

## **SAAS AGREEMENT**

IMPORTANT – PLEASE READ CAREFULLY: THIS SAAS AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BETWEEN O3 INSIGHT, INC. (“COMPANY”) AND YOU OR THE ENTITY THAT YOU REPRESENT (YOU OR ANY SUCH ENTITY, “CUSTOMER”). BY USING OR ACCESSING THE SERVICES (1) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT AND (2) YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU DO NOT HAVE SUCH AUTHORITY, DO NOT ACCESS OR USE THE SERVICES IN ANY WAY. THIS AGREEMENT GOVERNS YOUR INITIAL PURCHASE OF THE SERVICES AND RELATED SUPPORT SERVICES, AS WELL AS ANY FUTURE PURCHASES MADE BY YOU THAT REFERENCE THIS AGREEMENT. COMPANY, with its principal place of business located at 1500 1ST AVENUE NORTH, UNIT #14, BIRMINGHAM, AL 35203, is willing to grant you access to the Services on the condition that you accept all the terms of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. SAAS AND SUPPORT**

1.1 Subject to the terms of this Agreement and the applicable ordering document (the “Order Form”) and/or Statement of Work (“SOW”), Company grants Customer a nonexclusive, royalty-free, nontransferable right, solely during the Service Term to access and use the Services solely for Customer’s internal business purposes. Company will use commercially reasonable efforts (a) to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Company will give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Company’s reasonable control, including, for example, Force Majeure Events; and (b) to provide support services in accordance with Company’s support terms as set forth below. As part of the registration process, Customer will identify an administrative user name and password for Customer’s Company account.

1.2 Customer agrees that its purchase of the Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Company with respect to future functionality or features.

1.3 Company will provide reasonable technical support for the Services to Customer’s designated technical support representative. Customer can contact Company via the in-application chat utility or electronic mail ([support@o3.solutions](mailto:support@o3.solutions)). Support is available Monday thru Friday from 9am until 5pm Central Standard Time (CST), with the exclusion of United States Federal Holidays. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

### **2. RESTRICTIONS AND RESPONSIBILITIES**

2.1 Customer will not, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or its underlying software; (ii) modify, copy, display, republish, translate, or create derivative works based on the Services or the underlying software (except to the extent expressly permitted by Company or authorized within the Services); (iii) use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (iv) remove any proprietary notices or labels from the Services.

2.2 Customer represents, covenants, and warrants that Customer will use the Services in compliance with this Agreement and all applicable laws and regulations. Customer shall be responsible for use of the Services by its Users and for its Users’ compliance with this Agreement, Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and may prohibit any use of the



Services it believes may be (or alleged to be) in violation of the foregoing. A “User” means any individual who is authorized by Customer to use or access the Services.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent.

### **3. CONFIDENTIALITY; CUSTOMER DATA; PROPRIETARY RIGHTS**

3.1 Each Party (the “Receiving Party”) understands that the other Party (the “Disclosing Party”) has disclosed or may disclose confidential and proprietary information, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all order forms and Statements of Work hereunder), the Services, Company’s security information, audits and reports, and each Party’s respective business and marketing plans, technology and technical information, product designs, and business processes (hereinafter referred to as “Proprietary Information”). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data submitted by or on behalf of Customer to the Services (“Customer Data”). The Receiving Party will use at least the same level of care to prevent unauthorized use of the Proprietary Information as it uses for its own confidential and proprietary information of like kind, but in no event less than a reasonable standard of care. The Receiving Party will not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party’s prior written permission. The Receiving Party may disclose Confidential Information to its and its Affiliates’ personnel, auditors, accountants, attorneys, or advisors who have a need to know in order to exercise Receiving Party’s rights or perform Receiving Party’s obligations under this Agreement and who are subject to confidentiality obligations at least as protective as those herein. The confidentiality obligations contained in this Section 3 supersede and replace any prior non-disclosure agreement between the Parties regarding the subject matter covered by this Agreement. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law, provided that the Receiving Party shall exercise diligent efforts to seek protective or confidential treatment of any such disclosure.

