

Exhibit A

(SUPPORT AND SERVICE LEVEL AGREEMENT)

This is Exhibit A to Auditoria.AI's Master Subscription Agreement (or our other applicable, mutually agreed master agreement(s), if applicable) (the "Agreement"). Capitalized terms not defined herein have the meaning indicated in the Agreement and its associated Order Form.

I. SUPPORT CONTACTS, AUDITORIA.AI COMMUNITY & CUSTOMIZATIONS:

- A. Customer will appoint up to **five (5)** designated support contact persons knowledgeable regarding the Service for purposes of contacting Auditoria.AI's support team about technical support issues with the Service, including reporting such issues via Auditoria.AI's designated support portal / channel.
- B. Customer must opt-into Auditoria.AI's online web site (i) to receive certain important information about updates and other changes to the Service, and (ii) to take other required action relating to support and use of the Service. Auditoria.AI will provide reasonable notice of any updates to its subprocessors through its Normal Communication Channels.
- C. The commitments under this exhibit do not apply to customizations, enhancements or other non-standard modifications to the Service requested or made by Customer.

II. SUPPORT FOR AUDITORIA.AI NON-PRODUCTION TENANTS:

- A. RESPONSE TIMES: For all support issues relating to Auditoria.AI Non-Production Tenants, Auditoria.AI will make reasonable efforts to respond promptly (via Auditoria.AI's Normal Support Channels, defined below) to all tickets submitted through Auditoria.AI's designated support portal / channel, in any event **within five (5) Business Days** after receipt.

"**Business Day**" means Monday through Friday, based on the time zone of Customer's primary place of business.

"**Auditoria.AI's Normal Support Channels**" means Auditoria.AI's online support portal, Auditoria.AI's online web site, the "Trust" support status page, and emails sent to the contact duly designated by Customer.

- B. SERVICE LEVELS & SERVICE CREDITS: No Service Level or Service Credit commitments apply to Non-Production Tenants.

III. SUPPORT FOR PRODUCTION TENANTS:

Auditoria.AI will provide the following technical support for all Production Tenants:

- A. RESPONSE TIMES: For all support issues relating to Auditoria.AI Production Tenants, Auditoria.AI will respond in accordance with the following:

Table 1 – Premier Success Package - Severity Level and Response Commitment

ISSUE SEVERITY LEVEL**	RESPONSE COMMITMENT***
0	Thirty (30) minutes (seven days per week)
1	One (1) Hours (seven days per week)
2	Twelve (12) Hours (seven days per week)
3	Two (2) Business Days

Premier Success Package support services include 24x7x365 coverage via the Auditoria Support Portal, Email, or Phone Call to designated Customer Success Manager

For Customers who are on Auditoria AI's Standard Success Package:

Table 2 – Standard Success Package - Severity Level and Response Commitment

ISSUE SEVERITY LEVEL**	RESPONSE COMMITMENT***
0	Two (2) Hours (five days per week)
1	Four (4) Hours (five days per week)
2	Twenty-Four (24) Hours (five days per week)
3	Five (5) Business Days

Standard Success Package support services include 7am – 5pm PT (Monday – Friday) coverage via the Auditoria Support Portal or Support Email.

**** “The Issue Severity Levels”** are defined in [Section III-A-1](#) below.

***** “Response Commitment”** is the maximum time within which Auditoria.AI will respond (via Auditoria.AI’s indicated Support Channels) to each support issue reported by Customer.

1. **Issue Severity Level Definitions**

Severity Level 0 (Service Unavailability): Customer experiences complete loss of Service, meeting the definition of “Unavailable” in [Section III-B-1](#) below.

Severity Level 1 (Severe Issues): Customer experiences a severe defect or configuration issue with the Service that materially impacts Customer’s business in a negative way (excluding Service failures that qualify as Severity Level 0).

Severity Level 2 (Delayed Performance): Customer experiences transactional and operational slowness in the Service (excluding Service issues that qualify as Severity Level 0 or 1).

Severity Level 3 (Routine Requests): Routine Service support requests relating to issues that don’t qualify as Severity Level 0, 1 or 2.

2. Assignment of Severity Levels: Auditoria.AI will determine the Severity Level assigned to each support issue in its reasonable discretion, but taking into consideration the Severity Level input by Customer.

3. Remedies for Breach of Response Time Commitments: If Auditoria.AI fails to meet the response time commitments in Table 1 and 2 above, Customer’s exclusive remedy and Auditoria.AI’s sole obligation will be: (a) for Auditoria.AI to make reasonable efforts to respond promptly after Customer notifies Auditoria.AI that it failed to meet the relevant response time commitment; and (b) if Auditoria.AI fails to meet the relevant response time commitments **three (3)** times during a calendar quarter, for Customer to terminate the applicable Order Form and receive a refund, on a pro rata basis, of any Fees paid for the Production Tenant(s) that are unused as of the termination effective date.

