

## SirionOne | G-Cloud 13 Terms and Conditions

Following are the SirionOne G-Cloud 13 Supplier Terms and Conditions as they will be incorporated into the Call-Off Contract.

### I. DEFINITIONS

- a. "Availability" means the ability of SirionOne to perform the agreed function when required and is calculated and reported on a calendar month basis. Availability is calculated as the actual Availability expressed as a percentage of the Scheduled Availability ( $\text{Availability \%} = ((\text{Actual Availability}) \div (\text{Scheduled Availability})) \times 100\%$ ). Only Outages associated with Severity Level 1 Incidents are considered for the purpose of the compliance calculation.
- b. "Business Hour" means a sixty (60) minute period of time within the Hours of Coverage.
- c. "Fees" means the fees for the SirionOne services.
- d. "Hours of Coverage" means the time period of Support Desk coverage as defined in each Call-Off Contract and Order Form.
- e. "Incident" means an unplanned interruption to SirionOne or a reduction in the quality of the SirionOne services. An Incident does not include:
  - i. Missing features;
  - ii. A design flaw if SirionOne are working as designed; and/or
  - iii. Issues which are attributable to the user's work environment and are not attributable to SirionOne.
- f. "New Release" means a new version of SirionOne software that either provides additional functionality or corrects a fault in the prior version.
- g. "Outage" means any disruption to the Availability of the SirionOne services.
- h. "Response Time" means the elapsed time from when an Incident is reported by a user and the time that Supplier contacts or attempts to contact the affected user to begin the resolution process.
- i. "Scheduled Availability" means the total period of time in a calendar month when SirionOne is scheduled to be available for use and shall exclude Scheduled Downtime.
- j. "Scheduled Downtime" means any planned Outage that is scheduled and communicated by Supplier to Buyer with not less than twenty-four (24) hours prior notice via email.
- k. "Severity Level" means the degree to which a Buyer user or users are impaired from performing their work as the result of an Incident. There are four Severity Levels:
  - i. Severity Level 1 – Production application down or major malfunction rendering SirionOne in an inoperative condition with no workaround available
  - ii. Severity Level 2 – Critical loss of application functionality or performance resulting in more than 50% of users unable to perform their normal functions
  - iii. Severity Level 3 – Moderate loss of application functionality or performance resulting in multiple users impacted in their normal functions
  - iv. Severity Level 4 – Minor loss of application functionality or product features
- l. "Support Desk" means the Supplier contact point for initiating a support request and otherwise communicating with Supplier regarding all support issues.

### II. SOFTWARE SUBSCRIPTION TERMS

- a. Right To Use Grant. Supplier shall grant to Buyer a non-exclusive, non-transferable limited right to

access, use and operate SirionOne as deployed in the Supplier hosting environment. The right to use grant to Buyer will be restricted to the management of specific contracts by the authorized users and for the term as specified in each Call-Off Contract and Order Form.

- b. Right To Use Restrictions. Buyer agrees not to:
- i. Disclose or make available to third parties who are not Buyer agents, consultants, or contractors any portion of SirionOne without Supplier's advance written permission;
  - ii. Copy or duplicate SirionOne without the involvement and prior written consent of Supplier, except as required for backup and archival purposes;
  - iii. Reverse engineer, decompile or disassemble SirionOne; or
  - iv. Modify or make derivative works of SirionOne.
- c. Additional Restrictions. Additional restrictions on the use of SirionOne may be agreed and will be set out in the Call-Off Contract and Order Form.

## II. SERVICE LEVELS AND SERVICE LEVEL CREDITS

### a. Service Levels

The performance measures listed below (collectively the "Service Levels") each have committed achievement levels that will be tracked and reported on a calendar month basis. SirionOne Availability is considered a Critical Performance Indicator ("CPI") and shall be subject to the Service Level Credit provisions as defined below. All other Service Levels shall each be considered a Key Performance Indicator ("KPI").

Critical Performance Indicator	Service Level Credit Provisions Commence	Service Level Target
SirionOne Availability	Second full month following commencement of the SirionOne services	99.8%

Monthly SirionOne Availability	Credit % of Imputed Monthly Fees
Above 99.5%	0
99.49% – 99.0%	5%
98.99% – 97.0%	10%
96.99% – 95.0%	20%
Below 95.0%	30%

KPI	Standard
Support Hours (Online)	24x7
Phone Support	NA
Number of Designated Contacts from Buyer	2 main and 2 alternates

KPI	Standard	
Severity Level	Response Time Target	Update Frequency
Severity Level 1	90% in 2 Business Hours	2 Hours
Severity Level 2	90% in 4 Business Hours	1 Business Day
Severity Level 3	90% in 1 Business Day	4 Business Days
Severity Level 4	NA	Monthly

b. Service Level Credits

Buyer shall request in writing (which includes email) any applicable Service Level Credits within thirty (30) days following the month in which a CPI default has occurred. Service Level Credits claimed shall be applied against future invoices, or if none because the Call-Off Contract and Order Form have terminated or expired then Supplier shall promptly pay the credit amount to Buyer. The Service Level Credits must be used within 12 months of Buyer's receipt of any such Service Level Credits, or else are forfeited unless the Agreement does not renew in which case Buyer shall be paid the credit amounts. If any Service Level Credit request is reasonably disputed by Supplier, Buyer and Supplier shall work together in good faith to resolve such dispute in a timely manner subject to the escalation procedure outlined in Call-Off Contract and Order Form.

c. Low volume of Incidents

Since the actual number of Incidents in a given Severity category in a given month may be low, the Buyer and Supplier agree that if there are less than ten (10) Incidents in a given category for that month, then the Incidents in that category for that month plus data for that same category for immediately prior months necessary to achieve a minimum of ten (10) Incidents shall be used in the compliance calculation.

### III. BUYER'S OBLIGATIONS

a. Buyer covenants that it will:

- i. Comply with all applicable laws in connection with its use of SirionOne, including but not limited to all applicable laws pertaining to mail fraud, access device fraud, identity theft, bank fraud, wire fraud, computer fraud and abuse, privacy protection, email fraud, spam, and the protection of trademarks and copyrights.
- ii. Keep the credentials (e.g. usernames and passwords) in connection with the use of SirionOne confidential and not disclose any such credentials to any third party. In addition, Buyer shall notify Supplier immediately upon the disclosure of any such credentials, and upon any termination of the engagement of any employees or agents of Buyer with knowledge of any such credentials, so that such credentials can be changed. Supplier is not responsible for:
  1. Buyer's access to the Internet;
  2. Interception or interruptions of communications through the Internet; or
  3. Changes or losses of data through the Internet.