

Exhibit A

# SearchStax Service Levels and Support

## <u>Service Levels</u>.

a) <u>Availability Service Level</u>.

## 1) <u>Definitions</u>.

- "<u>Service Availability Percentage</u>" means (((Maximum Available Time (Downtime -Allowable Downtime))/ Maximum Available Time)\*100).
- "<u>Maximum Available Time</u>" means hours in each calendar month less Allowable Downtime for such calendar month or, for each calendar month, ((number of days \* 24 hours) Allowable Downtime).
- "<u>Scheduled Downtime</u>" means, with respect to the Service, actual downtime in hours that
  - takes place during the Schedule Maintenance Windows or Emergency Maintenances with prior notice as set forth below and does not exceed 120 minutes per calendar month in total ("<u>Maximum Downtime</u>"). Any downtime exceeding Maximum Downtime or occurring outside the Scheduled Maintenance Window (as defined below) will not be considered Scheduled Downtime and will be included as downtime in the Service Level availability calculations. With respect to Scheduled Downtime (which, for the avoidance of doubt, only relates to SearchStax Service availability), SearchStax will use commercially reasonable efforts to notify Customer by email no less than five business days before any Scheduled Downtime event. SearchStax will use commercially reasonable efforts to notify Customer via email prior to and after the Scheduled Downtime is performed, or if Scheduled Downtime is postponed or cancelled.
- "Downtime" is calculated per SearchStax Solr deployment on a monthly basis and is the total number of minutes during the month that the entire SearchStax Solr deployment was unavailable. A minute is considered unavailable if all of your continuous attempts to establish a connection to the Apache Solr Service within the minute fail. Downtime does not include partial minutes of unavailability or Scheduled Downtime for maintenance and upgrades.
- "<u>Allowable Downtime</u>" means the sum of (a) Scheduled Downtime and (b) hours of Excluded Downtime applicable to the Service for the applicable calendar month.
- <u>"Excluded Downtime</u>" means any downtime caused by factors outside of SearchStax's reasonable control including any force majeure event, internet services availability outside of SearchStax's platform, any downtime resulting from outages of third party connections or utilities, cloud providers (AWS, Azure, GCP) and actions or inactions of the Customer. Downtime caused by unavailability of a Cloud Provider's data center or a particular region is treated as "Excluded Downtime" unless appropriate Disaster Recovery option is purchased for that particular SearchStax Solr deployment.



## 2) <u>Service Level Standard</u>.

In accordance with the terms of the Agreement, SearchStax agrees to comply with the minimum expected performance standards set forth in this service level agreement. SearchStax will meet the below service performance standards when providing services to Customer or other entity as designate under the Agreement.

Service Level Measures	Silver	Gold	Platinum	Platinum Plus
Service Availability Percentage	N/A	99.5%	99.9%	99.95%

<u>Technical Support Description</u>. SearchStax will provide to Customer email support ("<u>Technical Support</u>") based on the following coverage:

Description	Silver	Gold	Platinum and Platinum Plus
Support Coverage	Americas Monday-Friday 9:00am – 5:00pm PST	Americas Monday-Friday 8:00am ET - 8:00pm EST Europe Monday-Friday 8:00am CET - 6:00pm CET Australia and Asia Pacific Monday-Friday 8:00am AEST - 6:00pm AEST	24x7x365

Technical Support will include any research and resolution activity performed by SearchStax.

- a) <u>Request for Technical Support</u>. Users will make Technical Support requests by submitting a request via SearchStax's customer service web portal. The Technical Support staff will assign to the request the Problem Severity Level (as defined herein) indicated by the requestor.
- b) <u>Problem Classification</u>. The following Problem Classification Table definitions are used for classifying performance or availability issues. Severity 1 and Severity 2 Severity Level classification is only available for deployments with Gold, Platinum and Platinum Plus Support tier.

