



*SERVICE LEVEL AGREEMENT*  
*JANUARY 6, 2020*

**1. DEFINITIONS.**

All terms not otherwise defined in this Service Level Agreement shall have the same meaning ascribed to such term in the Agreement.

**“Error”** means a Priority 1 Error, Priority 2 Error, or Priority 3 Error.

**“First Line Support”** means support services to be provided by the Customer to End Users.

**“Second Line Support”** is the technical support and maintenance that Esper will be providing as set forth in this Attachment E.

**“Priority 1 Error”** means a catastrophic Error that causes: (a) an important component of the Esper Solution to be unusable; (b) a system or product malfunction of the Esper Solution that has frequent or major impact on End Users; or (c) frequent failure of the Esper Solution which results in data loss or corruption.

**“Priority 2 Error”** means an Error that causes: (a) a failure to an important feature in the Esper Solution resulting in significant inconvenience to End Users; (b) a system or product malfunction of the Esper Solution that has an infrequent or minor impact on End Users; or (c) a major feature of the Esper Solution to perform materially differently from the description of that feature in the technical documentation.

**“Priority 3 Error”** means an Error that: (a) has minimal current impact on End Users; and (b) causes a malfunction of a non-essential feature of the Esper Solution.

**“Permanent Fix”** means a permanent fix to the Error that allows the Esper Solution to function in accordance with the Documentation.

**“Workaround”** means a temporary solution to an Error that allows the Esper Solution to function in accordance with the Documentation.

**2. FIRST AND SECOND LINE SUPPORT.**

a. **Customer.** Customer will provide First Line Support.

- b. **Esper.** Esper will provide Second Line Support services as set forth in this Attachment E consisting of the following: (a) assistance related to questions on the installation and operational use of the Esper Solution, and questions related to the integration of the Esper Solution with the Customer's systems; (b) assistance in identifying and verifying the causes of suspected errors in the Esper Solution; and (c) providing workarounds for identified Esper Solution errors or malfunctions as described below, provided that Customer will ensure that only employees properly trained in the operation and usage of the Esper Solution will utilize the support. Upon request, Customer will allow the use of on-line diagnostics of the Esper Solution during error diagnosis.

**3. SOLUTION SUPPORT CONTACTS.**

- a. Customer shall designate technical personnel to interact with Esper for support purposes. Customer will ensure that such technical personnel will be trained in use of the Esper Solution, provided Esper provides such training upon request by Customer, as outlined within the Statement of Work.
- b. Esper technical personnel shall train Customer technical personnel on processes for contacting Esper technical support.

**4. RESPONSE TIMES; WORKAROUNDS; PERMANENT CORRECTIONS.**

- a. Upon failure to resolve technical issues after the reasonable effort by Customer, Customer shall notify Esper of such Error. Customer shall specify whether an Error is a Priority 1, 2 or 3 Error as part of the initial Error report submission. Esper reserves the right to review assigned priority level after discussion and review with Customer; however, Esper shall have the sole discretion, to be reasonably exercised in respect of the final determination as to the level the Error shall be assigned. Customer shall make reasonable efforts to provide Esper with sufficient information to reproduce the Error as required by the Esper.
- b. Upon receiving notice of an Error, Esper shall acknowledge to Customer receipt of such notice by identifying the Error with a unique tracking number. Esper will respond to Customer's request for support and will use reasonable commercial efforts to provide Workarounds and Permanent Fixes within the time periods specified below. The hours of coverage are set forth below.

<b><u>COVERAGE</u></b>	Esper's business hours / days: 9:00 A.M. – 5:00 P.M., Monday through Friday, Central Daylight Time USA.
Web Error submission	24x7 - support tickets can be logged via <a href="mailto:support@esper.com">support@esper.com</a>
<b><u>RESPONSE TIMES</u></b>	

Priority 1 Error	4 business hours during Esper's business hours
Priority 2 Error	6 business hours during Esper's business hours
Priority 3 Error	1 business day
<u>Workaround</u>	
Priority 1 Error	2 business days
Priority 2 Error	3 business days
Priority 3 Error	5 business days
<u>PERMANENT CORRECTIONS</u>	
Priority 1 Error	6 weeks
Priority 2 Error	10 weeks
Priority 3 Error	12 weeks

**5. LIMITATIONS ON SUPPORT.**

Esper shall not be responsible for Errors that are not reproducible or caused by: (i) failure to implement the Updates and Upgrades issued under this Agreement that would have avoided the Error; (ii) changes to the operating system or environment which adversely affect the Esper Solution; (iii) any alterations of or additions to the Esper Solution made by parties other than Esper; (iv) use of the Esper Solution in a manner for which it was not designed; (v) accident, negligence, or misuse of the Esper Solution; or (vi) use of the Esper Solution other than in accordance with the reasonable instructions of Esper or this Agreement.

**6. MAINTENANCE; UPDATES AND UPGRADES.**

Esper will use commercially reasonable efforts to provide to Customer all Updates and Upgrades to the Esper Solution developed by Esper during the term of this Agreement within thirty (30) days from the date that Esper first makes such Updates and Upgrades generally available to its Customers.

**7. TRAINING AND CONSULTING SERVICES.**

a. **Technical Support Training.** As outlined in the Statement of Work Esper will provide training sessions, covered by a one-time professional services fee, to

Customer's administrative personnel at Customer's offices, or via the Internet, on a mutually agreed date with the content of such training as mutually agreed by the parties.

- b. **Other Training and Consulting Services.** Additional training and/or consulting services requested by the Customer will be provided by Esper at an hourly rate of \$200 (two hundred USD). Such training and/or consulting services, if any, shall be authorized pursuant to written work orders as agreed to and executed by Customer and Esper. Such work orders shall be incorporated into and made a part of this Agreement and governed by the terms and conditions herein.
- 8. **TERM.** Support and other services as described will be provided by Esper pursuant to the terms of this Agreement.