the Informer Cloud infrastructure.

“AWS” means Amazon Web Services, the cloud infrastructure provider used by Entrinsik to host Informer Cloud.

2. Availability

Entrinsik will use best commercial efforts to meet the following Availability SLA:

Metric	Commitment	Measurement
Availability	99.5%	Tracked via Uptime in the Elastic Stack.

3. Exceptions and Limitations

The following is a list of circumstances where Entrinsik’s commitments to Availability are not applicable.

- If AWS is experiencing downtime in the region(s) hosting Informer Cloud, Entrinsik may not be able to meet its availability commitment as the resolution is outside of Entrinsik’s control.
- Denial of Service attacks represent a threat that no amount of preparation can completely protect against. While protections are in place, Entrinsik cannot commit that its availability target will be maintained during such an attack.
- Periods of Maintenance Downtime do not count against Entrinsik’s availability commitment.
- Force majeure events (items outside of Entrinsik’s reasonable control) as defined in the Agreement;
- Failure of access circuits to the Entrinsik network, unless such failure is caused solely by Entrinsik;
- Customer’s acts or omissions (or acts or omissions of others engaged or authorized by Customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc.), and any negligence, willful misconduct, or misuse of Informer Cloud;
- Outages elsewhere on the Internet that hinder access to Customer’s account. Entrinsik is not responsible for browser or DNS caching that may make Informer appear inaccessible when others can still access it. Entrinsik will guarantee only those areas considered under the control of the Informer Cloud;
- Use of a VPN or similar connection which is not exclusively within Entrinsik’s control at both ends of such connection, and where the problem occurs in the part of the VPN which is not under Entrinsik’s control.

4. Maintenance Downtime

Entrinsik will use commercially reasonable efforts to perform Maintenance Downtime after regular business hours, specifically between 9:00 pm Eastern time on Friday and 7:00 am Eastern time on Monday. Generally, Entrinsik will notify Customer at least 12 hours prior to the Maintenance Downtime. In some cases, such as to address urgent security issues, prior notice of Maintenance Downtime is not possible. Customer will cooperate and reasonably assist Entrinsik as needed in connection with Entrinsik’s maintenance activity.

5. Backup and Disaster Recovery

Entrinsik has adopted and will maintain commercially reasonable disaster recovery plans for the Informer Cloud.

The Informer Cloud and the Software is housed at Amazon Web Services' secure data centers in separate availability zones in the USA with 24/7 physical security and monitoring. Data in the Informer Cloud is replicated in real-time to a failover server in a separate region in the USA and is backed up daily offsite with a 30-day retention policy, and on-machine backups occur each night. Sample restorations are performed several times a year.

Customer Data is replicated in real time to a separate datacenter location in the USA for both the UI and database servers. Both the data and application servers will independently failover to redundant servers in different locations in the USA. Failover generally takes less than one hour.

6. Infrastructure

Entrinsik will provide all infrastructure and system software required to deliver the Informer Cloud. Entrinsik may utilize subservice providers at its discretion to assist in maintaining such items. Customer remains solely responsible for maintaining Customer's systems that interact with the Informer Cloud environment.

Entrinsik's automated monitoring and intrusion detection software sends alerts and notifications on the health of the Informer Cloud and if issues are detected with the Informer Cloud; for example, downtime, disk space, CPU usage, etc. These automated alerts go to Entrinsik's technical support team 24 hours a day to help maintain availability, or to take appropriate action.

7. Responsibilities

Below are the specific responsibilities that apply to both Customer and Entrinsik concerning onboarding, day-to-day usage, and offboarding of the Informer Cloud:

Responsibility	Customer	Entrinsik
Onboarding	<ul style="list-style-type: none"> a) If applicable, open firewall to traffic originating from Informer Cloud. b) Provide Entrinsik with public key used for SSH tunnels if Customer elects to use them for on-premises connectivity. 	<ul style="list-style-type: none"> a) Provide Customer with list of source IP addresses that will be used to identify Informer Cloud traffic. b) Provide documentation and/or training on SSH tunnel setup process and register Customer's public key for use with aforementioned SSH tunnels. c) Create instance or tenant for Customer's exclusive use on Informer Cloud. d) Provide to Customer the URL, username, and password information needed to connect to said instance or tenant.
Day-to-Day Usage	<ul style="list-style-type: none"> a) Customer will not use Informer Cloud resources for illegal or nefarious purposes. b) Customer will refrain from activity that endangers the stability of shared cloud resources. c) Customer will provide Entrinsik with at least 24 hours' notice of any planned 	<ul style="list-style-type: none"> a) Entrinsik will provide support for day-to-day operations in accordance with the other sections of this SLA b) Entrinsik will use reasonable efforts to ensure that the resources available to Informer Cloud are adequate for the needs of Customer as discussed before and during the signing of the Agreement.

	<p>activity relating to the Informer Cloud that will require more than the usual amount of resources to complete, and refrain from that activity until given permission from Entrinsik.</p>	<p>c) Entrinsik will keep the Informer software up to date. Informer Cloud will typically receive an upgrade to the latest generally available version of Informer a business week after that version's release.</p> <p>d) If notified of planned activity that requires resources in excess of resources contemplated by the Agreement, Entrinsik will discuss with Customer about the scope and cost of those resource requirements in a timely manner to allow for said activity.</p>
Offboarding	<p>a) If Customer desires a final copy of their data and/or metadata as part of their offboarding, they will provide Entrinsik with use of a network or cloud storage solution of Customer's choice with space sufficient for the data.</p> <p>b) Customer will delete and/or destroy any keys, passwords, certificates, and other credentials associated with Informer Cloud.</p>	<p>a) Entrinsik will provide a final copy of Customer's data and metadata within 14 days of being given the relevant storage solution information.</p> <p>b) After confirmation of receipt of the above-mentioned data, Entrinsik will securely remove Customer's data and metadata from Informer Cloud and its supporting services. Note: This process will be irreversible, and availability of the final copy of data and metadata is Customer's sole responsibility.</p>

8. Service Management

All administration and other settings available through the Informer user interface are managed by Customer with support available as outlined in this SLA. Settings not available through the Informer user interface such as those dealing with server resources and configuration are by Entrinsik and governed by the provisions of the Agreement and by Entrinsik's policies surrounding data security, certification compliance, etc.