

## VISIER SERVICES TIER 2 SUPPORT POLICY

*Last updated: August 27, 2021*

This document sets forth the Visier Services Tier 2 Support Policy ("Support Policy") referenced in the VSA entered into by and between Visier and Customer. This Support Policy is governed by the Agreement and all provisions of the Agreement apply to this Support Policy. If there is any conflict between this Support Policy and the Agreement, the Agreement will prevail with respect to matters within its scope. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agreement. For purposes of this Support Policy, the terms "We/we", "Us/us", and "Our/our" shall refer to Visier, and the terms "You/you" and "Your/your" shall refer to Customer.

### 1. Service Level Agreement.

a. Outages. "Outage" means (i) that our monitoring software has determined that the Services are unavailable or that the Services contain an error that cannot be reasonably circumvented and that so substantially impairs the performance or capabilities of the Services as to effectively render the Services unusable, or (ii) you have notified us that the Services are unavailable or unusable and Visier has promptly confirmed same following receipt of such notice. Outages specifically exclude the following circumstances:

- i. during standard maintenance windows, which occur each week for up to nine (9) contiguous hours between 7:00 pm Friday and 7:00pm Saturday, Pacific Standard/Daylight Time;
- ii. during planned, but non-standard, scheduled maintenance windows, for which we will provide at least forty-eight (48) hours advance notice by e-mail, or by making such notices conspicuously visible to Customer's Administrators upon log-in to the Services, and use commercially reasonable efforts to minimize the impact on availability;
- iii. to address an emergency issue (e.g. critical security update) for which we will provide notice no later than forty-eight (48) hours after the occurrence by making such notices conspicuously visible to Customer's Administrators upon log-in to the Services or by posting such notice to our website at [status.visier.com](http://status.visier.com), and use commercially reasonable efforts to minimize the impact on availability;
- iv. issues caused by your acts or omissions or those of your Participants;
- v. failures of the Internet backbone itself and/or the network by which you connect to the Internet backbone;
- vi. unavailability of non-production systems, including, but not limited to, pilot, preview, sample, and sandbox;
- vii. circumstances beyond our reasonable control that could not be avoided by the exercise of due care, including, without limitation, act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, labor strike (unless involving our employees), Internet service provider failures or delays, or denial of service attacks;
- viii. transmission failures with respect to secure file transfer protocols (SFTP) not resulting from a failure of Visier's systems or servers;
- ix. vendor related API errors or incorrect Customer configurations that prevent Visier from making timely calls to your Source Systems.

### b. Downtime

"Downtime" means the total minutes in a calendar month during which the Services are experiencing an Outage. Current server status and information about past incidents are available at <http://status.visier.com>. Visier's records and data will be the basis for all Downtime calculations and Outage determinations.

### c. Service Credits

In the event of Downtime during a calendar month, you may apply to receive service credits as determined by the table below not later than the last day of the month following the month in which the Downtime occurred, to a maximum of sixty (60) days' credit in any twelve (12) month period.

Service credits will be applied, (a) if you renew your Services, as credit towards the term of such renewal, or (b) if you do not renew your Services, as an extension of your then-current term, as follows:

| Hours Down per Month | Approximate Percentage | Credit         |
|----------------------|------------------------|----------------|
| 0 – 4 hours          | 100 – 99.5%            | No Credit      |
| >4 – 7 hours         | 99.5% - 99%            | One (1) day    |
| >7 – 14 hours        | 99% - 98%              | Three (3) days |
| >14 – 24 hours       | 98% - 96.5%            | Five (5) days  |
| >24 hours            | < 96.5%                | Ten (10) days  |

d. Termination.

You may terminate the affected Order upon thirty (30) days' prior written notice to us if the Services' availability is less than ninety percent (90%) per month for two of three consecutive months immediately preceding the month in which you deliver such notice. In the event you terminate your Services pursuant to this Section, you will receive a pro-rata refund of the pre-paid fees for the terminated Services corresponding to the terminated portion of the term of the affected Order.

2. Data Onboarding and Data Loads.

a. Data Onboarding.

- i. "Data Onboarding" means the collaborative process to define, source, transform, load, cleanse, configure, and publish to the Services the Customer Data for one or more data topics.
- ii. Data Onboarding is a highly collaborative process. We will provide a project management resource who will develop a project timeline that takes into account the type, complexity and cleanliness of your data, the sophistication of your technical resources, your project goals, and the availability of dependent resources.

b. Data Sources and Formats.

- i. You must submit all Customer Data pursuant to the Customer Data Submission Requirements, described in the Safeguards Policy.
- ii. The specific format of data submissions will be mutually agreed as part of the Data Onboarding process.
- iii. All data submitted should comply with the formatting and content requirements agreed upon as part of the Data Onboarding process.

c. Recurring Data Loads.

- i. "Recurring Data Loads" means the ongoing process to load data for data topics following the completion of your initial data loads.
- ii. You acknowledge that it is your responsibility to provide the source data to us in a timely manner to support the agreed frequency of Recurring Data Loads. Provided that your data is received by Visier free of errors and omissions, Visier will make commercially reasonable efforts to load it according to the following schedule: (1) Data provided on a daily frequency will be loaded into our system within 1 business day of receipt; (2) Data provided on a weekly or bi-weekly basis will be loaded into our system within 3 business days of receipt; and (3) Data provided on a monthly basis will be loaded into our system within 5 business days of receipt.
- iii. Promotion and release of data refreshed by a Recurring Data Load is controlled by you. Any inability to access Services that results from publishing a new version of data will not be considered an

Outage including, without limitation, your inability to access Services because of your load of incomplete, inaccurate, or otherwise incompatible data (i.e. your errors or omissions). At your request, Visier will use commercially reasonable efforts to assist you to revert to a previously published version of your data.

