

SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement (the “**SLA**”) defines the service levels applicable to the Services provided by Fencecore to Customer. All capitalized terms in this SLA shall have the same meaning attributed to them in Fencecore’s Master Services Agreement (the “**Agreement**”), unless otherwise specified in this SLA. This SLA is hereby incorporated and forms an essential part of the Agreement.

1. GENERAL

FenceCore will use commercially reasonable efforts to provide the following Professional Services:

- **“Technical Support”**: Remote and on-site technical support during Regular Business Hours (as defined below) and remote support outside this period; and
- **“Service Management”**: Client activation, change control, problem management, and escalation procedures.

“**Regular Business Hours**” are Monday to Friday from 8:30 am to 5:30 pm EST. Regular Business Hours exclude weekends and any statutory holidays, as listed below.

If Customer requires Fencecore to provide Services as detailed in this SLA on weekends, after-Regular Business Hours, or a statutory holiday, Fencecore must be given 2 business days’ notice.

Holiday	Date
New Year's Day	January 1
Easter Friday	Varies each year
Easter Monday	Varies each year
Victoria Day	First Monday after May 25
Saint Jean Baptiste	June 24
Canada Day	July 1
Labour Day	First Monday in September
Thanksgiving Day	Second Monday in October
Christmas Eve	December 24
Christmas Day	December 25

2. SERVICE LEVELS

2.1. **Service Level Measures.** Fencecore will use commercially reasonable efforts to meet the following:

Measurement	Definition	SLA Target
Service Availability for Hosting Services	The periods of time that the Hosting Services are available for use by the Customer, excluding Excusable Down-Time (defined below).	Available in all material respects 99.99% average over a month (calculated on a 24 x 365 basis), other than Excusable Down-Time and other than any period of downtime that lasts 5 continuous minutes or less.
Service Availability for Professional Services	The periods of time that the Professional Services are available for use by the Customer, excluding Excusable Down-Time.	As detailed in Section 1. SLA targets for any Professional Services for on-premise hardware infrastructure will be based on the manufacturer's warranty coverage.
Restoration of Services	In the event of a major disaster, such as flooding or an earthquake or as otherwise deemed necessary by Fencecore.	Per the terms of the Disaster Recovery plan subscribed for by Customer, as set out in the Quote.

For greater certainty, any service suspension in accordance with the Agreement shall not be taken into account in calculating SLA targets.

2.2. **Excusable Down-Time**

The availability of the Hosting or Professional Services and FenceCore's obligations with respect to the other service level measures set forth herein may be subject to limitations, delays, and other problems inherent to the general use of the internet and other public networks or caused by Customer, Users or third parties. Fencecore is not responsible for any delays or other damage resulting from problems outside of FenceCore's control. Without limiting the foregoing, the following are exceptions to Fencecore obligations under this SLA (collectively, "**Excusable Down-Time**"):

- outage caused by a planned maintenance. Fencecore shall use its best efforts to notify Customer at least 48 hours in advance of the planned activity;
- outage caused by a Force Majeure event;
- events resulting from an interruption or shut down of Services due to circumstances reasonably believed by Fencecore to be a significant threat to the normal operation of Services or access to or integrity of data (e.g., a hacker or a virus attack);
- a failure or malfunction resulting from scripts, data, applications, equipment, or services provided and/or performed by Customer;

- outages initiated by Fencecore or its third-party suppliers at the request or direction of Customer for maintenance, back up, or other purposes;
- outages occurring as a result of any actions or omissions taken by Fencecore or its third-party suppliers at the request or direction of Customer;
- outages resulting from Customer's equipment and/or third-party equipment not within the sole control of Fencecore;
- outages due to system administration, commands or file transfers performed by Customer representatives;
- other activities Customer directs, denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, or other events caused by circumstances beyond FenceCore's reasonable control;
- Customer's negligence or breach of its material obligations under this SLA, the Agreement, or any other agreement between Customer and Fencecore; and
- lack of availability or untimely response time of Customer to respond to incidents that require its participation for source identification and/or resolution.

