

PakEnergy Service Level Agreement Cloud-Based Services

1. Service Level Agreement Overview

This Service Level Agreement (SLA) shall apply to the Cloud Services provided by PakEnergy:

- Pak Accounting Anywhere (formerly WolfePak Anywhere)
- Pak Land (formerly LandVantage)
- Pak Transportation (formerly Welltrax)
- Pak Production (formerly Scout FDC)
- Pak Intelligence
- Pak Exchange
- Pak Documents (formerly DocVue)

PakEnergy shall provide secure and available access to PakEnergy Cloud Services at the level documented in this SLA. PakEnergy makes every possible endeavor to provide customers with constant access to PakEnergy's Cloud Services. The SLA also contains the provisions on the rights and remedies for customers that experience a service interruption as a result of a failure of PakEnergy's Cloud Services.

2. Definitions

For the purpose of this SLA, the terms in bold below are defined as follows:

- **“Available” or “Availability”** means when the customer has access to the PakEnergy Cloud Services provided by PakEnergy, subject to the exclusions defined under “Downtime” below.
- **“PakEnergy Cloud”** means the applications and cloud environment within PakEnergy's sphere of control.
- **“Business Days”** means Monday to Friday excluding PakEnergy US Company Holidays (Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas and New Year's Day).

- **“Downtime”** means the total number of minutes, outside Scheduled and Regular Maintenance periods, that the customer cannot access a PakEnergy Cloud Service. The calculation of Downtime excludes time that the customer is unable to access the PakEnergy Cloud Service due to any of the following:
 - Scheduled Downtime
 - Customer’s own internet service provider
 - Force majeure event
 - Any systemic internet or cloud-provider failures
 - Any failure in the customer’s own hardware, software or network connection
 - Customer’s bandwidth restrictions
 - Customer’s acts or omissions
 - Anything outside of the reasonable control of PakEnergy
- **“Emergency Maintenance”** is any maintenance by PakEnergy of which the customer has less than 5 Business Days’ advance notice. PakEnergy may schedule Emergency Maintenance if it is deemed necessary to avoid any immediate threat to the environment or customer sites. Maintenance Notifications will be sent to the customer’s support contact as defined by the customer.
- **“Failover Tests”** means testing of mission-critical systems which may be performed in order to ensure that PakEnergy maintains the highest level of preparedness. These tests will fall outside the weekly maintenance window and the customer will be informed at least 20 Business Days in advance. During the failover testing, customers will experience brief periods of system unavailability.
- **“Maintenance Notifications”** means communication from PakEnergy, via an email to the customer’s designated support contact, regarding the date and time that PakEnergy intends to make the PakEnergy Cloud Service un-available. The customer understands and agrees that there may be instances where PakEnergy needs to interrupt the PakEnergy Cloud Service without notice in order to protect the integrity of the PakEnergy Cloud Service due to security issues, virus attacks, spam issues or other unforeseen circumstances.
- **“Maintenance Time”** means the time period during which the PakEnergy Cloud Service may not be available each week so that PakEnergy can perform routine maintenance as needed to maximize performance.
- **“Persons Authorized to Issue Instructions”** refers to a main and a backup representative of the customer responsible for receiving communications from PakEnergy and authorized under the Data Processing Agreement to issue instructions.

PakEnergy must be informed promptly, at least by email, in the event of personnel changes, including when staff leave or change roles.

- **“Regular Maintenance”** means maintenance performed as PakEnergy strives to ensure the highest level of availability for all customer sites. To do so, regular maintenance may require PakEnergy to take systems offline for brief periods of time in order to implement Updates, Releases or changes. PakEnergy reserves the right to carry out Regular Maintenance once per week outside of Business Hours.
- **“Response Time”** means the time period until PakEnergy’s confirmation of the reported defect, from receipt of the information required from the customer for PakEnergy’s support team to begin resolution and open a support ticket in PakEnergy’s systems. After receiving a report of a defect, PakEnergy shall use an appropriate method to provide the customer with a progress update.
- **“Recovery Point Objective”** or **“RPO”** means the maximum period contractually permitted under Section 4.C in which data stored or transmitted in the PakEnergy Cloud might be lost.
- **“Recovery Time Objective”** or **“RTO”** means the duration of time within which the PakEnergy Cloud Service must be restored once it becomes un-Available.
- **“Scheduled Maintenance”** shall be understood here to mean maintenance which occurs when PakEnergy detects an issue in the PakEnergy Cloud environment that requires action to avoid unscheduled maintenance in the future. PakEnergy reserves the right to schedule extended maintenance of the PakEnergy Cloud environment impacting on the PakEnergy Cloud Service with a minimum of 5 Business Days’ notice provided to the customer unless certain circumstances preclude PakEnergy from doing so, such as an external vendor issuing a change control to PakEnergy with less than 5 Business Days’ notice. All Scheduled Maintenance will take place outside of Business Hours.
- **“Service Level Credit”** means a credit applied to the customer’s invoice in the invoice period following successful confirmation by PakEnergy of affected PakEnergy Cloud Service metrics.
- **“Total Monthly Minutes”** means the number of days in the month multiplied by 1,440 minutes per day.