Severity Level	Criteria
Severity 1	Deployment is unavailable. Deployment endpoint (url) is not able to perform any
(Very High)	requests.
Severity 2	Deployment is degraded; Significant number of requests to the deployment are
(High)	failing (5xx errors).
Severity 3	Deployment is available and some requests are failing; You have questions related to
(Normal)	technical support, product, service, deployment, billing, etc.
Severity 4	Additional development or enhancement services which are not critical in nature.
(Low)	



c) <u>Response Expectation Table</u>. The following Response Expectation Table specifies the required response for problems based upon the Severity Level assigned by Customer. The table specifies the maximum amount of time permitted to complete each of the following steps.

Severity Level	Gold Response Time	Platinum Response Time	Platinum Plus Response Time	Resolution Time
Severity 1(Very High)	<= 4 hours	<=1 hour	<= 30 minutes	ASAP
Severity 2 (High)	8 hours	<= 4 hours	<= 4 hours	ASAP
Severity 3 (Normal)	24 hours	24 hours	24 hours	ASAP
Severity 4 (Low)	72 hours	72 hours	72 hours	As agreed to on a case by case basis*

\* The parties will jointly agree that some Severity Level 4 problems lack commercial justification on which to expend resources and, therefore, may never be resolved.

d) <u>Escalation Process</u>. All problems with a Severity Level of 1 or 2 will be escalated if a solution or plan of resolution cannot be achieved within the designated amount of time as described above. SearchStax management will be made aware of issues according to the following timeframes. As succeeding levels of SearchStax management become involved in the resolution process, Customer will provide contacts at proper levels within its organization to consult in resolving the problem. Upon execution of the Order Form, SearchStax will designate its support contacts and provide Customer with the name, and phone number of its support contacts for each support level. Escalations will occur in accordance with the following schedule:

## Severity Level 1 and 2 Problem Escalation.

Hours 0 to 4: SearchStax's management and engineering personnel are notified and actively working the event.
Hour 5: SearchStax's Director(s) are notified and involved in the problem resolution.
Hour 24: SearchStax's Vice-Presidents are notified and involved in the problem resolution.
Hour 48: SearchStax's executive management team including the CEO are notified and involved in the problem resolution.

## Severity Level 3 Problem Escalation.

Hours 0 to 72: SearchStax will work to resolve the problem and will attempt to provide a solution within 72 hours after problem identification. If problem identification has not occurred within the timeline outlined in the response expectation table, the problem will be assigned Severity Level 1 and SearchStax will follow the escalation procedures for Severity Level 1 problems. After 4 business days (provided that the problem is not due to the fault of Customer), if SearchStax has not established a plan to correct the problem within a 10-day period, SearchStax will escalate the problem in accordance with the Severity Level 1 escalation procedures described above.

## Support.

a) <u>Scheduled Maintenance</u>" means system/software maintenance that is scheduled, to fix non-critical errors and implement system/software changes. Scheduled Maintenance and infrastructure improvements are scheduled in advance. Affected Customers are provided a start time and stop time for the applicable maintenance window and are notified at least forty-eight hours prior to beginning of the maintenance window. SearchStax will proactively notify the Customer if maintenance will exceed a previously scheduled maintenance window or if maintenance needs to be postponed. Maintenance is scheduled during the timings below for the following service regions.



Deployment Region	Deployments under Silver & Gold Tier Support	Deployments under Platinum and Platinum Plus
Americas (USA, Canada, South America)	11:00pm EST – 7:00am EST	Saturday after 7:00pm through Sunday 7:00pm US EST
Europe	11:00pm CET – 7:00am CET	Saturday after 7:00pm through Sunday 7:00pm CET
Australia & Asia Pacific	11:00pm AEST – 7:00am AEST	Saturday after 7:00pm through Sunday 7:00pm AEST

Customer would have the right to request any maintenance work for deployments under Gold, Platinum or Platinum Plus plans be deferred by SearchStax in the case that such work would conflict with scheduled changes or deployments on Customer Application. Customer will not defer the same maintenance activity more than 3 times or for duration greater than 15 days.

b) <u>"Emergency Maintenance"</u> means where security upgrades or other urgent maintenance must be performed, SearchStax will undertake best efforts to notify Customer prior to beginning maintenance and to provide technical information as it is available. In these circumstances, maintenance windows will begin immediately and continue until the emergency maintenance is completed. Customers are notified after this maintenance is complete and provided any additional instructions regarding required Customer actions. SearchStax Support will be available to clarify any questions or follow-up actions that are the result of the unscheduled maintenance.

