

PRN Service Level Agreement

Last updated: May 17, 2023

This Service Level Agreement (this "SLA") is incorporated into the Client Service Agreement by and between PRN and Client, as such SLA may be amended from time to time.

*Client must provide PRN personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable PRN to perform under this SLA, including reasonable access to Client's systems and, if PRN's personnel will be onsite, a safe and adequate working environment.

Customer Support: PRN will provide Client with customer support as set forth in the Order Form during PRN's normal business hours except during any circumstances beyond its reasonable control or scheduled or unscheduled emergency maintenance. Any customer support provided to Client is PRN's standard customer support, and additional customer support beyond PRN's standard customer support will be provided only pursuant to a mutually agreed upon amendment to an Order Form or a separate Order Form. Any such other customer support will be billed at PRN's then-current, times and materials commercial rates.

Platform Interruptions: PRN will communicate via email or text message, unless otherwise agreed upon in writing. Client will provide contact names, email addresses, and phone numbers for PRN to use for communication.

In support of the services covered by this SLA, PRN will use commercially reasonable efforts to respond to service-related incidents and requests within the following time frames:

Request Priority Description Level		Time to Respond
Severe	Service is unavailable or a substantial subset of functionality is unavailable without a workaround, security issues, or data integrity issues.	2 hours
High	Intermittent issues, issues with system performance, and issues with available workarounds.	4 hours
Medium	Any other bugs and issues that are not considered as Severe and High.	2 business days
Low	Enhancements, tech questions	4 business days

Client shall submit requests with the priority level specified; however, PRN reserves the right to reasonably increase or decrease the priority level in its sole discretion. PRN will use commercially reasonable efforts to resolve all requests promptly but cannot guarantee a time to resolution due to the inherent variability in effort and corresponding time required to resolve issues. PRN will communicate resolution efforts with the Client in a timely manner and consistent with its communication protocol.

Uptime: PRN targets a 99.9% Platform uptime, calculated monthly (the "Uptime Target"). Uptime Target excludes all delays, disruptions, suspensions, or otherwise adverse effects to the Platform caused by a Service Exemption (as defined below).

Maintenance Events: From time to time, PRN or its hosting provider may perform repairs, replacements, upgrades, updates, patches, fixes, or other maintenance which may delay, disrupt, suspend, or otherwise affect availability of the Platform (each a "Maintenance Event"). PRN will use commercially reasonable efforts to attempt to minimize the impact of Maintenance Events but will have sole discretion in determining the need for, and scope of, any Maintenance Event.

Service Exemptions: A "Service Exemption" is deemed to occur when unavailability, delay, disruption, or downtime to the Platform is directly or indirectly caused by:

- A scheduled or planned Maintenance Event;
- Factors outside of PRN's reasonable control;
- Use of the Platform in violation of the Client Service Agreement by and between PRN and Client or this SLA;

- Force Majeure Events, including without limitation, acts of war, acts of God, natural disaster, pandemic, health crisis, government act, utility outages, denial of service attacks, failure of communication lines and/or the Internet, and the occurrence of vulnerabilities or exploits which could not have been avoided with commercially reasonable care;
- Client's systems;
- Third party service or equipment (including software or technology) malfunctions;
- Combination, operation, or use of the Platform in or with any technology (including any software, hardware, firmware, system, or network) or service not provided by PRN;
- Client or any third party's negligence, abuse, misapplication, misuse, or manipulation of or damage to the Platform (including the Technology) or any of Client's materials or Client's systems in any respect; or
- Use of older versions of web browsers or operating systems or platforms.

Service Credits: If the Monthly Uptime Percentage fails to meet PRN's service commitment as defined herein, Client will be eligible to receive a Service Credit, outlined below:

Monthly Uptime Percentage	Service Credit
99.5% or above	None
Between 99.0% and 99.5%	10% of monthly service charges or \$10,000, whichever is smaller
At or below 99.0%	25% of monthly service charges or \$10,000, whichever is smaller

This SLA and the Service Credits provided hereunder are the Client's sole and exclusive remedy for any Platform Interruptions. To receive a Service Credit, Client must submit a claim by emailing **support@dosespot.com**. To be eligible, the credit request must be received by PRN within by the end of the second billing cycle after which the incident occurred and must include:

- **"SLA Credit Request"** in the subject line
- Dates and times of each Platform Interruption incident that Client is claiming.
- Logs that document the errors and corroborate Client's claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by PRN and is less than the Uptime Target, then PRN will issue the Service Credit to Client within one billing cycle following the month in which request is confirmed by PRN. Client's failure to provide the request and other information as required above will disqualify Client from receiving a Service Credit.