Profit Systems Inc. Support Level Agreement

1. Software Supported

Profit Systems Inc. (PSI) will provide Support for EventPro Software, in accordance with the terms of this Support Level Agreement (SLA), to Customers with a current Upgrade Protection Plan (UPP).

In this SLA:

- "**Software**" will refer to EventPro Software, based on what the Customer has purchased.
- "**Customer**" means the person, company or other legal entity, including Affiliates and Users, using the Software.
- "**User**" means an individual who is authorized by the Customer to use the Software and to whom the Customer (or PSI at the Customer's request) has supplied a user identification and password. Users may include, without limitation, the Customer's employees, consultants, contractors and agents, the Customer's clients and third parties with which the Customer transacts business or that the Customer allows access to the Software.

The terms of this SLA apply to both the On-Prem Edition and Cloud Edition of the Software, unless otherwise indicated.

2. Upgrade Protection Plan (UPP) Required

A Customer must maintain a current Upgrade Protection Plan (UPP) in order to receive the services in this SLA.

If a Customer's UPP lapses, but the Customer decides to resume it in the future, a Current Version Update Fee (50% of the renewal price for each full/part year lapsed) will apply in addition to the annual renewal price.

3. Support Services

PSI provides 3 levels of Software Support: **First Level Support**, **Second Level Support**, and **Product Maintenance**.

To receive any level of Support, the Customer may be required to install and use a third-party screen sharing tool such as GoToMeeting or an equivalent.

Please note the following definitions:

- "**Defect**" means any defect, error or malfunction in the System so that the System does not comply with or cannot be used in accordance with its specifications; and
- "**System**" means the system consisting of the Software.

PSI does not support any third-party applications.

3.A. First Level Support

3.A.i. What First Level Support Covers

Under First Level Support, PSI provides telephone, email and fax Support for technical issues with the Software and associated modules produced by PSI, and for Defects in the System.

Support's primary role is assisting in issues of a technical nature, such as installation and connectivity issues, database issues, collection of bug reports, Defects, and System failures.

Support can also assist with procedural questions by directing the Customer to the applicable documentation that describes how to use the various features and functionality of the Software.

3.A.ii. What First Level Support Does Not Cover

With regard to the On-Prem Edition of the Software, Support does not cover the implementation and configuration of a Customer's application server or database server beyond the scope of the material provided within installation documentation and tutorial videos. Deployment of application servers or database servers in complex networks or using configurations differing from those suggested by PSI may require the services of a Database Administrator or Network Administrator or both. Customers seeking aid outside the scope of the information above will be directed to contact their application server and/or database server vendor for further assistance.

Support also does not assist Customers with developing internal procedures for using the Software at Customer organizations. Because the Software is sophisticated, there are many possible pathways to accomplish a desired workflow; therefore, establishing a Customer's processes should be done with the assistance of a Software trainer. Report creation or customizations are not covered by Support but these services are available at additional cost and can be assessed and quoted for on request.

3.A.iii. Requesting and Receiving First Level Support

A Customer may request First Level Support by phone, email or fax.

When submitting Support requests, Customers should ensure that they:

1. Know their User ID # (a six digit number).
2. Know what platform their computer is running on and the type of network system.
3. Be at their computer with the Software running with a complete list of questions.
4. Describe what they did before the problem occurred.
5. Record the wording of error messages.

If a phone call to Support cannot be taken in person, the Customer will be able to leave a voicemail message.

Support reviews all voicemails, makes follow-up calls, and acts upon voicemails in accordance with the timeframes in the Severity Levels and Target Response Times table in Section 4 of this SLA.

All emails received to the Support Inbox will be acted upon in accordance with the timeframes in the Severity Levels and Target Response Times table in Section 4 of this SLA.

All commercially reasonable efforts will be made to resolve all problems within the shortest possible time. Support will endeavour to provide a resolution at the point of initial contact. The initial resolution may involve a temporary workaround or fix, until a more permanent solution is found.

3.B. Second Level Support

3.B.i. What Second Level Support Covers

Under Second Level Support, PSI accepts input for development enhancements to the Software to suit the Customer's needs.

3.B.ii. Requesting and Receiving Second Level Support

A Second Level Support request is submitted to PSI Development as a "Request for Change". A Customer may email a Request for Change to Support, including the following information in their email:

1. Their User ID # (a six digit number).
2. The platform their computer is running on and the type of network system.
3. A detailed description of the suggested Software enhancement.

