SERVICE LEVEL AGREEMENT

THIS AGREEMENT made as of the date so indicated on Order Form, provided to and executed by Customer.

B E T W E E N:

> **TASMAN TECHNOLOGIES INC. O/A ONSCHED**,
> a company incorporated under the laws of the Province of Ontario with its head business office located at 121 Edgecliffe Place, Burlington, Ontario, L7L 3Z2
>
> (hereinafter referred to as the "**SaaS Provider**"),

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OF THE FIRST PART,

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> - and -

> **CUSTOMER**
> Company so indicated in Order Form.
>
> (hereinafter referred to as the "**Customer**")
>
> (SaaS Provider and Customer hereinafter collectively referred to as "**Parties**" and individually to as a "**Party**")

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OF THE SECOND PART.

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WHEREAS, SaaS Provider and Customer desire to enter into this agreement defining their respective rights and responsibilities pursuant to which SaaS Provider will provide to Customer the software-as-a-service ("**SaaS Service**") and other ancillary services for a fee.

AND WHEREAS this Service Level Agreement ("**Agreement**" or "**SLA**") contains representations and warranties that are supplemental to those set out in Order Form executed by and between Customer and SaaS Provider on date indicated thereon. Terms set out under this Agreement may be augmented or supplemented by Annexures which shall be attached where so required on an as-needed-basis.

NOW THEREFORE, this Agreement witnesses that in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, now therefore, intending to be legally bound hereby, SaaS Provider and Customer agree as follows:

1. **MAINTENANCE, SUPPORT AND SERVICE LEVEL COMMITMENT**

   (a) SaaS Service is deployed on the Microsoft Azure cloud services platform ("**Azure Platform**") which applies common consistent management practices for all of those customers relying on the Azure Platform. Consequently, SaaS Provider provisions service level herein set out to the extent made possible by SaaS Providers reliance on the

Azure Platform. This SLA communicates SaaS Provider's production support and service level availability commitment with Customer; and

(b) SaaS Provider will provide Customer with technical assistance with regard to incidents logged in respect of the SaaS Service from 09:00 EST to 17:00 EST, Monday to Friday, excluding public and Canadian statutory holidays ("**Service Hours"**), in accordance with SLA.

(c) *Service Availability.* SaaS Provider's service availability commitment for a given calendar month is 99.5% of planned service, unless otherwise contractually augmented by separate or annexed agreement;

    (i) *Unplanned Outage*. Service availability is calculated per month as follows: based on a seven (7) day week *x* twenty four (24) hours per day x four (4) weeks for a given calendar month, exclusive of Planned Outage. Unplanned Outage may equate to up to three (3) hours, thirty six (36) minutes per calendar month or one (1) day, nineteen (19) hours and forty eight (48) minutes per year.

    (ii) *Planned Outage*. Periodically, SaaS Provider introduces new features in the SaaS Service with enhanced functionality across SaaS Provider applications. Features and functionality will be made available as part of a major feature release (**"Feature Release"**) or as part of weekly service updates (**"Service Updates"**). Feature Releases will take place approximately four (4) times per year. The frequency of Feature Release availability may be increased or decreased by SaaS Provider at SaaS Provider's discretion. Feature Releases will take approximately twenty-four (24) hours to update which will require the Service to be taken down for some or all of that time (which time shall not be considered an unplanned outage). Feature Releases will be performed during a weekend following any Planned Maintenance.

(d) *Incident Reporting*: Customer may submit incidents to the SaaS Provider via Intercom chat (available at www.onsched.com) or via email to support@onsched.com;

    (i) SaaS Provider will respond to each incident raised in accordance with this SLA and will use commercially reasonable efforts to promptly resolve each request. Named support contacts must be trained on the SaaS Provider product(s) for which they initiate support requests. Each case will be assigned a unique case number by SaaS Provider response commitments will be suspended at the end of each day of the Service Hours and resume on the next day of the Service Hours with the relevant time elapsed. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution to the issue

(e) *Severity Level Determination*. Customer shall reasonably self-diagnose each support issue and recommend to SaaS Provider an appropriate severity level designation ("**Severity Level Designation**"). SaaS Provider shall validate Customer's Severity Level Designation, or notify Customer of a proposed change in the Severity Level Designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level Designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with

the SaaS Provider Severity Level Designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

(f) Severity Level Designation — Response and Escalation.

    (i) <u>Severity Level Designation 1: Critical</u>

        A. *Definition*. The SaaS Service is unavailable for all users or a SaaS Service issue prevents access to any and all scheduling functionality made available by SaaS Provider.

