

## CAKE SUPPORT SERVICES TERMS AND CONDITIONS ("SLA")

To the extent an Order Form sets forth support services for the Platform, the following terms will apply so long as they are consistent with Company's standard support services and Customer is in full compliance with such agreement, including payment obligations.

**SUPPORT SERVICES.** Company shall use commercially reasonable efforts to provide for Customer:

- Access to a center capable of receiving information from Customer through telephone, electronic mail, other electronic service(s) supported by Company (e.g., Slack), and a customer support website ("Technical Support") during Business Hours.
- Access to Technical Support for individuals designated by Customer to Company in writing to have such access ("Authorized Contact Persons"). All inquiries to Technical Support must be made by an Authorized Contact Person.
- Platform updates and upgrades (including service packs and hot Fixes) that Company, in its discretion, makes generally available without additional charge.
- Access to all documentation for the Platform (including without limitation basic and advanced documentation).

**TARGET RESPONSE TIMES.** Company shall use commercially reasonable efforts to respond to reported Errors within the following target timeframes.

Error Severity Level	Target Response Time
Severity 1 Errors	3 Hours
Severity 2 Errors	4 Business Hours
Severity 3 Errors	12 Business Hours

**ERROR SEVERITY LEVELS.** Following the initial Response as set forth above, Company shall exercise commercially reasonable efforts to correct any Error reported by Customer in the current unmodified release of the Platform in accordance with the Severity level reasonably assigned to such Error by Company.

- **Severity 1 Errors.** Company shall promptly commence the following procedures: (i) assign Company engineers to investigate the Error; (ii) provide Customer with periodic reports on the status of the investigation; and (iii) initiate work to provide Customer with a Workaround or Fix.
- **Severity 2 Errors.** Company shall exercise commercially reasonable efforts to include the Fix for the Error in the next regular Platform maintenance release.
- **Severity 3 Errors.** Company may include the Fix for the Error in a future release of the Platform.

Customer is responsible for providing sufficient information to allow Company to readily reproduce all reported Errors. Company will notify Customer if it believes a problem reported by Customer may not be due to an Error in the Platform.

**EXCLUSIONS.** Company shall have no obligation to support: (i) an altered or damaged Platform or any portion of the Platform incorporated with or into other software; (ii) other than the then current release or immediately Previous Sequential Release of the Platform; (iii) Platform problems caused by Customer's negligence, abuse, or misapplication, use of the Platform other than as specified in Company's documentation or other causes beyond the control of Company; or (iv) installation of the Platform on any hardware that is not supported by Company. Company shall have no liability for any changes in Customer's hardware which may be necessary to use the Platform due to a Workaround or update.

### DEFINITIONS.

- "Business Hours" means 9:00 AM to 5:00 PM Eastern Time, Monday through Friday, excluding federal holidays.
- "Error" means an error in the Platform which significantly degrades the Platform as compared to Company's published performance specifications.
- "Fix" means the repair or replacement of object or executable code of the Platform to remedy an Error.
- "Previous Sequential Release" means the release of the Platform which has been replaced by a subsequent release of the Platform. Notwithstanding anything else, a Previous Sequential Release will be supported by Company only for a period of six (6) months after release of the subsequent release.
- "Response" means communication from Company to Customer acknowledging that an Error has been reported and describing Company's plan for remedying such Error.
- "**Severity 1 Error**" means an Error that renders the Platform inoperative for production or causes the Platform to fail catastrophically and has no known Workaround.
- "**Severity 2 Error**" means an Error that substantially degrades the performance of the Platform or materially restricts Customer's use of the Platform.
- "**Severity 3 Error**" means an Error that causes only a minor impact on the performance of the Platform or Customer's use of the Platform.
- "**Workaround**" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Platform.

**THESE TERMS AND CONDITIONS DEFINE A SERVICE ARRANGEMENT AND NOT A PRODUCT WARRANTY. THE PLATFORM, INFRASTRUCTURE, AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THESE TERMS AND CONDITIONS DO NOT CHANGE OR SUPERSEDE ANY TERM OF ANY SUCH AGREEMENT.**