

SUPPORT AND AVAILABILITY POLICY

This Support and Availability Policy (“**Support Policy**”) governs Performio’s provision of support services (“**Support Services**”) and service level availability pertaining to the Services made available under the terms of Subscription Agreement (“**Agreement**”) between Performio and the Customer. This Support Policy is subject to change in accordance with the Agreement, provided that such changes will not result in a material reduction in the Support Services or level of availability of the Services during the purchased Subscription Term. Capitalized terms not otherwise defined in this Support Policy shall have the meanings ascribed to them in the Agreement.

- 1. Definitions.** For the purposes of this Support Policy, capitalized terms shall have the meanings set forth in this Section:
 - 1.1. “Error”** means a failure of the Service to conform to the specifications set forth in the Documentation, resulting in the inability to use, or material restriction in the use of the Service.
 - 1.2. “Problem Support Request”** means the type of request form, located in the Customer Support Center, which Customer is required to complete to request Support Services in the event that the Customer is experiencing an Error.
 - 1.3. “Update”** is a Service release that Performio makes generally available to all Performio customers, along with any corresponding changes to Documentation. An Update may be an Error correction, bug fix, or workaround; or it may be an enhancement, new feature, or functionality.
 - 1.4. “Availability” or “Available”** means, subject to the terms of this Support Policy, that Authorized Users are able to access the Service.
 - 1.5. “Availability Target”** means 99.9%.
 - 1.6. “Actual Availability Percentage”** means the percentage calculated monthly in accordance with the Availability Target section below.
 - 1.7. “Actual Uptime”** means the total number of minutes in the calendar month during which the Service was Available, excluding Scheduled Downtime and Excluded Events in the calendar month.
 - 1.8. “Scheduled Downtime”** means the total number of minutes in the calendar month during which the Service is not Available due to scheduled or announced Service or system maintenance.
 - 1.9. “Excluded Events”** means any time that the Services are not Available due to: (a) emergency circumstances that are outside of Performio’s reasonable control, including where downtime is required due to a significant threat to the normal operation of the Service, the operating infrastructure, the facility from which the Services are provided, or otherwise relating to access to or the integrity of Customer Data (e.g., a critical vulnerability, virus, hacker, malware or denial of service attack); (b) any Scheduled Downtime; (c) Customer’s lack of availability or delay in responding to incidents that require Customer participation for source identification and/or resolution, including meeting Customer responsibilities for the Service; (d) any third-party services and solutions that Customer elected to integrate with the Service or uses to connect such third-party services and solutions to the Service, including single sign-on services, APIs, NetSuite solutions, Salesforce solutions, and any connectors connecting to any such third-party integrations; (e) any unavailability of trial or beta Services; (f) unavailability caused by Customer or Authorized Users; (g) any malicious acts of a third party; or (h) Customer’s, any Authorized Users’ or third party’s hardware, software, or network conditions.
- 2. Support Services.** Standard Support is included in the Services (without additional fee), as further defined in this Section. Performio may provide Premium Support Services for an additional fee (as described in the Order Form). The difference between Standard Support and Premium Support Services is described below. Support Services become available on the start date of the applicable Subscription Term and end upon the expiration or termination of the applicable Subscription Term. Performio will provide Support Services to Customer through its support portal or via email (“**Customer Support Center**”). Access to the Customer Support Center is limited to Customer’s Authorized Users (and Performio reserves the right to limit support contacts). Performio shall provide the Support Services in accordance with the purchased Support Services level defined below. If the Order Form does not specify the purchased Support Services level, the Standard Support level shall apply.
 - 2.1. Standard Support:** Customer shall have access to Customer Support Center Monday through Friday, 8:30 a.m. to 5:30 p.m. (time zone set forth below) excluding national and public holidays followed by the Customer Support Center.



2.2. Premium Support Services: Customer shall have access to Customer Support Center 24x7.

2.3. Time Zone. Support Services will be provided in Pacific Time zone for Customers located in North America, and in the Australian Eastern time zone for Customers located in the rest of the world. Support Services will be provided in English language only. Customer’s location for purposes of time zone allocation for Support Services is based on Customer’s Shipping Address provided in the Order Form.

2.4. Response Times. Performio will respond to Customer’s support requests based on the severity response times below (severity as determined by Performio). Performio will use commercially reasonable efforts to respond to support tickets in a manner that reflects the urgency of the request. The target response and workaround/resolution activities described below may include any of the following: Update, software modification or additions, workaround, hotfix, service release, procedure, routine, or configuration changes that may solve, bypass, or eliminate the practical adverse effect of an Error or an action plan to address the identified issue in the submitted support ticket. Performio will use reasonable efforts to meet the target times, set forth in the table below, for the purchased Support Services level from the date and time that Performio first becomes aware of the Error.

