SAKON'S HOSTING SUPPORT AND SERVICE AVAILABILITY ADDENDUM (HSSA)

In the course of providing Sakon's Software-as-a-Service and managed services to Customers in accordance with an addendum, agreement, contract, order, or any other contractual agreement between the parties (hereinafter, an "Agreement"), the parties adopt this Hosting Support and Service Availability Addendum (hereinafter "HSSA"), agree to be bound by it terms and conditions, and incorporate it into their respective Agreement by reference.

Sakon and Customer agree that signatures on this HSSA are not necessary and that their signatures on the Agreement, which adopts and incorporates this HSSA (as well as its appendices, addenda, and exhibits), shall suffice to bind them to the terms, conditions and obligations set forth herein.

Sakon's Software-as-a-Service ("Hosted Service") is based on a multi-tenanted operating model that applies common, consistent management practices for all Customers using the Hosted Service. This common operating model allows Sakon to provide the high level of service reflected in our business agreements. This document communicates Sakon's Hosting Support and Service Availability policy ("HSSA") with its Customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in a master agreement.

1.   Technical Assistance Terms.

Sakon will provide Customer with technical assistance in accordance with this HSSA.

2.   Hosted Service Availability.

Sakon's Hosted Service Availability commitment for a given calendar month is 99.5%. Hosted Service Availability is calculated per month as follows:

A.   Hosted Service Availability:

Hosted Service Availability = (Uptime Minutes – Unplanned Outage) / Uptime Minutes

B.   Where:

Uptime Minutes = Total Minutes - Planned Maintenance

Total minutes = the total minutes in the month

Planned Maintenance = the total minutes of planned maintenance in the month

Unplanned Outage = total minutes unavailable in the month outside of the Planned Maintenance window

3.   Planned Maintenance. Sakon's planned maintenance schedule is:

A.   Schedule:

Weekly – Four (4) hours, beginning at 10pm (Eastern) on Fridays
Monthly – Four (4) hours, beginning at 2:00am (Eastern) on the first Saturday

Quarterly – Four (4) hours, beginning at 6:00am (Eastern) on the first Saturday

Feature Release – Twenty-four (24) hours, as scheduled

    B.   **Considerations:**

All times are subject to change upon reasonable notice. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month. The measurement point for Hosted Service Availability is the availability of the Sakon Production Service at the Sakon production data center's Internet connection points. Customer may request an availability report not more than once per month.

4.   **Sakon Feature Release and Hosted Service Update Process.**

Periodically, Sakon introduces new features in the Sakon Hosted Service with enhanced functionality across Sakon applications. Features and functionality will be made available as part of a major feature release ("Feature Release") or as part of weekly Planned Maintenance ("Hosted Service Updates"). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased at Sakon 's discretion. Feature Releases will take approximately twenty-four (24) hours to update which will require the Hosted Service to be taken down for some or all of that time and is considered Planned Maintenance. Feature Releases will be performed during a weekend following any Planned Maintenance.

5.   **Hosted Service Response.**

Sakon's Hosted Service Response commitment is: (i) not less than 50% of (online) transactions in five (5) seconds or less and (ii) not more than 10% in ten (10) seconds or more. Hosted Service Response is the processing time of the Sakon Production Service in the Sakon production data center to complete transactions submitted from a web browser. This Hosted Service Response commitment excludes requests submitted via Sakon Web Services and ReportDownloads.
The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Sakon Production data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month.

6.   **Disaster Recovery.**

Sakon will maintain a disaster recovery plan for the Sakon Production Service. Sakon commits to a recovery time objective of twelve (12) hours measured from the time that the Sakon Production Service becomes unavailable until it is available again. Sakon will test the disaster recovery plan once every 12 months and will make available a written summary of the results of the most recent test to Customers.

7.   **Case Submittal and Reporting.**

Customer's Named Support Contacts may submit cases to Sakon Support via the Sakon Service

Desk. Named Support Contacts must be trained on the Sakon product(s) for which they initiate support requests. Each case will be assigned a unique case number. Sakon will respond to each case in accordance with this HSSA and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution to the issue.

