

BEEKEEPER SERVICE LEVEL AGREEMENT (SLA) - PREMIER

Last Updated: 13 September 2021

1. SCOPE AND PURPOSE

- 1.1. This SLA is between Beekeeper (“**Beekeeper**” / “**Us**” / “**We**”) and Customer (“**Customer**” / “**You**”) and is part of the Software as a Service Master Subscription Agreement (“**MSA**”) between Us and You. This SLA describes the levels of Software Availability and support that You can expect to receive from Us during the Subscription Term. It also details the Service Credits We may provide You if We do not comply with the defined Software Availability and support.
- 1.2. If this SLA is translated into any other language, the English version is authoritative.
- 1.3. This SLA applies separately to each MSA.
- 1.4. The current version of this SLA can be found at: <https://beekeeper.io> and may be modified or updated by Us from time to time in our sole discretion with or without notice to You. Such changes will automatically apply provided that any changes will not have any material adverse effect on Customer.
- 1.5. We encourage you to review the online SLA periodically.
- 1.6. This SLA only applies to Software subscription Services described in the applicable Customer Order Form. This SLA does not apply to any Software, equipment or services or other parts of an information technology system that are not subscribed from or managed by Beekeeper. Refer to clause 6 for additional exclusions and restrictions to this SLA.
- 1.7. This SLA is effective from the Start Date of the Software subscription specified in the Order Form and ends on the expiration or termination of the Software subscription (the “**Support Period**”). Beekeeper is not obligated to provide support beyond the end of the Support Period.

2. DEFINITIONS

- 2.1. Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the MSA or other similar written agreement between You and Us as applicable.
 - a) **Available or Availability.** The time our Software is available for Customer access and use.
 - b) **Business Days.** Monday to Friday excluding Public Holidays.
 - c) **Business Hours.** For First Response Time: 9am – 3am (CET) during Business Days.
For Resolution Time: 9am - 6pm (CET) during Business Days.
 - d) **Claim.** A claim submitted by Customer to Beekeeper under this SLA for Service Credit.
 - e) **First Response Time.** The time between a ticket being opened in Beekeeper’s Help Desk and confirmation to Customer via Beekeeper’s ticketing system that We have received the request and are investigating the Issue (any automated response from the ticketing system does not count towards First Response Time). Severity 1 & Severity 2 Issues that are identified by Us may be manually updated on Our Status page (<https://status.beekeeper.io>) and will also be considered a First Response Time.
 - f) **Issue.** A support request for an incident or problem with using or accessing the Software.
 - g) **Resolution Time.** The time between Response Time until resolution or conclusion of the Issue. For Severity 1 Issues, if We provide a workaround, We will downgrade the Severity Level to Severity 2

or Severity 3 based on the extent the workaround improves the Issue. For Severity 4 Issues, We retain the right to decide through our internal Software development prioritization process which features to add or change.

- h) **Planned Maintenance.** Planned and scheduled implementation of Upgrades, network, or infrastructure changes for maintenance during which the Software will not be Available; If such Planned Maintenance will be during Business Hours the Customer will be given 24-hour prior notice.
- i) **Service Credit.** A financial credit Beekeeper may credit back to an eligible, active and not-terminated Customer account based on this SLA.
- j) **Unavailable Time.** Time when the Software is not available for Customer access or use excluding any Permitted Unavailability.

3. SUPPORT FOR SOFTWARE ISSUES

3.1. Customer's Authorised Users can request support via:

- a) Beekeeper's Help Desk (<https://beekeeper.zendesk.com/>)
- b) Email to support@beekeeper.io. or your Customer Success Manger.
- c) The Beekeeper app via the "Help & Support" section in both the Beekeeper Android & IOS app.
- d) Beekeeper's Help Center at <https://help.beekeeper.io> or <https://adminhelp.beekeeper.io>

3.2. Support covers core functionality of our Software. It does not include customization advice and consulting services. If the Issue is specific to the particular configuration of Customer, it is classified as consulting services and is not covered under this SLA. Consulting services may be purchased separately by contacting Us.

