

Service Level Agreement

This Service Level Agreement is subject to the Master License & Services Agreement or its equivalent (the “**Agreement**”) and applicable Ordering Document or its equivalent (the “**Order**”) executed by and between Maverick Training Corporation, d/b/a Maverick Solutions (“**Maverick**”) and (a) the entity identified in the applicable Order as the recipient of the license to the Application and, as applicable, (b) the reseller of the license to the Application (“**Client**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement and Order.

I. SERVICE UPTIME

Maverick guarantees that the subscription service(s) will achieve an uptime of at least ninety-nine percent (99%) (“**Uptime Availability**”). This uptime does not include (a) any scheduled maintenance or (b) force majeure circumstances or (c) downtime resulting from Client’s, or anyone on its behalf’s, use of the service in violation of or in a manner not authorized in this SOW, relevant EULA, or relevant change order. All scheduled maintenance shall occur during periods of low use in the designated maintenance windows (Fridays 10pm-12am EST) or will otherwise be communicated at least twenty-four (24) hours prior to when maintenance begins.

II. TECHNICAL SUPPORT & PROBLEM RESOLUTION

- i. Technical Support. Maverick will provide, at a minimum, one of the following:
 - a. Telephone assistance at 919-844-2000.
 - b. Email assistance at support@mavericksolutions.net for general advice and technical support, as well as technical assistance and remediation for operational issues as further described below.
 - c. In-application support ticket submission, accessible within the support tab of ENGAGE Learn.
- ii. Business Hours. Mavericks Business Hours are M-F 9:00 am – 5:00 pm EST. Maverick offices are closed in observance of all United States banking holidays, as well as Good Friday, Thanksgiving Friday, and Christmas Eve.
- iii. Problem Resolution. Maverick will respond to and fix all problems that are reported by the Client as described in Table 1 (“**Response Time**” and “**Fix Time**”). The priority level of the problem reported by Client shall be determined by Maverick.

TABLE 1: Problem Prioritization, Fix, and Response Time

Priority	Description	Response and Fix Time
1	The service is not working: a significant function of the service is not properly working, or a significant number	Maverick will respond to, and Maverick’s senior engineers will commence efforts to fix Priority 1 problems no later than two (2) business hours after the report of such problem.

	of users are unable to access or use full functionality.	<p>Maverick will use best and continuous efforts to provide an acceptable work-around for the Priority 1 problem within six (6) business hours.</p> <p>Maverick will provide a fix for the Priority 1 problem no later than thirty (30) calendar days after the report of such problem or Maverick's detection of such problem, whichever is earlier.</p>
2	Functionality of the service is impaired: some users are unable to access or use some functionality.	<p>Maverick will respond to, and Maverick's senior engineers will commence efforts to fix, Priority 2 problems no later than four (4) business hours after the report of such problem.</p> <p>If an acceptable work-around is deemed necessary and is identified, it will be provided once validated.</p> <p>Maverick will provide a fix for the Priority 2 problem no later than thirty (30) calendar days after the report of such problem or Maverick's detection of such problem, whichever is earlier.</p>
3	Low impact to users of the service, or a suggested improvement to the service.	<p>Maverick will respond to Priority 3 problems within three (3) business days after the report of such problem.</p> <p>Maverick will either fix Priority 3 problems or provide an acceptable work-around no later than thirty (30) calendar days after the report of such problem or Maverick's detection of such problem, whichever is earlier.</p> <p>Maverick will provide a road map for suggested improvement if Maverick decides to implement the suggested improvement. Suggested improvements to the service may not receive a response.</p>

III. FAILURE TO ACHIEVE SERVICE LEVELS

- i. If service levels fall below the Uptime Availability or Response Times or Fix Times during any calendar month, the Client may request to receive a credit (calculated as (Term Price of impacted Term/number of months in impacted Term) * Credit Percentage) from Maverick against fees and payments due for the Term following any Term in which service levels do not meet the Uptime Availability, as liquidated damages and not as a penalty (a "**Service Credit**"). This Service Credit can only be applied towards future payments owed to Maverick by Client. All requests for Service Credit must be made in writing within thirty (30) days of final communication from Maverick regarding an incident negatively impacting service levels. In the event a Service Credit is granted, the credit shall be Client's sole remedy related to the service level default, as Service Credits are in lieu of all other available remedies.

TABLE 2: Service Credit Calculation

Monthly Uptime	Credit Percentage
Less than 99% but greater than or equal to 97.5%	1%
Less than 97.5% but greater than or equal to 95%	2%
Less than 95% but greater than or equal to 90%	3%
Less than 90% but greater than or equal to 85%	4%
Less than 85%	5%
Problem Response Time	
Less than 80%	1%
Problem Fix Time	
Less than 80%	1%

- ii. In the event that Uptime Availability, Response Time, and Problem Fix Time are in default simultaneously, only Service Credits for Monthly Uptime Availability will be granted.
- iii. If the Priority 3 problem reported is a suggested improvement to the service, Client may not receive a Response Time or Fix Time. Such suggestions have no impact on service level attainment.
- iv. Uptime Availability Calculation. $(\text{Actual Uptime in Hours} / \text{Scheduled Uptime in Hours}) * 100 = \text{Percentage Uptime}$ (as calculated by rounding to the first decimal point).
- v. Problem Response Time Calculation. $[(\text{Total Transactions} - \text{Total Transactions failing Standard}) / \text{Total Transactions}] * 100 = \text{Percentage Response Time}$ (as calculated by rounding to the first decimal point)).
- vi. Problem Fix Time Calculation. $[(\text{Total Problems} - \text{Total Problems failing Standard}) / \text{Total Problems}] * 100 = \text{Percentage Problem Response}$ (as calculated by rounding to the first decimal point)).