Development enhancements initiated by Requests for Change are often incorporated into subsequent releases of the Software. However, the inclusion of Requests for Charge is at the discretion of PSI Development, and not all requests will be incorporated. If accepted, Second Level Support requests will be acted upon and delivered as agreed by PSI and the Customer.

3.C. Product Maintenance

3.C.i. What Product Maintenance Covers

Product Maintenance comes in the form of regular application updates. Updates may incorporate Software fixes and/or new Software enhancements.

3.C.ii. Accessing Product Maintenance

For the On-Prem Edition of the Software, updates are available for download via the Software website. In order to receive notification of available Software updates, Customers may sign up to receive update Bulletin emails.

If a Customer has an open Support case awaiting a specific update release, Support will email the Customer when that specific update is available. If Customers do not sign up for the notification option, and do not have a Support case awaiting a specific update, they will need to check the Software website for updates at their convenience. Customers download and install the Software updates at their convenience.

For the Cloud Edition of the Software, updates are delivered automatically via the cloud service.

4. Severity Levels and Response Times

We aim to resolve Customer issues immediately, or as soon as practicably possible, using commercially reasonable efforts. Some issues may require input from PSI Development, and therefore may not be resolved immediately.

Severity Levels and Target Response Times are outlined in the table below. The times provided in the table below are solely targets and not guaranteed. Further, the target times are also only within the business hours outlined in Section 6 of this SLA.

Please note that "Defect" and "System" are as defined above in Section 3 of this SLA.

Severity Level	Severity Level Description	Target Maximum Response Time	Target Maximum Workaround Time	Target Maximum Restoration Time
Severity 1 Defect (Emergency)	Either the entire System is down or any Defect that occurs: • Impacts more than 10 Users, for which there is no reasonable workaround that allows Users to continue using the System with minimal or no loss of efficiency or functionality; or • Impacts any system or application designated by Customer as critical at that time and eligible for Severity 1 Defect classification.	1 hour	4 hours	1 business day

Severity 2 Defect (High)	A partial failure of the System (other than a Severity 1 Defect) that: • Impacts between 5 and 10 Users, for which there is no reasonable workaround that allows Users to continue using the System with minimal or no loss of efficiency or functionality; or • Impacts any system or application designated by Customer as critical at that time and eligible for Severity 2 Defect classification.	2 hours	1 business day	3 business days
Severity 3 Defect (Medium)	Defect at an individual level or a small workgroup that impacts User productivity. Workaround may exist if Defect affects a non-critical task. Service is noticeably impacted, but most business operations continue.	3 hours	3 business days	5 business days
Severity 4 Defect (Low)	A minor Defect and includes all other Defects which are not Severity 1, 2 or 3 Defects. User is still able to use the System to complete tasks with no loss of functionality or performance degradation. Defect usually dealt with on a scheduled basis.	4 hours	5 business days	10 business days

Based on certain circumstances regarding a High Severity issue, the Customer can choose to restore the last night's backup, or the most recent backup, and restore the system to its previous state to avoid unnecessary downtime.

In no event shall PSI, EventPro Software, PMXpert Software or HAIL Software be responsible for any damages, including lost profits, lost savings or other incidental or consequential damages arising out of an issue with the Software or any delay in fixing such issue.

5. Responsibilities

In relation to the services covered in this SLA, PSI, EventPro Software, PMXpert Software and HAIL Software are not responsible for any viruses, data corruption, hardware failure or loss of data.

Customers using the On-Prem Edition of the Software are responsible for performing frequent, complete and accurate Software System backups. PSI recommends backups be performed daily, at minimum.

Responsibilities related to the Cloud Edition of the Software, including backups of data in the Cloud Edition of the Software, are described in Section 7 of this SLA.

Customers making changes to their own databases – including but not limited to the addition, modification or removal of tables, columns or indexes – without consultation with PSI invalidate their Support Level Agreement, and any complications arising from said changes will not be covered under this Support Level Agreement.

6. PSI Support Hours & Contact Information

Support Services are provided by Profit Systems Inc. Website: **www.EventPro.net** or **www.PMXpert.com**

6.A. North America

Phone: (306) 975-3737 (Press 2 for Support)   Fax: (306) 975-3739

Email: **Support@EventPro.net** or **Support@PMXpert.com**

Support provided during business hours, which are 8:00am to 5:00pm (CST), Monday through Friday (excluding Christmas Day, Boxing Day and New Year's Day).

6.B. Australia

Phone: (02) 9504 6999 (Press 2 for Support)

Email: **Support.AU@EventPro.net** or **Support.AU@PMXpert.com**

Support provided during business hours, which are 9:00am to 5:00pm AEST (or AEDST), Monday through Friday (excluding NSW public holidays).