4. SOFTWARE AVAILABILITY

4.1. We will make commercially reasonable efforts to ensure the Software (excluding any Third Party Applications) is Available each calendar month 24 hours a day 7 days a week for at least 99.9% of the time. Availability is measured based on the monthly average of Availability, rounded down to the nearest minute ("**Availability Average**").

4.2. Availability Average for each calendar month is calculated as follows:

$$\text{Availability Average} = \frac{\text{Total number of hours of Availability possible per calendar month} - \text{Hours of Unavailable Time per calendar month}}{\text{Total number of hours of Availability possible per calendar month}} \times 100$$

4.3. To review current and historical Availability of Our Software, visit status.beekeeper.io.

4.4. Software Availability does not include any loss of Availability time resulting from or related to the following Issues (each such period of time, a "**Permitted Unavailability**"):

- a) Issues that result from Customer equipment, hardware, software, or other technology and/or third-party equipment, hardware, software, or other technology (excluding third-party equipment within Our direct control);
- b) Issues that arise from our suspension or termination of Customer's right to use the Software in accordance with the MSA;
- c) Non-material or non-critical performance issues, such lagging issues, effecting non-critical individual features for a non-material amount of time (link expansions, search, file uploads, etc.);

- d) Issues that are related to corrupted Customer content, Third Party Applications or third parties;
- e) Issues of congestion, caused by Customer exceeding the number of Authorized Users set out in Customer's Order Form(s), whereby high traffic levels result in service disruption;
- f) Customer inaccessibility; if, for any reason, Customer cannot be reached to correct an Availability Issue, then until Beekeeper can make contact with Customer to begin fixing the Availability Issue, such time will not be included when calculating Availability Average;
- g) Issues resulting from events outside of Beekeeper's reasonable control, including, but not limited to problems caused by (i) force majeure events, (ii) internet access, connectivity issues or related problems, (iii) Customer's failure to follow agreed procedures, the terms of the MSA or the applicable Order Form(s), (iv) unauthorized changes to the Software by Customer, (v) errors made by the Customer's system administrator, (vi) irreversible destruction of data directly caused by direct actions taken by Customer, (vii) a third party gaining access to the Software by means of Customer's Authorized Users' accounts or equipment, (viii) Customer's continued use of the Software after Beekeeper has advised Customer to modify such use, if Customer did not modify its use as advised or (ix) other acts or omissions of Customer, its Authorised Users or any other third party;
- h) Material breach by Customer of the terms of the MSA or Customer's Order Form(s).
- i) Planned Maintenance.

4.5. Any Permitted Unavailability will not be included in the calculation of Availability Average for the applicable month.

5. SOFTWARE ISSUE SEVERITY LEVELS, FIRST RESPONSE TIME AND RESOLUTION TIME

5.1. According to the table below Beekeeper will assign a priority level ("**Severity Level**") to each Issue. According to the Severity Level Beekeeper commits to the applicable First Response and Resolution Time.

SEVERITY LEVEL*	ISSUE DESCRIPTION	FIRST RESPONSE TIME	RESOLUTION TIME
Severity 1	a) The Software is Unavailable, OR b) Key component(s) of the core Software functionality is not working AND no workaround is available, AND c) It affects >80% of a Customer's Authorized Users.	3 Business Hours	6 Business Hours
Severity 2	a) Core functionality of the Software is not working, BUT workaround exists, AND b) It affects > 50% of a Customer's Authorized Users.	8 Business Hours	24 Business Hours
Severity 3	i. Non-core functionality of the Software is not working. The Issue does not directly impact a Customer's ability to use the Software OR ii. It affects < 50% of a Customer's Authorized Users.	12 Business Hours	15 Business Days
Severity 4	a) Customer is experiencing an Issue which is not level 1, 2 or 3 classified, OR b) Non-Beekeeper device specific problem, OR c) Sporadic occurrences.	18 Business Hours	40 Business Days

* This excludes iOS Beekeeper App Support which is covered separately below.

6. SERVICE CREDIT CLAIM

6.1. To make a Claim, Customer must submit a ticket via support@beekeeper.io within 30 days of the month in which the Unavailable Time occurred, and/or the Response Time and/or Resolution Time did not meet the applicable Severity Level.