2.3. Priority Levels

If (i) the Hosting or Professional Services are not accessible as specified in Section 2.1; or (ii) Customer is otherwise in need of Technical Support or Service Management (each, an "**Issue**"), Fencecore will use reasonable efforts to correct the Issue with a level of effort commensurate with the severity of the Issue. Fencecore and Customer will comply with the following resolution procedures for all Issues reported by Customer:

Notice of Issue. If Customer encounters an Issue, Customer must sufficiently define the Issue in a written notice to Fencecore. After receipt of written notice of an Issue from Customer, Fencecore will notify Customer if Fencecore cannot identify the cause of the Issue. If Fencecore cannot identify the cause of the Issue, Customer will provide additional information regarding the Issue as Fencecore may request in order to assist Fencecore with identifying the cause of the Issue. Customer will provide a separate written notice for each Issue encountered by Customer. All notices pursuant to this SLA may be provided via email.

Issue Classification. In its notice of an Issue, Customer will reasonably classify for Fencecore the initial priority of the Issue. Customer will use the nature of the Issue and Customer's business situation to initially classify each Issue. Customer will classify each Issue in accordance with the severity classification table below. To the extent that Fencecore disagrees with any Issue classification provided by Customer, Fencecore will promptly advise Customer of the revised classification of any Issue.

Response Time. Fencecore will use reasonable efforts to respond to each of Customer's written notices of an Issue within the period set forth in the severity classification table below. Response time is the elapsed time between Customer's first report of an identified Issue and the provision of a plan for resolution by a Fencecore technical contact.

“Priority Level” is determined based on the chart below:

	Whole company is affected	Departments or large group of Users are affected	One User or a small group of Users is affected
Major business processes are stopped	Priority 1	Priority 2	Priority 3
Business is degraded, but there is a reasonable workaround	Priority 2	Priority 3	Priority 4
More of an irritation than a stoppage	Priority 3	Priority 4	Priority 5

Response time will be based on Priority Level:

Priority Level	Initial Target Response SLA	Target Resolution Time SLA
1 - 2	1 hour	Worked on continuously until a solution is found, however targeting an 8-hour resolution time or until a viable workaround can be applied
3 - 4	4 hours	3 Business Days
5	24-hours during regular business hours.	5 days or mutually agreed to time

Expedited Response Time. To the extent that Customer may seek Fencecore to respond to any written notice of an Issue within a time period other than as set forth in the table above, Customer may request such response and Fencecore may elect to provide such additional Services to Customer on terms and conditions as the Parties may agree upon in a separate Quote (which may include, without limitation, additional costs and expenses payable by Customer to Fencecore in connection with any such expedited Services). Notwithstanding the foregoing, Fencecore will have no obligation to enter into any such separate Quote with respect to any such additional Services.

2.4. Hosting Services Downtime/Maintenance

Fencecore periodically adds, repairs, and upgrades the data center network, hardware and the Hosting Services and shall use commercially reasonable efforts to accomplish this without affecting the Customer's access to the Hosting Services; however, repairs of an emergency or critical nature may result in the Hosting Services not being available for Customer's usage during the course of such repairs. Fencecore reserves the right to take down the server(s) at the data center in order to conduct routine maintenance to both software and hardware according to the following protocols.

Item	Description	Commitment
Standard Maintenance Window	As communicated to Customer by Fencecore, not to exceed 20 hours per month.	N/A
Scheduled Maintenance	Routine, scheduled maintenance will be performed inside the standard maintenance window.	A message will be displayed on the main site stating Fencecore will be down.
Non-Scheduled/Emergency Maintenance	May be performed outside the maintenance window.	Customer will be notified via email stating that the Hosting Services will be down.

2.5. Customer Obligations

Trained Contacts. Customer will appoint up to 3 individuals within Customer's organization to serve as primary contacts between Customer and Fencecore. Customer must initiate all requests through these contacts.

Reasonable Assistance. Customer will provide Fencecore with reasonable access to all necessary personnel to answer questions regarding issues reported by Customer.

Good Standing. The provision of Services by Fencecore during the term of this SLA is contingent upon Customer's performance of its payment and other obligations under the Agreement. Fencecore reserves the right, in addition to other available remedies, to suspend its provision of any Service for so long as Customer is not current with its obligations.