8.   Severity Level Determination.

Customer shall reasonably self-diagnose each support issue and recommend to Sakon an appropriate Severity Level designation. Sakon shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Sakon Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

9.   Support Issue Production Severity Levels - Response and Escalation.

Response Time is the period from the time the Production case was logged in the Customer Center until Sakon responds to Customer and/or escalation within Sakon, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

A.   Severity Level 1:

- Definition: The Sakon Hosted Service is unavailable for all users or a Sakon issue prevents payroll or tax processing and/or financials quarter-end or year-end close processing.
- Sakon Response Commitment: Sakon will respond within one (1) hour of receipt of case.
- Resolution: Sakon will work to resolve the problem until the Hosted Service is returned to normal operation. Customer will be notified of status changes.
- Escalation: If the problem has not been resolved within one (1) hour, Sakon will escalate the problem to the appropriate Sakon organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

B.   Severity Level 2:

- Definition: The Sakon Hosted Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
- Sakon Response Commitment: Sakon will respond within one (1) hour of receipt of case.
- Resolution: Sakon will work to resolve the problem until the Hosted Service is returned to normal operation. Customer will be notified of status changes.
- Escalation: If the problem has not been resolved within four (4) hours, Customer may

request that Sakon escalate the problem to the appropriate Sakon organization where the escalated problem will have higher priority than ongoing development or operations initiatives.

- <u>Customer Response Commitment</u>: Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

C. **Severity Level 3:**

- <u>Definition</u>: The Sakon Hosted Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
- <u>Sakon Response Commitment</u>: Sakon will respond within four (4) hours of receipt of case.
- <u>Resolution</u>: If resolution requires a Sakon bug fix, Sakon will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- <u>Escalation</u>: If progress is not being made to Customer's satisfaction, Customer may request that Sakon escalate the problem to the appropriate Sakon organization
- <u>Customer Response Commitment</u>: Customer will respond to Sakon requests for additional information and implement recommended solutions in a timely manner.

D. **Severity Level 4:**

- <u>Definition</u>: The Sakon Hosted Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
- <u>Sakon Response Commitment</u>: Sakon will respond within twenty-four (24) hours of receipt of case.
- <u>Resolution</u>: If resolution requires a Sakon bug fix, Sakon will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- <u>Escalation</u>: Customer may request that Sakon escalate the problem to the appropriate Sakon organization.
- <u>Customer Response Commitment</u>: Customer will respond to Sakon requests for additional information and implement recommended solutions in a timely manner.

E. **Severity Level 5: (Including Customer Care and Operations Requests):**

- <u>Definition</u>: Non-system issues such as Named Support Contact changes, requests for HSSA reports or business documents, etc. Questions about configuration and functionality should be addressed to the Customer Community. If necessary, to open a Support case requesting assistance, Severity 5 should be used.
- <u>Sakon Response Commitment</u>: Sakon will respond within twenty-four (24) hours of receipt of case.
- <u>Resolution Commitment</u>: Sakon will respond to request. Customer will be notified of status changes.
- <u>Escalation</u>: Customer may request that Sakon escalate the problem to the appropriate

Sakon organization.

- Customer Commitment: Customer wil1 respond to Sakon requests for additional information in a timely manner.

10.   Sakon Support Scope.

Sakon will support functionality that is developed by Sakon and under its direct control. For all other functionality, and/or issues or errors in the Sakon Hosted Service caused by issues, errors and/or changes in Customer's information systems and/or third-party products or services, Sakon may assist Customer and its third-party providers in diagnosing and resolving issues or errors. However, Customer acknowledges that these matters are outside of Sakon's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) force majeure events shall be excused.

11.   Sakon Web Services API Support.

Sakon recommends using the most recent version of the Sakon Windows Web Services (WWS) APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. End-of-life announcements will be made not less than eighteen (18) months before the end-of-life of each WWS API. Backward compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Sakon introduces new WWS API versions. Except for backward-compatibility updates, prior versions of WWS APIs are not enhanced.