6.C. United Kingdom

Phone: 0117 205 0278

Email: **Support.UK@EventPro.net** or **Support.UK@PMXpert.com**

Support provided during business hours, which are 9:00am to 5:00pm GMT (or BST), Monday through Friday (excluding UK public holidays).

7. Cloud Services

This Section 7 of the Support Level Agreement is only applicable to Customers who have purchased and use the Cloud Edition of the Software.

7.A. Connectria Servers

The Cloud Edition of the Software is hosted on servers managed by Connectria Corporation. Connectria has provided award-winning cloud computing, managed hosting and HIPAA Compliant Hosting solutions for more than 1,000 customers in over 30 countries worldwide. Founded in 1996, Connectria is now a globally recognized leader in Hosting, and as a result has been a recipient of several prestigious awards and industry recognition from some of the most authoritative voices in the technology industry.

7.B. Connectria Network Uptime

Connectria has advised that they have built their network to deliver 100% Network uptime. Because of their extensive network infrastructure, they have guaranteed PSI that their network will be available 100% of the time in a given calendar month, and includes 100% availability of their routers, switches, cabling and internet connectivity (subject to certain exceptions).

7.C. Connectria Security

Connectria Corporation has provided PSI with a 100% Secure Guarantee (subject to certain exceptions).

Connectria has advised that "Relentless Security™" is a mindset instilled in Connectria, and that they constantly look for vulnerabilities and continually find ways to better protect customers' servers and data as if it were their own.

7.C.i. Connectria and the CloudTrust Program

Connectria's commitment to security is recognized. Connectria is a member of SkyHigh's CloudTrust Program, which objectively rated the security controls of Connectria's Cloud Services its highest designation of "Enterprise Ready".

Skyhigh Networks performs objective and thorough evaluations of the enterprise- readiness of cloud service based on a detailed set of criteria developed in conjunction with the Cloud Security Alliance (CSA). Services designated as SkyHigh Enterprise- Ready are the services receiving the highest CloudTrust™ Ratings, which fully satisfy the most stringent requirements for data protection, identity verification, service security, business practices, and legal protection.

7.C.ii. Connectria's Security Architecture

Connectria has advised that they utilize a two-tier security architecture. The first tier of the architecture is implemented by redundant perimeter firewalls, based on the Cisco Secure IOS. The firewall protects against malicious hacking attempts and Denial of Service attempts. The second tier of the security architecture is implemented by the use of private, non-routable IP address spaces. In the unlikely event the firewall is breached, Connectria has advised that the servers behind the firewall cannot route traffic to the Internet.

7.C.iii. Connectria's Security Awareness

Connectria has advised that they monitor multiple channels of information in order to stay atop of the ever-changing security environment. Some of the sources utilized include CERT, BugTraq, Microsoft Security Bulletins and other vendor sites. Additionally, Connectria has advised that they work with their Internet Service Providers to identify and respond to security challenges on the Internet.

7.C.iv. Connectria's Security Tracking

In the event of a security notice, Connectria has advised that they will review the notice and determine the criticality. If the notice is deemed to present a serious threat to their clients, Connectria has advised that the work-around or patches will be immediately implemented after approval from PSI.

7.C.v. Physical Security at Connectria

Connectria has advised that they maintain physical security to their facilities by limiting access to the buildings where their data centers are housed as well as to the physical data centers within those buildings. All data centers are protected by multiple layers of security including multiple layers of electronic building & facility access secured by magnetic locks, 24/7 onsite-personnel, monitored and recorded closed-circuit television, person-traps, and mandatory identity logging of all outside visitors.

7.D.   Hardware Provided by Connectria

Connectria has advised that they have qualified hardware technicians available 24/7 to their data centers and they stock an ample supply of spare parts on all server hardware components that they provide. Connectria guarantees PSI to replace any failed hardware components provided by them with like or similar hardware within one hour of problem identification (subject to certain exceptions).

7.E.   Backup Performed by Connectria

Connectria has advised that database backups of data in the Cloud Edition of the Software will be made by Connectria, a full backup once a day plus differential backups every four hours after that, with backups stored for two weeks.

The representations in this Section 7 have been made by Connectria to PSI. PSI will take all commercially reasonable steps to enforce the contract obligations between itself and Connectria. PSI, EventPro Software, PMXpert Software and HAIL Software shall not be responsible for any damages, including lost profits, lost savings or other incidental or consequential damages arising out of an issue with the server and/or Connectria's services.