3.2 The Services offer features and capabilities that utilize artificial intelligence, machine learning, or similar technologies (the “AI Features”). Customer may request deactivation of AI Features at any time by providing written notice to Company. Customer may submit Customer Data (including in the form of prompts or queries) to the AI Features (“Inputs”) and receive content or data that is generated by the AI Features based on the Inputs (“Outputs”). Inputs and Outputs are deemed to be Customer Data, subject to this Section 3. Customer acknowledges that Outputs provided to Customer may be similar or identical to Outputs independently provided by Company to other customers. Outputs are generated through machine learning processes and are not tested, verified, endorsed or guaranteed to be accurate, complete or current by Company. Customer should independently review and verify all Outputs as to appropriateness for any or all Customer use cases or applications. Due to the nature of the AI Features, Company does not represent or warrant that (a) any Outputs do not incorporate or reflect third-party content or materials or (b) any Outputs will not infringe third-party intellectual property rights. Company may not use any Inputs, Outputs or Customer Data to train or otherwise improve the AI Features or any part thereof, without the prior written consent of Customer. The AI Features are powered by Azure OpenAI. Customer will review and comply with the Microsoft Enterprise AI Services Code of Conduct applicable to its use of the AI Features, as updated from time to time (“Third-Party Terms”). Such Third Party Terms are incorporated into this Agreement by reference and accessible at <https://learn.microsoft.com/en-us/legal/ai-code-of-conduct>.



AI Features included in the Services are provided at no additional charge up to an amount equal to one percent (1%) of the applicable monthly license fees. AI Feature usage will be monitored and tracked by O3 Solutions. If Customer's AI Feature usage exceeds this threshold, O3 Solutions reserves the right to propose additional pricing for continued access to AI Feature functionality, subject to mutual agreement.

3.3 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Documentation, and all improvements, enhancements or modifications thereto, whether arising out of support calls or Customer suggestions or otherwise, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.4 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information about the provision, use and performance of various aspects of the Services and related systems and technologies based on Customer's use of the Services ("Usage Data"), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein. In addition, Customer and its Users may, but are not required to, give Company suggestions, enhancement requests, recommendations, comments or other feedback relating to the features, functionality or operation of the Services or any implementation services ("Feedback"). Company may use all Feedback freely without restriction or obligation. Feedback and Usage Data will not include Customer Data, and Company will not identify Customer or its Users as the source of Feedback or Usage Data.

#### **4. PAYMENT OF FEES**

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal Service Term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued by Company must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

4.3 Fees are exclusive of all taxes and similar assessments, including, but not limited to, any applicable sales, excise, and use taxes, of any kind imposed by any federal, state, or local governmental or regulatory authority ("Taxes"). Customer shall pay any Taxes directly or to Company, as required by law. If Customer is exempt from paying Taxes, Customer shall provide Company with a valid tax exemption certificate.

#### **5. TERM AND TERMINATION**

5.1 In addition to any other remedies it may have, either Party may terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other Party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which



by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

## **6. WARRANTIES AND DISCLAIMERS**

6.1 Each party represents that it has validly entered into this Agreement and has the legal power to do so. Company warrants that during the Service Term: (a) the Services will perform materially in accordance with Company's then-current online user guides, as updated from time to time, and as made accessible from within the Services (the "Documentation"); and (b) it will perform the Implementation Services in a professional and workmanlike manner.

6.2 Customer's exclusive remedy and Company's entire liability for a breach of the warranty set forth in Section 6.1(a) will be for Company to correct any material reproducible impairments to the features and functionality in the Services so that it materially conforms to the warranty, and if Company is unable to provide such Services as warranted within a commercially reasonable time following receipt of written notice of breach, Customer will be entitled to terminate the applicable Order Form and receive a refund of any prepaid fees applicable to the remaining portion of the Service Term following the effective date of termination. Customer's exclusive remedy and Company's entire liability for a breach of the warranty set forth in Section 6.1(b) will be for Company to re-perform the applicable Implementation Services, and if Company is unable to perform such Implementation Services as warranted within a commercially reasonable time following receipt of written notice of breach, Customer will be entitled to terminate the applicable SOW and recover the portion of the fees paid for the nonconforming Implementation Services.

