

## **SERVICE LEVEL AGREEMENT**

### **TRAJECTORY GROUP INC., TRAJECTORY AMERICA INC. & TRAJECTORY GLOBAL SERVICES INC.**

**THE FOLLOWING SERVICE LEVEL AGREEMENT APPLIES TO ALL CUSTOMERS WITH AN EXPERTISE ON DEMAND SUBSCRIPTION IN GOOD STANDING WITH TRAJECTORY GROUP INC. AND/OR TRAJECTORY AMERICA INC. AND/OR TRAJECTORY GLOBAL SERVICES INC.**

This service level agreement (“SLA”) is a policy governing the provision of Services (as defined below) by the Service Provider to you, the customer (“**Customer**”) under the terms of the Master Services Agreement (the “**Master Services Agreement**”) between Trajectory Group Inc. and its affiliates (together, the “**Service Provider**”), and you, the Customer.

Unless otherwise provided herein, this SLA is subject to the terms of the Master Services Agreement and capitalized terms will have the meaning specified in the Master Services Agreement. The Service Provider reserves the right to change the terms of this SLA in accordance with the Master Services Agreement at any time. In the event of any conflict between this SLA and the Master Services Agreement, this SLA shall govern, but only to the extent necessary to resolve such conflict.

The terms of this SLA prevail over any of the Customer's general terms and conditions regardless of whether or when the Customer has submitted its request for proposal, order, or such terms. Provision of Services to the Customer does not constitute acceptance of any of the Customer's terms and conditions and does not serve to modify or amend these terms.

1. Service Levels. The Service Provider shall provide Services to the Customer as described in the “Expertise on Demand” Statements of Work, together with any Change Orders, entered into in accordance with the Master Services Agreement (the “**Services**”). The Service Provider will respond to requests for support (“**Support Requests**”) by the Customer concerning the Services within the scope of this SLA. All Support Requests shall be made through the Wrike Software portal (the “**Wrike**”) in accordance with, and subject at all times to, the terms and conditions governing the Wrike.

The Service Provider shall use commercially reasonable efforts to provide responses to Support Requests according to the terms specified in the “Expertise on Demand” Statements of Work or Change Orders, and any such dates and times shall be estimates only, subject to the parties' written agreement to revise such terms after the Service Provider's investigation of the requested service and consultation with the Customer. Any and all responses to Support Requests (each a “**Response**”) will be communicated solely through the Wrike and provided to the Customer with information, including but not limited to, a high-level summary of the issue, the categorization of such issue in accordance with the criteria set out in Section 3 hereof, any request for additional information and the proposed actions to be undertaken by the Service Provider, with the objective of resolving the Support Request.

2. Support Request. Any Support Request received by the Service Provider through Wrike shall be deemed to have been duly submitted, authorized, validated and approved. The Service Provider shall be under no obligation to provide a Response to any Support Request that is not submitted through the Wrike. The Service Provider will provide support only via the Wrike during the hours of 8:00AM to 6:00PM between Monday and Thursday, and 9:00AM to 1:00PM Friday Eastern Standard Time, *excluding* evenings, weekends and Canadian public holidays (“**Business Hours**”). The provisions of this SLA do not apply to any Support Request made outside of the prescribed Business Hours.

3. Levels of Priority. The Service Provider will utilize the following priority categorizations to categorize Support Requests:

Severity Level	Priority	Definition	Estimated Response Time
P1	<b>High</b>	System/Function/module outage and business operation directly impacted.  Functionality critical to the business is impacted and there is no workaround.	During Business Hours, the Service Provider will endeavor, using commercially reasonable efforts, to provide a Response to a Support Request within four (4) Business Hours.
P2	<b>Normal</b>	Issue has an impact on functionality or data and must be resolved to ensure the system functions as defined in the requirements specification.  The system remains available and there may be a workaround.	During Business Hours, the Service Provider will endeavor, using commercially reasonable efforts, to provide a Response to a Support Request within six (6) Business Hours.
P3	<b>Low</b>	Desired change that does not directly affect data or functionality but may be related to process or user interface or experience.	During Business Hours, the Service Provider will endeavor, using commercially reasonable efforts, to provide a Response to a Support Request within eight (8) Business Hours.
P4	<b>Low</b>	Cosmetic or wish-list item that has no material impact on currently specified functionality.	During Business Hours, the Service Provider will endeavor, using commercially reasonable efforts, to provide a Response to a Support Request within twenty-four (24) Business Hours.

4. Issue Escalation. The Customer may request that the “Severity Level” assigned by the Service Provider to an active Support Request be escalated if there are material changes in the impact of the Support Request on the business of the Customer, or if there is no Response from the Service Provider within one (1) Business Day in the case of a P1 or P2 Support Request. Notwithstanding the foregoing, the severity classification of any Support Request is in the sole discretion of the Service Provider

5. Customer’s Failure to Respond. The Service Provider may: (i) lower the priority of any task, if the Customer does not respond within one (1) week to a request for information or an update from the Service Provider; (ii) mark an issue as “Blocked”, if the Customer does not respond to a request for

information or an update from the Service Provider within two (2) weeks; and (iii) change the status of an issue to “Closed”, if the Customer does not respond to a request for information or an update from the Service Provider within four (4) weeks.

The Customer shall compensate the Service Provider on a time and materials basis for Service time expended or committed by the Service Provider (based on the Service Provider standard rates, as may be established from time to time) when working on Support Requests. In a like manner, the Customer will compensate the Service Provider for any other services requested or rendered, or made necessary due to the fault of the Customer, in connection with work on Support Requests created in Wrike.

6. Systems Availability. Service unavailability resulting from Systems Unavailability will not be included in the “Estimated Response Time” calculation. For the purposes hereof, “**Systems Unavailability**” is defined as the Service Provider’s inability to connect to systems associated with the applicable Support Request, including, but not limited to, Oracle-NetSuite, Wrike, Google Drive, and Dell-Boomi.

7. Exclusive Remedy. Unless otherwise provided in the Master Services Agreement (including any accompanying Statement of Work or Change Order), Customer’s sole and exclusive remedy for any unavailability, non-performance, or other failure by the Service Provider to provide a Response is the receipt of a service credit (if applicable) in accordance with the terms of Section 11 of the Master Services Agreement.

8. Exclusions. The obligations of the Service Provider under this SLA shall not apply to any unavailability, suspension or termination of the Services (or any part thereof), or other performance issues arising from (a) a suspension or termination of the Services (or any part thereof) under the Master Services Agreement; (b) caused by factors outside of the Service Provider’s reasonable control, as set forth in Section 23 (Force Majeure) of the Master Services Agreement, or Systems Unavailability as set out in Section 6 of this SLA; or (c) any actions or inactions of the Customer or any third party, including the Customer’s failure to respond as set out in Section 5 of this SLA.