- iv. Customer Data files containing errors or omissions may only be corrected by re-submitting the files in accordance with the agreed formatting for data sources.
- v. Visier representatives assigned in support of Recurring Data loads are available to respond to your data-related requests during our normal operating hours, which are between 8:00 a.m. and 6:00 p.m. Pacific Standard/Daylight Time, Monday through Friday, excluding United States and Canadian holidays ("Business Hours"). Scheduled meetings outside these Business Hours may be accommodated by prior arrangement with your data support team.
- d. Data Support Team. Visier representatives assigned for Data Onboarding and in support of Recurring Data loads are available to respond to your data-related requests during our normal operating hours, which are between 8:00 a.m. and 5:00 p.m. Pacific Standard/Daylight Time, Monday through Friday, excluding United States and Canadian holidays ("Business Hours"). Scheduled meetings outside these Business Hours may be accommodated by prior arrangement with your data support team.

### 3. Support Requests.

- a. Participant support requests. Customer will be responsible for fielding and responding to all Participant support requests. Visier will only accept support requests reported by Customer. Should a Participant contact Visier for any assistance with their implementation they will be asked to contact Customer's support.
- b. Issue Logging. Customer may log support issues 24 hours a day, 7 days a week, 365 days a year, by creating a new case in the Support section of the Visier Community website.
- c. Support Representative. Your support representative is available to respond to requests and log issues during Business Hours.
- d. Issue Classification. We will classify and use commercially reasonable efforts to respond to each reported support issue according to the following table:

| <i>Priority Level</i> | <i>Description</i>                                                                                                                                                                                                                                                                                    | <i>First Response Time</i>                                           |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| 1 – Critical          | The Services suffer an error or issue in a production down situation that cannot be reasonably circumvented and renders the Services, or components of the Services that are critical to the Customer's business, effectively unusable.                                                               | Within 2 hours of issue reporting, 24 hours per day, 7 days per week |
| 2 – High              | The Services suffer an error or issue in production that cannot be reasonably circumvented and substantially impairs the use of one or more portions or features of the Services required by Customer to perform necessary business functions, but does not render the Services effectively unusable. | Within 4 Business Hours                                              |
| 3 – Moderate          | The Services suffer a low impact error or issue that impairs the use of certain features and can be reasonably circumvented.                                                                                                                                                                          | Within 1 business day                                                |
| 4 - Low               | The Services suffer a minor or cosmetic issue that does not materially impair use.                                                                                                                                                                                                                    | Within 3 business days                                               |

e. Issue Resolution.

- i. *Severity 1 (Critical) Issues.* We will respond to and work continuously to resolve an Outage or other Severity 1 issue on a 7x24x365 basis. Our business continuity and disaster recovery program is more fully described in the Safeguards Policy.
- ii. *Severity 2 (High) Issues.* We will respond to and work continuously during Business Hours to diagnose the root cause of a Severity 2 issue, and to make commercially reasonable efforts to resolve the issue promptly. If a Severity 2 issue can be safely fixed through software configuration, it can often be resolved within 1-5 business days. If a Severity 2 issue can be safely fixed with a software patch, it can often be resolved in the next scheduled hot-fix, which occur approximately every 4-6 weeks. In some circumstances, a Severity 2 issue will require a software change that cannot be safely deployed outside a regular release cycle, in which case, it would be resolved in the next scheduled release.
- iii. *Severity 3 (Moderate) and Severity 4 (Low) Issues.* We prioritize these issues according to severity, impact, and number of customers affected.

4. API Support

Visier may permit you to connect your Source System to the Services via an API mechanism that you configure. Customer acknowledges that Source Systems and their API mechanisms are provided and maintained by third parties. Accordingly, Visier is not responsible for and disclaims any liability for the reliability or performance of the APIs and your Source Systems. In the event that a Source System vendor modifies its API in a manner that affects your ability to provide Visier data from the Source System, then Visier will make commercially reasonable efforts to implement modifications to the Services to allow you to resume use of that API in a timely manner. Visier makes no guarantees, however, that use of such API can be resumed or when it will be available. In the event that a Source System vendor removes, disables, or deprecates an API, Customer acknowledges that it will no longer have the capability to load data from such Source System into the SaaS Services through the API mechanism, which may reduce or eliminate your ability to access or view certain Application Content.

5. Services Improvements. We may modify the Services from time to time in our sole discretion in order to improve the customer experience, including, without limitation, adding new functionality, correcting errors, or improving performance.
6. Policy Updates. Visier may update this Support Policy from time to time in its sole discretion by posting the updated Support Policy to Visier's website at [www.visier.com/OEM/support-policy](http://www.visier.com/OEM/support-policy). Updates to this Support Policy posted during the term of an Order will not serve to modify the version of this Support Policy applicable to you during the remainder of such term. Upon renewal, the version of this Support Policy current as of the renewal date will become effective with respect to the Services.

**End Visier Services Tier 2 Support Policy**