        B. *SaaS Provider Response Commitment*. SaaS Provider will respond within one (1) hour of receipt of case.

        C. *Resolution.* SaaS Provider will work to resolve the problem until the SaaS Service is returned to normal operation. Customer will be notified of status changes.

        D. *Escalation*. If the problem has not been resolved within two (2) hours, SaaS Provider will escalate the problem to the appropriate SaaS Provider organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.

        E. *Customer Response Commitment*. Customer shall remain accessible by phone for troubleshooting from the time a Severity Level Designation 1 issue is logged until such time as it is resolved.

    (ii) <u>Severity Level Designation 2: Severe</u>

        A. *Definition*. The SaaS Service contains a bug that prevents Customer or any of the customers using Customer product from executing one or more critical business processes with a significant impact and no workaround exists.

        B. *SaaS Provider Response Commitment*. SaaS Provider will respond within one (1) hour of receipt of case.

        C. *Resolution*. SaaS Provider will work to resolve the problem until the SaaS Service is returned to normal operation. Customer will be notified of status changes.

        D. *Escalation*. If the problem has not been resolved within two (2) hours, Customer may request that SaaS Provider escalate the problem to the appropriate SaaS Provider organization where the escalated problem will have higher priority than ongoing development or operations initiatives.

        E. *Customer Response Commitment*. Customer shall remain accessible by phone for troubleshooting from the time a Severity Level Designation 2 issue is logged until such time as it is resolved.

(iii) <u>Severity Level Designation 3: Serious</u>

    A. *Definition*. The SaaS Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.

    B. *SaaS Provider Response Commitment*. SaaS Provider will respond within four (4) hours of receipt of case.

    C. *Resolution*. If resolution requires a SaaS Provider bug fix, SaaS Provider will add the bug fix to its development queue for future update and suggest potential workaround until the problem is resolved in a future update. Customer will be notified of status changes.

    D. *Escalation*. If progress is not being made to Customer's satisfaction, Customer may request that SaaS Provider escalate the problem to the appropriate SaaS Provider organization.

    E. *Customer Response Commitment*. Customer will respond to SaaS Provider requests for additional information and implement recommended solutions in a timely manner.

(iv) <u>Severity Level Designation 4: Minor/Query</u>

    A. *Definition*. The SaaS Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.

    B. *SaaS Provider Response Commitment*. SaaS Provider will respond within twenty-four (24) hours of receipt of case.

    C. *Resolution*. If resolution requires a SaaS Provider bug fix, SaaS Provider will add the bug fix to its development queue for future update and suggest potential workaround until the problem is resolved in a future update. Customer will be notified of status changes.

    D. *Escalation*. Customer may request that SaaS Provider escalate the problem to the appropriate SaaS Provider organization.

    E. *Customer Response Commitment*. Customer will respond to SaaS Provider requests for additional information and implement recommended solutions in a timely manner.

(v) <u>Severity Level Designation 5: Feature Suggestion</u>

    A. *Definition*. Non-system issues such as named support contact change, requests for SLA reports or business documents, etc. Questions about configuration and functionality should be addressed to the Intercom Knowledge Base – made available at www.OnSched.com. If necessary to open a support case requesting assistance, Severity 5 should be used.

       B. *SaaS Provider Response Commitment*. SaaS Provider will respond within twenty-four (24) hours of receipt of case.

       C. *Resolution Commitment*. SaaS Provider will respond to request. Customer will be notified of status changes.

       D. *Escalation*. Customer may request that SaaS Provider escalate the problem to the appropriate SaaS Provider organization.

       E. *Customer Commitment*. Customer will respond to SaaS Provider requests for additional information in a timely manner.

(g) *SaaS Provider Support Scope*. SaaS Provider will support functionality that is developed by SaaS Provider and under its direct control. For all other functionality, and/or issues or errors in the SaaS Provider Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, SaaS Provider may assist Customer and Customer's customers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of SaaS Provider's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) force majeure events shall be excused.

(h) *Customer Obligations*. For the duration of this Agreement, Customer shall:

   (i) provide SaaS Provider (so far as Customer is able) with a documented example of any error in respect of which a request for diagnosis and rectification has been made under this Agreement;

   (ii) co-operate fully with SaaS Provider's personnel in the diagnosis of any error in the SaaS Service or documentation and perform such tests of the SaaS Service as SaaS Provider shall request in the evaluation of any request for Support Services by Customer;

   (iii) ensure that the administration functionality of the SaaS Service is used in a proper manner by competent trained employees only or by persons under their supervision; and

   (iv) save as otherwise expressly provided in this Agreement, not make any translation, adaptation, arrangement or any other alteration of the SaaS Service or make any reproduction, distribution, communication, display or performance to the public of the results of such acts.

Current as at August 1, 2020