6.3 COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **7. INDEMNIFICATION**

7.1 **Indemnification by Company.** Company will defend Customer, at Company's expense, against any claim, demand, suit or proceeding (each, a "Claim") made or brought against Customer by a third party alleging that the use of the Services as authorized hereunder infringes a third party's U.S. patent, copyright, or trademark, and Company will indemnify and hold Customer harmless against all damages, attorneys' fees and costs finally awarded against Customer by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Company, as a result of such Claims. Upon receiving notice of a Claim, Customer will (a) give Company prompt written notice of the Claim; (b) give Company sole control of the defense and settlement of the Claim (provided that Company may not settle any claim unless it unconditionally releases Customer of all liability); and (c) provide to Company, at Company's expense, all reasonable assistance in the defense or settlement of such Claim. Company's indemnification obligation will be offset to the extent its ability to defend or settle a claim is prejudiced by Customer's failure to comply with the preceding sentence. Company will have no indemnification obligation for Claims arising from (x) the combination of the Services with any services, hardware, software, interface, data or processes not provided by Company if the Services or use thereof would not infringe without such combination; (y) use of the Services by Customer other than in accordance with this Agreement and the applicable Order Form or SOW; or (z) Customer Data. If the Services are held or likely to be held infringing, Company may, in its sole discretion, at no cost to Customer: (i) replace or modify the Services so that they are no longer claimed to infringe, (ii) obtain a license for Customer to continue using the Services in accordance with the Agreement, (iii) replace the Services with a functionally equivalent service; or (iv) terminate Customer's subscription to the applicable Services and refund any prepaid, unused fees applicable to the remaining portion of the Service Term of the applicable Services following the effective date of termination. This Section 7.1 states Company's entire liability and Customer's exclusive remedy for any claim of intellectual property infringement.



**7.2 Indemnification by Customer.** Customer will defend Company, at Customer's expense, against any Claims made or brought against Company by a third party alleging that the Customer Data, or Customer's use of the Services in violation of this Agreement, infringes or otherwise violates a third party's property or privacy rights, or infringes a U.S. patent, copyright, or trademark of a third party, and Customer will indemnify and hold Company harmless against all damages, attorneys' fees and costs finally awarded against Company by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Customer, as a result of such Claims. Upon receiving notice of a Claim, Company will (a) give Customer prompt written notice of the Claim; (b) give Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless it unconditionally releases Company of all liability); and (c) provide to Customer, at Customer's expense, all reasonable assistance in the defense or settlement of such Claim. Customer's indemnification obligation will be offset to the extent its ability to defend or settle a claim is prejudiced by Company's failure to comply with the preceding sentence.

## **8. LIMITATION OF LIABILITY**

**8.1 Limitation of Liability.** EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS PURSUANT TO SECTION 4, CUSTOMER'S BREACH OF SECTION 2, OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7, IN NO EVENT WILL EITHER PARTY'S OR ITS LICENSORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER FORM OR SOW IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY.

**8.2 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ITS LICENSORS FOR ANY LOST PROFITS OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. NOTICES**

Company may give general notices related to the Services that are applicable to all customers by email or through the Services. All other notices required to be sent hereunder will be in writing and will be effective upon (i) personal delivery, or (ii) five business days after mailing, in each case addressed as follows: if to Company at its principal office indicated above to the attention of Finance Department, and, if to Customer, to Customer's address on record in Company's account information, or to such other address or individual as the parties may specify from time to time by written notice to the other party.