3. Customer Responsibilities

It is the customer's responsibility to ensure that it meets the following obligations to cooperate and that it does so at no cost to PakEnergy:

- Have an internet connection with adequate bandwidth;
- Use an internet browser in accordance with the Software's minimum requirements;
- Report all incidents or issues to the Support Helpdesk promptly;
- Use anti-virus software with definitions updated daily at a minimum;
- Make every effort to be available to PakEnergy during the resolution of a service-related incident or a request.

4. Support Levels

A. Term

This SLA shall apply to the PakEnergy Cloud Service for the duration of the contract for a PakEnergy Cloud Service.

B. Cloud Services Availability

PakEnergy's Service Level Uptime target is 99.9% availability. Availability is calculated using the following formula:

$$A = (T - M - D) / (T - M) \times 100\%$$

A = Availability

T = Total Monthly Minutes

M = Scheduled Downtime

D = Downtime

Scheduled and Regular Maintenance do not constitute un-Availability and are not included in the Availability calculation.

C. Recovery

The following table defines PakEnergy's Recovery Time and Point Objective:

Service Level	Time
Recovery Time Objective (RTO)	4 hours
Recovery Point Objective (RPO)	1 hour

D. Service Level Credits

If PakEnergy cannot meet the Availability specified in this SLA for reasons for which it is responsible, PakEnergy shall provide customers with a 100% credit note (Service Level Credit) for every full hour of un-Availability, provided that the customer complies with the requirements set out in Section 4.E. The credit is calculated from the time of outage until the PakEnergy Cloud Service is Available again. PakEnergy will issue a credit equal to 100% of the PakEnergy Cloud Service costs per hour. Service Level Credits shall be offset against any claim for loss or damage caused by the customer.

E. Recovery

The customer's remedy and the procedure for claiming the Service Level Credits under Section 4.D. shall apply if (1) PakEnergy fails to meet the agreed availability figures referred to above and (2) the customer cumulatively complies with the following requirements:

- There must be a support ticket documenting the reported un-Availability within five (5) Business Days of the end of the service interruption;
- There are no invoice amounts on the customer's account on which the customer is in default;
- The customer must notify PakEnergy at least by email within five (5) Business Days by opening a support ticket and providing the following details together:
 - List the individual functional areas of the PakEnergy Cloud Service that were affected;
 - List the date and time the Downtime occurred;
 - List usernames and email addresses affected by the Downtime;
 - List an estimate of the amount of actual Downtime in minutes;
 - Ticket number of the documented incident.

5. Software Maintenance Services

- PakEnergy continually analyzes the Software to find potential for improvement, enhanced security, expanded functionality, and greater user-friendliness. Suggestions by the customer will be analyzed and incorporated into the functionality of the Software at the discretion of PakEnergy.
- Enhancements of the Software (Releases) shall be made available to the customer from time to time. All functionality added by a Release shall be governed by the terms of this SLA and included in the subscription costs.
- PakEnergy supports older Releases for a minimum of six months after a new Release is available. After six months, any issues may be resolved by a fix or an upgrade to a newer Release at PakEnergy's discretion.
- In the event of a Software fault, the customer can contact the Support Helpdesk under defined conditions (see section entitled "6 Support Helpdesk").
- If a security vulnerability is found which does not constitute a defect, PakEnergy will make every reasonable effort, within the limits of its operational capability, to fix the vulnerability on all affected Releases not older than 2 years. If such a fix is not possible in an older Release, PakEnergy may insist that vulnerable systems are upgraded at short notice to mitigate the security risk.

6. Support Levels

A. Service Scope

The PakEnergy Support Helpdesk provides technical support and help on all PakEnergy products and services. It can be reached via email, phone or web portal during the hours stated under 6.B and under the following conditions.

The following aspects are covered by the Support Helpdesk:

- System service interruption/outage;
- System service updates/maintenance;
- System service behavior that is not in line with what the customer's users expect;
- Support regarding functionality.

The following aspects are NOT covered by the Support Helpdesk:

- Requests from third-party provider(s) of the customer;
- Networks, devices, servers and workstations managed by the customer;
- Requests regarding configuration and customization of PakEnergy products and services.

B. Availability (Service Times)

The PakEnergy Support Helpdesk is available to employees of customers on Business Days via email and phone:

E-mail: support@pakenergy.com

Phone: +1 844 519 9467

PakEnergy's Support Helpdesk is available from 8am to 5pm US Central Time unless Extended Support Hours are specified in the Product Order Form.

C. Support Helpdesk Response Time

The Support Helpdesk Response Time is defined as the time from when the customer enters the request into the PakEnergy ticketing system or from when PakEnergy receives an email from the customer to the time when PakEnergy replies and starts working on the request. The Response Time is calculated based on the Service Times defined under 6.B. The maximum Response Times vary depending on the severity of the incident; the priority for resolution is determined by PakEnergy when evaluating the customer’s request:

Priority for Resolution	Description of Fault	Response Time
High	Use of the Software or substantial parts thereof or complete processes is impossible (e.g. login is not possible, or payments cannot be approved)	1 hour
Medium	Use of the Software is substantially impaired, but basic use is possible (e.g. certain reports are not functional, a calculation is not correct, or there are issues inputting transactions)	8 hours
Low	The PakEnergy Cloud Service is available but exhibits minor problems not affecting the result (e.g. modules are available, but there are minor effects such as performance problems, graphics are not positioned correctly, or there are issues with displaying data)	At PakEnergy’s Discretion