6.2. The ticket must include:

- a) "SLA Claim" as the subject of the ticket;
- b) the applicable dates and times Service Credit is requested for; and
- c) any applicable information that documents the claimed Unavailable Time, Response Time or Resolution Time. If Service Credit is issued, it will be issued to Customer for future use only. No refunds will be provided. Service Credits can not be transferred to another Beekeeper customer or applied to any other account.

6.3. We will use all information reasonably available to validate a Claim and make a good faith judgment on whether a Service Credit applies.

7. SERVICE CREDIT CALCULATION

7.1. For any Unavailable Time experienced by Customer in a calendar month period, Beekeeper will provide a Service Credit. Service Credit will be calculated in accordance with the table below:

AVAILABILITY SERVICE LEVEL DEFAULT	SERVICE CREDIT: % of monthly fees
Availability Average that is less than 99.9%, but greater than or equal to 99.5%	2%
Availability Average that is less than 99.5%, but greater than or equal to 99.0%	5%
Availability Average that is less than 99.0%	10%

7.2. If the Support Service Level did not meet the First Response Time and / or Resolution Times in a calendar month, Beekeeper will provide a Service Credit. Service Credit will be calculated in accordance with the table below:

SUPPORT SERVICE LEVEL DEFAULT	SERVICE CREDIT % of monthly fees
85% to 90% of support tickets in the applicable month met the First Response and Resolution Time	2%
80% to 84% of support tickets in the applicable month met the First Response and Resolution Time	5%
Less than 80% of support tickets in the applicable month met the First Response and Resolution Time	10%

7.3. Each Service Credit is calculated as a percentage of monthly fees owed or paid by Customer for the applicable month in which the Unavailability Issues occurred.

8. TERMINATION FOR REPEATED UNAVAILABLE TIME; SOLE REMEDY

- 8.1. If Availability Average is less than 98.00% in any two (2) consecutive calendar months or three (3) times in any consecutive six (6) month calendar period (each a **“Triggering Event”**), Customer may terminate the MSA for cause within thirty (30) days from the last day of the month in which the Triggering Event occurred by providing thirty (30) days written notice of termination to Beekeeper in accordance with the Notice clause of the MSA. If Customer so requests in their notice of termination, Beekeeper shall provide Customer with up to thirty (30) days of continued Services from the date the notice of termination is received by Beekeeper (**“Transition Services”**). During the Transition Services period Customer may coordinate the transition of the Services to a new provider. All fees and credits called for under the MSA, Order Form(s), and SLA shall be in full force and effect during the Transition Services period.
- 8.2. Except for Customer’s termination rights in the MSA, any Service Credit provided under this SLA will constitute Beekeeper’s sole liability and Customer’s sole and exclusive remedy for any failure to achieve an Availability Average of 99.9%. No other or additional type of damages may be claimed, including breach of warranty. You may not unilaterally offset against any Fees. If there are no new invoices to be issued by Beekeeper to Customer, Beekeeper will pay out the Service Credit to Customer directly. Availability shall be based on monitoring by Beekeeper. Customer can access and review Beekeeper’s compliance with Availability and service levels via status.beekeeper.io.

9. EXCLUSIONS

- 9.1. This SLA only applies to Customer’s subscription to and use of the Software for a fee. It
- a) does not apply to any free Services, pilot or beta testing Services provided by Us.
 - b) excludes support for:
 - i. Issues related to iOS apps have different resolution times due to the internal AppStore processes managed by Apple Inc. and are outside of Beekeeper’s control.
 - ii. Issues or events described in Sections 5.4(a) – (h).

10. SOFTWARE IMPROVEMENTS

- 10.1. Beekeeper will make available to Customer new versions, releases, and updates to the Software to solve defects and/or errors, keep the Software up-to-date with market developments, or otherwise improve (the operation or functionality of) the Software (collectively, **“Upgrades”**). These Upgrades may include bug fixes or may patch vulnerabilities.
- 10.2. Beekeeper will only provide support under this SLA for the most recent version of the Software.

11. ENGLISH LANGUAGE

- 11.1. This SLA has been written in English, which is controlling in all respects. All versions of this SLA in any other language is for accommodation only and is not binding on the Parties.