### Customer Obligations.

Customer is responsible for ensuring that its personnel that interact with SearchStax have sufficient English language and technical skills, and respond to and cooperate with SearchStax in a timely manner in connection to requests for Support Services. As a precondition for requesting Support Services from SearchStax, Customer agrees to (and to cause each of its developers to) use reasonable efforts to: (i) attempt to solve the problem and to utilize sufficient resources to clearly understand that a problem exists before consulting SearchStax; (ii) provide SearchStax with sufficient information and technical data in order for SearchStax to establish that a potential problem is not the kind of problem that is an exclusion from the Support Services; (iii) make reasonable attempts and expend reasonable resources to understand the instructions from SearchStax in addressing the problem, and make reasonable attempts to correct the problem as suggested by SearchStax. In addition, Customer agrees and acknowledges that the extent of access and the accuracy of information and technical data provided may affect SearchStax's ability to provide the Support Services.

### Version Support and Upgrades.

SearchStax Support Services as it relates to SearchStax-hosted Apache Solr is provided from the date the Version is initially made available within SearchStax. SearchStax makes available only Stable version within SearchStax Services. SearchStax-hosted Apache Solr's Version Policy is available here: https://www.searchstax.com/legal/version-policy/



### Support Service Exclusions.

SearchStax will have no obligation to provide Support Services to Customer in the event that (i) the problem is caused by Customer's negligence, misconduct, or misuse of Services, or other causes beyond the reasonable control of SearchStax, (ii) the problem is due to third party software, (iii) bug-fixes or feature enhancements to Apache Solr software or source code. The Support Services do not cover the support of any third-party software which integrates with SearchStax Services or Apache Solr. In addition, the Support Services do not include the following: (a) Customer's failure to comply with operating instructions contained in the documentation; (b) installation, configuration, management and operation of Customer's applications; (c) APIs, interfaces or data formats other than those included with Apache Solr or SearchStax's Services; or (d) any training

#### Service Credits.

Service Credits are calculated as a percentage of the total charges paid by you for the deployment(s) under support plans that were affected for the monthly billing cycle in which Unavailability occurred in accordance with the schedule below. Credits consist of hard dollars. SearchStax's software provides a report the actual uptime for the Services in the previous month. Additionally, such report includes the calculation for how such time (uptime and downtime) was calculated. Such report will also include the calculation for determining the actual Service uptime.

To receive a Service Credit, you must submit a claim by opening a case in SearchStax Support Center (http://support.searchstax.com). To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- 1. the words "SLA Credit Request" in the subject line;
- 2. the dates and times of each Unavailability incident that you are claiming;
- 3. the affected Deployment name(s)

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Level Standard, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above may disqualify you from receiving a Service Credit.

	Service uptime / Failure to r		
Gold	Platinum	Platinum Plus	Service Credit
<99.5%	<99.9%	<99.95%	10% of the month's fees in which the failure occurred
<99.0% / Severity Level 3 or 4 resolution time failure	,	<99.5% / Severity Level 3 or 4 resolution time failure	20% of the month's fees in which the failure occurred
<98.0% / Severity Level 1 or 2 resolution time failure		<99.0% / Severity Level 1 or 2 response time failure	30% of the month's fees in which the failure occurred

The service credit will be calculated in accordance with the table below:



SearchStax support and maintenance obligations under the Agreement, including this Exhibit B, are dependent on Customer running and maintaining the latest minor version of Apache Solr. This ensures the software version that is utilized is free from any known vulnerabilities. E.g. If Customer is running 6.1 version and a vulnerability is discovered in version 6.1 and a fix is made available in 6.1.1, Customer will work with SearchStax to ensure the version is upgraded for SearchStax to provide service obligations under the Agreement.