## **10. DISPUTE RESOLUTION.**

**10.1 Negotiation.** Prior to initiating any court proceeding pursuant to Section 10.3, if any dispute arises between the Parties in respect of this Agreement, a Party must: (a) issue a written notice to the other Party notifying such other Party of the existence of a dispute; and (b) use good faith efforts to resolve the dispute through negotiation. Notwithstanding the timeframes set forth below, it is the intent of the Parties to work in good faith to resolve the matter as soon as possible.

**10.2 Escalation Procedures.** Further, prior to initiating any court proceeding pursuant to Section 10.3, any dispute, controversy, or claim arising out of or relating to this Agreement which cannot be resolved within fifteen (15) business days between the Company's project manager and the Customer project manager shall be referred to each Parties' executive leadership teams for good faith discussion and resolution. If such dispute, controversy or claim cannot be resolved by such good faith discussions within thirty (30) business days of joint review by the Parties' executive leadership teams, each Party shall have the right to pursue all other rights and remedies available to them by law.



**10.3 Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. In any action or proceeding to enforce rights under this Agreement, each Party will be responsible for its own costs and attorneys' fees.

**10.4 Injunctive Relief.** Notwithstanding the foregoing, if either Party breaches, or threatens to breach the provisions of this Agreement concerning confidentiality, data privacy or intellectual property rights, each Party agrees that the non-breaching Party will have no adequate remedy at law and is therefore entitled to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages, in any court having jurisdiction.

## **11. MISCELLANEOUS**

**11.1 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

**11.2 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and Statements of Work), without the consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**11.3 Export and Sanctions Compliance.** The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each party shall comply with all applicable export and re-export control and trade and economic sanctions laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations maintained by the U.S. State Department. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not, and shall not permit Users to, access or use the Services in violation of any U.S. export law or regulation.

**11.4 Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. Company reserves the right to modify the terms and conditions of this Agreement, at its sole discretion, effective upon the commencement of any renewal Service Term. Customer is responsible for regularly reviewing this Agreement. CONTINUED USE OF THE SERVICES AFTER ANY SUCH CHANGES SHALL CONSTITUTE CUSTOMER'S CONSENT TO SUCH CHANGES. If Company modifies this Agreement during Customer's Service Term, and Customer objects to the updated agreement, as Customer's exclusive remedy, Customer may choose to terminate this Agreement and cease using the Services. No terms or conditions set forth on any purchase order or in any vendor on-boarding process shall add to or vary the terms and conditions of this Agreement, and all such terms or conditions shall be null and void.

**11.5 Relationship of the Parties; No Third-Party Beneficiaries.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature



whatsoever under or by reason of this Agreement.

**11.6 Force Majeure.** Neither party will be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is an event which is unforeseeable, beyond the control of the party affected, and cannot be remedied by the exercise of reasonable diligence, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Company's possession or reasonable control, and denial of service attacks (each a "Force Majeure Event"). The party affected will be relieved from its obligations (or part thereof) as long as the Force Majeure Event lasts and hinders the performance of said obligations (or part thereof), it being understood that a Force Majeure Event will not excuse any obligation of Customer to pay invoices due in accordance with the provisions hereof. The party affected will promptly notify the other party and make reasonable efforts to mitigate the effects of the Force Majeure Event with reasonable dispatch. Either party may terminate this Agreement in the event the Force Majeure Event continues for more than forty five (45) days.

**11.7 Hosting Environment.** Company will provide a dedicated production workspace hosted on Microsoft Azure infrastructure located within the United States of America. The hosting environment will be maintained in compliance with Microsoft Azure's security and regulatory standards to ensure reliability and data protection.



## 12. SERVICE LEVEL COMMITMENT

**12.1 Service Level Commitment.** Company commits to provide 99.0%uptime (the “Service Commitment”) with respect to the Customer’s Service during each calendar quarter of the Term, weekends and scheduled maintenance. In the event of an outage, Company will provide a response within two (2) hours, and Company will send an update to the technical contact every two (2) hours until the issue has been resolved. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company control will also be excluded from any such calculation. If in any calendar quarter this uptime commitment is not met by Company and Customer was negatively impacted (i.e., attempted to log into or access the Service and failed due to the unscheduled downtime of the Service), Company shall provide, as the sole and exclusive remedy, a service credit up to 5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place and continues until the availability of the Services is restored.

