Overview

This Service Level Agreement (“SLA”) details customer service and support to be performed on a tenant’s (“Client”) Drakewell instance or as-needed technical training and support for Client by Drakewell, collectively known as the (“Parties”) after implementation is complete.

Implementation is defined as the setup, configuration, and training of Client’s Drakewell instance. Implementation is complete when monthly SaaS subscription commences. Some level of support will be provided by personnel employed by the Client (“super users”) who have been fully trained and supported by Drakewell during implementation.

Except as expressly provided herein, the Service provided under this SLA is subject to the terms and conditions of the Software as a Service Agreement (“SaaS”) executed between the Parties.

This SLA shall become binding and effective for the term of the SLA only upon lawful execution by the Parties.

SLA Scope

Drakewell is a platform on which the Client will use daily for personnel management, asset and inventory tracking, and field level operations. From time to time questions (training), configuration requests, or, in rare cases, bugs or technical issues preventing the use of Drakewell in the Client’s business may arise.

A. Products supported by this SLA
Related functionality, software, data structures, and meta data making up the following:
- Drakewell User Interface
- Client’s Drakewell instance and configuration

B. Products not supported by Drakewell include but are not limited to
- Hardware of any kind (mobile devices, laptop computers, etc.)
- Browser functionality
- Internet connectivity

C. Service
The actual performance of the following Service will constitute individual Deliverables for purpose of this SLA. There are four types of service related to the use of Drakewell:

1. Level 1
The lowest level of support to be provided by Client super users. These issues include but are not limited to basic login or username issues, any general questions that are answered in online resources made available by Drakewell (including but not limited to YouTube channel, User Guides, etc.). Response time for these items is
as-needed and handled within Client’s organization. Drakewell is online and fully functional for Level 1 items.

2. Level 2
Level 2 items are typically Level 1 items elevated by a super-user who cannot provide a resolution. They could be, but are not limited to, questions that cannot be answered by a super-user, a user receiving an error message, and questions not covered in online resources. Level 2 items will be responded to within 24 hours. The timeframe for a resolution will be on a case by case basis. Drakewell is fully functional or lack of functionality is local to a particular user.

3. Level 3
Level 3 issues include but are not limited to major errors across multiple users, Drakewell is not functional, or potential bugs that prevent Drakewell from operating as intended. These items will be responded to by Drakewell within 12 hours. A resolution will be deployed as soon as a root cause can be determined and a solution.

4. Ad Hoc Consultation
This service is focused on responding when users have questions regarding specific Product functionality.

5. Configuration Changes
Changes to a Client’s configuration must be clarified, vetted, and slotted for deployment. These will be acknowledged within 5 business days. Drakewell will communicate when the change will be deployed to Client’s instance on a case by case basis.

C. Response (acknowledging receipt and identifying next steps):
Drakewell, LLC leverages ticketing tools to track and respond to any support requests. The requests are documented in the system and the entire Drakewell team is notified of an incoming support ticket.

D. Service Engagement:
To engage Drakewell to perform service, the Client will call Drakewell’s support phone number (855) 373-1088 and/or send an email to support@drakewell.us. Requests submitted otherwise will not be subject to the response SLA.

E. Dedicated Team:
Drakewell, LLC will provide a dedicated team of people experienced with the platform to perform the Service described in this SLA.

F. Prioritization and Escalation:
The Client will be responsible for:
   • Initiating engagement on an issue
     • email for Level 2 and Level 3 issues
     • email or phone call for Level 3 issues

G. Elevated Risk Periods
The Client will, to the extent possible, provide notice to Drakewell, LLC 10 business days ahead of large configuration request scopes scheduled to deploy within the “Extended after hours and holidays” window.

H. Out of Scope
   The following items are out of scope for this engagement:
   1. Developing and/or conducting formal training.
   2. Developing Client-specific in-depth Product documentation.
   3. Major feature development.

I. Location of Service
   Development and support will occur at Drakewell’s place of business via email, phone, or web conferencing (where necessary).

Scheduled Downtime
   On occasion, it is required to perform scheduled deployments and/or maintenance on Client’s Drakewell instance. In these situations, downtime will be scheduled prior and be approved by Client before any downtime is incurred.

   Scheduled downtimes will be restricted to no more than two (2) occurrences per month and for a maximum of 25 minutes per occurrence.

Unscheduled Downtime
   While Drakewell and all of the associated infrastructure is designed to be extremely robust and redundant, unscheduled down time is a possibility.

   A. What we do to prevent unscheduled downtime
      1. Drakewell is hosted in world class virtual infrastructure using Amazon’s AWS Cloud. This leverages the billions of dollars and world’s best infrastructure engineers to reduce the risk of hardware related downtime.
      2. Drakewell is deployed and managed using software industry best practices Continuous Delivery methodologies to prevent mistakes and inconsistency in software infrastructure.
      3. We use a thorough layer of consistency run automated testing to ensure software quality and stability throughout the development life cycle and during deployments.
      4. We use best of breed infrastructure monitoring tools and thorough software instrumentation to watch system health and prevent issues before they happen.
      5. Drakewell has a team of experts in infrastructure deployment and durability who are regularly evaluating ways to further prevent the chance of downtime.
6. We thoroughly evaluate any unscheduled downtime occurrences and adapt our infrastructure and practices to prevent future occurrences of that mode of failure.

B. What we do to reduce the duration of unscheduled downtime
   1. The Drakewell team can deploy a new instance of a client system in minutes if unscheduled downtime were to occur.
   2. Data from Drakewell is backed up to horizontally redundant cloud storage many times a day to reduce the chance of data loss and providing a path for emergency restorations.
   3. The entire infrastructure of Drakewell is replicated on a regular basis and can be rapidly restored.
   4. Drakewell has a team of experts in infrastructure deployment and durability who are regularly evaluating ways to reduce or prevent unscheduled downtime.
   5. We use best of breed infrastructure monitoring tools and thorough software instrumentation to watch system health and react to issues quickly.

C. Service Level Commitments and Credits

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<thead>
<tr>
<th>Monthly Uptime Percentage</th>
<th>Unscheduled Downtime</th>
<th>Service Credit Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 99.5%</td>
<td>.5%</td>
<td>5%</td>
</tr>
<tr>
<td>Less than 99%</td>
<td>1%</td>
<td>15%</td>
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