	Definition	Basic Support Services	Premium Support Services
Critical Severity (Level 1)	No Authorized Users may access the Service.	Response Time	Response Time
	Performio will promptly: (i) assign a specialist to correct the identified Error or request in the submitted support ticket; (ii) provide ongoing communication on the status of the resolutions; and (iii) diligently work to provide resolution to Performio’s best efforts.	2 business hours	1 hour
			Target Resolution Time
24 hours			
Severity High (Level 2)	Error that affects Customer’s ability to meet payroll deadlines within the next two business days, or where majority of the Authorized Users may not access the Services; critical business obligations cannot be met due to delays caused by failure to import or perform necessary calculations correctly and such failures are due to Error in the Service. Performio will promptly: (i) assign a specialist to correct the identified Error or request in the submitted Support Ticket; and (ii) provide additional necessary technical support services as determined by Performio.	Response Time	Target Response Time
		4 business hours	2 hours
			Target Resolution Time
48 hours			
Medium Severity (Level 3)	Error that affects Customer’s business or that may likely cause Customer to fail to meet payroll deadline due after two business days, a majority of the Authorized Users cannot access the Services, the Error causes delays or incorrect calculations; or causes failures to import Customer Data. Performio will promptly: (i) assign a specialist to correct the identified Error or request in the submitted Support Ticket; and (ii) provide additional necessary technical support services as determined by Performio.	Response Time	Response Time
		1 business day.	3 hours
			Target Resolution Time
5 business days			

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Critical Severity (Level 1)	No Authorized Users may access the Service. Performio will promptly: (i) assign a specialist to correct the identified Error or request in the submitted support ticket; (ii) provide ongoing communication on the status of the resolutions; and (iii) diligently work to provide resolution to Performio’s best efforts.	Response Time	Response Time
		2 business hours	1 hour
			Target Resolution Time
			24 hours
Low Severity (Level 4)	Any Error reported by Customer where a single authorized User may not access the Service; the Service has very slow response time or does not perform as expected, although the calculations are correct; and the Error has limited business impact.	Response Time	Response Time
		2 business days	4 hours
			Target Resolution Time
			The time period provided by Performio after submitting Support Ticket

3. Service Level Availability.

3.1 Availability Target. Performio will use commercially reasonable efforts to make the Service Available to Customer 24 hours a day, 7 days a week, 365 days a year, excluding Scheduled Downtime and Excluded Events, and as otherwise set forth in the Agreement and this Support Policy. Availability is measured monthly and calculated as follows: $(\text{Total Minutes minus Downtime}) / (\text{Total Minutes minus Scheduled Downtime and Excluded Events}) * 100 = \text{Actual Availability Percentage}$. For purposes of this calculation, “Total Minutes” means the total number of minutes in the applicable calendar month, and “Downtime” means the total number of minutes in the applicable calendar month during which the Service is not Available, excluding Scheduled Downtime and Excluded Events.

3.2 Calculations. All Scheduled Downtime and downtime caused by other Excluded Events will be rounded up or down to the nearest one-minute increment, with increments equal to or greater than thirty (30) seconds being rounded up to the next minute. Final determinations of the length of the cumulative periods of Scheduled Downtime, Excluded Events and Downtime over a calendar month shall be based on Performio’s internal monitoring and records.

3.3 Service Level Credits. If Customer submits a claim with sufficient detail showing that Availability in a particular month is less than 99.9%, Performio will verify such claim using its monitoring data and records and, if accurate, Customer shall be entitled to receive, as its sole and exclusive remedy, a credit against future Fees (or a refund if no future Fees are payable) equal to the following amounts:

Service Availability	Service Level Credit
Less than 99.9% but greater than or equal to 99.0%	2% of Customer’s Subscription Fees for the calendar month
Less than 99.0% but greater than or equal to 95.0%	5% of Customer’s Subscription Fees for the calendar month
Less than 95%	10% of Customer’s Subscription Fees for the calendar month

3.4 Claims. All requests for credits under this Support Policy must (i) be submitted via the Customer Support Center or by email to support@performio.co, (ii) include sufficient detail pertaining to the alleged unavailability to permit Performio to investigate, including dates, times, and duration of the claimed unavailability, and (iii) be received by Performio within thirty (30) days after the end of the calendar month during which the credit accrued. Any claim not submitted in accordance with this section shall be deemed waived. All claims are subject to verification by Performio using its internal monitoring and records.