B. SERVICE LEVELS & SERVICE CREDITS:

1. **Uptime Commitment**

The Quarterly Uptime Percentage for the Service will be ninety-nine and five-tenths percent (99.5%) (the “**Uptime Commitment**”). Subject to the exclusions described in [Subsection III-B-2](#) below, “**Quarterly Uptime Percentage**” is calculated by subtracting from 100% the percentage of 1-minute periods during any quarterly billing cycle (i.e., 3 calendar months) in which Customer’s Production Tenant(s) is(are) Unavailable out of the total number of minutes in that quarterly billing cycle. “**Unavailable**” and “**Unavailability**” mean that, in any 1-minute period, all connection requests received by Customer’s Production Tenant(s) failed to process (each a “**Failed Connection**”); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (e.g. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Quarterly Uptime Percentage will be measured based on the industry standard monitoring tools Auditoria.AI uses.

2. **Exclusions from Quarterly Uptime Percentage**

Notwithstanding anything to the contrary in this exhibit, any Service Unavailability issues resulting from any of the following will be excluded from calculation of Quarterly Uptime Percentage:

- 2.1** Regularly scheduled maintenance of the Service that does not exceed twelve (12) hours per 3-month period and is communicated by Auditoria.AI at least twenty-four (24) hours in advance via Auditoria.AI’s Normal Support Channels. (Auditoria.AI typically schedules such regularly scheduled maintenance twice per month.);
- 2.2** any issues with a third party service to which Customer subscribes (e.g. salesforce.com, Netsuite, Sage Intacct Avalara, or a payment gateway);
- 2.3** any problems not caused by Auditoria.AI that result from (a) computing or networking hardware, (b) other equipment or software under Customer’s control, (c) the Internet, or (d) other issues with electronic communications;
- 2.4** Auditoria.AI’s suspension or termination of the Service in accordance with the Agreement and/or its associated Order Form;
- 2.5** exceeding Auditoria.AI’s published license subscription as described in Customer’s order form
- 2.6** software that has been subject to unauthorized modification by Customer;
- 2.7** negligent or intentional misuse of the Service by Customer; or
- 2.8** “Beta” or “limited availability” products, features and functions identified as such by Auditoria.AI.

Customer may elect to use certain billable Auditoria.AI Professional Services to resolve issues associated with the excluded areas listed in this [Subsection III-B-2](#). Such Professional Services may require Customer to complete a network assessment, and/or give Auditoria.AI access to Customer’s network, in order to diagnose the issue.

3. Service Credits

If Auditoria.AI does not meet the Uptime Commitment with respect to any particular calendar quarter (i.e., the Quarterly Uptime Percentage was below 99.5%), and Customer is negatively impacted thereby, then as Customer's sole and exclusive remedy, and only upon Customer's written request in accordance with [Section 4](#) below:

Availability Service Level Credits: For each month during which Supplier fails to meet the Availability Level, Supplier will credit CVS as follows:

Availability Level	Service Level Credit (as a percentage of monthly SaaS Service Fees)
99.0 - 99.5%	1%
96.0 - 98.9%	2%
94.0% - 95.9%	5%
92.0% - 93.9%	15%
90.0% - 91.9%	20%
89.9% or lower	25%

For purposes of the preceding sentence, "**Monthly Uptime Percentage**" is calculated by subtracting from 100% the percentage of 1-minute periods during any billing cycle for a calendar month during which Customer's Production Tenant(s) is(are) Unavailable out of the total number of minutes in that monthly billing cycle. The Monthly Uptime Percentage will be measured based on the industry standard monitoring tools Auditoria.AI uses.

4. Service Credit Process

To receive a Service Credit, Customer must submit a request by sending an email to support@Auditoria.AI. To be eligible, the credit request must: (a) include the dates and times of each Unavailability incident that Customer claims to have experienced, along with sufficient details to enable Auditoria.AI to verify the information; and (b) be received by Auditoria.AI within thirty (30) Business Days after the last Failed Connection that is part of Customer's Service Credit claim. If Customer is past due with respect to any payment obligation, or otherwise in material breach of any contractual obligation to Auditoria.AI, Customer is not eligible for any Service Credits. Service Credits will be issued to Customer within sixty (60) days after Auditoria.AI confirms that Customer qualifies for the Service Credit under this section.