**12.2 Scheduled and Unscheduled Maintenance.** Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least two full business days in advance of the maintenance time. Regularly scheduled maintenance time typically is communicated at least a week in advance, scheduled to occur at night on the weekend, and takes less than 10-15 hours each quarter. Company in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify customer in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee

**12.3 Credit Request.** In order to receive a credit under this service level commitment, Customer must request it simply by emailing Company at [accounting@o3.solutions](mailto:accounting@o3.solutions), within five (5) days of the end of the applicable quarter. If Customer submits a credit request and does not receive a prompt automated response indicating that the request was received, Customer must resubmit the request because the submission was not properly received and will not result in a credit. Customers who are past due or in default with respect to any payment or any material contractual obligations to Company are not eligible for any credit under this Service Level Commitment. The service credit is valid for up to two years from the quarter for which the credit was issued and may not be redeemed for cash. Company shall calculate any service level downtime using Company system logs and other records

**12.4 Updates and Notices.** This Service Level Commitment may be amended by Company in its discretion but only after providing thirty days advance notice. Notices will be sufficient if provided to a user designated as an administrator of your Company account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to the registered email address provided for the administrator(s) for Customer’s account.

### 12.5 Support Priority Classification and Incident Response Times and Resolution Targets

*Table 1 – Support Priority Classification*

| Name            | Classification | Description   | Example  |
|-----------------|----------------|---|--|
| Priority 1 (P1) | Urgent         | An incident that has or is likely to have a major impact on users’ ability to maintain business operations. The incident results in any outage or loss of any key functionality of a critical application or service. The incident affects multiple locations, or all users in one (1) location.  | Users at multiple sites cannot access the system and no workaround exists.   |
| Priority 2 (P2) | Critical       | Incident which impairs the users’ ability to maintain business operation causing a severe degradation of service or resulting in some important functionality being unavailable. There is no long-term acceptable workaround for the business, however operation can continue in a restricted fashion. The incident results in loss of the “normal” functionality of an application or service for multiple users, but not all, in one (1) or more locations. | Users can access system and, while a workaround exists, there is material degradation of functionality or performance. |





|                 |        |  |  |
|-----------------|--------|--|--|
| Priority 3 (P3) | Medium | Incident which causes a loss of some important functionality. There is an acceptable workaround for the business and operation can continue in a restricted fashion. The incident results in loss of functionality of a "normal" application or service. | A non-critical service is not available to some users.   |
| Priority 4 (P4) | Low    | Incident which has little or no significant impact on the business. Low impact & low urgency.  | The behavior varies from user expectations, but the system works as designed. Resolution would occur during a future update. |

*Table 2 – Incident Response and Resolution Targets*

| Priority | Support Availability     | Support Geography | Response | Resolution | Update Interval |
|----------|--------------------------|-------------------|----------|------------|-----------------|
| P1       | 24 x 5                   | Global            | 2 hours  | 8 hours    | 2 hours         |
| P2       | 24 x 5                   | Global            | 8 hours  | 24 hours   | 6 hours         |
| P3       | Standard Hours (8-5 CST) | Global            | 24 hours | 48 hours   | 24 hours        |
| P4       | Standard Hours (8-5 CST) | Global            | 48 hours | 2 weeks    | Weekly          |

Company will exercise reasonable efforts to resolve errors that are reproducible, but Company cannot and does not warrant that all errors will be resolved.

**12.6 SLC Exclusions.** Company shall have no obligation to provide support for the following: 1. Altered, damaged or modified Software 2. Software that is not the then-current release available from Company 3. Software problems caused by Customer's negligence, misuse or unauthorized use, Equipment malfunction, or other causes beyond the control of Company 4. Software accessed via equipment of browser environment which is not supported by Company 5. Pre-release of beta Software.

*Last updated: February 10, 2026*

