

## EXHIBIT A.1 - SUBSCRIPTION SERVICES GUIDE

### 1. SUPPORT

COMPANY will provide support for the Subscription Services as set forth in the CUSTOMER Support Policy attached to this Subscription Services Guide as Exhibit A.2 and incorporated herein by reference. The CUSTOMER Support Policy may be updated periodically.

### 2. UPGRADES AND UPDATES

COMPANY will provide upgrades and updates to the Subscription Services as described in Exhibit A.3 Upgrades and Updates attached to this Subscription Services Guide and incorporated herein by reference. The Upgrade and Update exhibit may be updated periodically.

### 3. DATA PROCESSING ADDENDUM

The parties' agreement with respect to the processing of personal information submitted to the Subscription Services is described in the Data Processing Addendum attached to this Subscription Services Guide as Exhibit A.4 and incorporated herein by reference. The Data Processing Addendum may be updated periodically.

### 4. DATA SECURITY GUIDE

COMPANY will implement and maintain security procedures and practices appropriate to information technology service providers designed to protect CUSTOMER Data from unauthorized access, destruction, use, modification, or disclosure, as described in the Data Security Guide attached to this Subscription Services Guide as Exhibit A.5 and incorporated herein by reference. The Data Security Guide may be updated periodically.

### 5. INSURANCE

COMPANY agrees to maintain in effect during the Subscription Term, at COMPANY'S expense, the following minimum insurance coverage:

- 5.1 **Workers' Compensation Insurance /Employers' Liability Insurance**, including coverage for occupational injury, illness and disease, and other similar social insurance as prescribed by law with minimum limits per employee and per event as required by law or \$1,000,000, whichever limit is greater;
- 5.2 **Commercial General Liability Insurance** including Products, Completed Operations, Premises Operations, Personal and Advertising Injury, Contractual and Property Damage liability coverage, on an occurrence basis, with a minimum combined single limit of \$1,000,000 per occurrence;
- 5.3 **Automobile Liability Insurance** covering use of all owned, non-owned and hired automobiles for bodily injury, property damage, uninsured and underinsured motorist liability with a minimum combined single limit per accident of \$1,000,000 USD or the minimum limit required by law, whichever limit is greater;
- 5.4 **Cyber Insurance Cyber Insurance** with a \$1,000,000 per claim limit, including coverage for: (a) liability arising from theft, dissemination and/or use of Confidential Information stored or transmitted in electronic form; and (b) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software and programs stored thereon and;

For the purpose of this Section 5, a "claim" means a written demand for money or a civil proceeding which is commenced by service of a complaint or similar pleading.

## 6. AVAILABILITY SERVICE LEVEL

### 6.1 DEFINITIONS.

- 6.1.1 “Available” means that the Subscription Services can be accessed by authorized users.
- 6.1.2 “Excused Downtime” means: (a) Maintenance Time of up to four hours per month; and (b) any time the Subscription Services are not Available due to circumstances beyond COMPANY’S control, including modifications of the Subscription Services by any person other than COMPANY or a person acting at COMPANY’S direction, a Force Majeure Event, general Internet outages, failure of CUSTOMER’S infrastructure or connectivity (including direct connectivity and virtual private network (“VPN”) connectivity to the Subscription Services), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks.
- 6.1.3 “Infrastructure Modification” means any repairs, maintenance, improvements, or changes to the cloud infrastructure used by COMPANY to operate and deliver the Subscription Services.
- 6.1.4 “Maintenance Time” means the time the Subscription Services are not Available due to an Infrastructure Modification, Upgrade, and Update.
- 6.1.5 “Availability SLA” means that the production instances of the Subscription Services will be Available at least 99.8% of the time during a calendar month, excluding Excused Downtime.

### 6.2 AVAILABILITY.

COMPANY will use commercially reasonable efforts to make Subscription Services Available 99.8% of the time during each monthly billing cycle, excluding Excused Downtime. Availability means that Subscription Services can be accessed by authorized users.

### 6.3 SERVICE CREDITS.

- 6.3.1 CUSTOMER must request any Service Credits or extensions in writing to their assigned account representative at [customer@47Concepts.com](mailto:customer@47Concepts.com) within 30 days of the end of the month in which the Availability SLA was not met, identifying the support requests relating to the period CUSTOMER’S production instances of the Subscription Services were not Available. If it is determined that COMPANY failed to meet the Subscription Services Availability requirements as defined in section 6.2 Availability, CUSTOMER is entitled to a credit of 1% per day of non-compliance during each calendar month period.
- 6.3.2 Service Credits shall be calculated by multiplying the percentage credit allocation by the total subscription fees charged to CUSTOMER by COMPANY during the applicable month. The total amount of service credits for any month shall not exceed twenty percent (20%) of the total subscription fee for the affected Subscription Services for that month and has no cash value. COMPANY may delay issuing service credits until such amounts reach \$1,000 USD or equivalent currency specified in the applicable Ordering Document.
- 6.3.3 Notwithstanding anything herein to the contrary, COMPANY shall not be responsible or liable for and the SLAs set forth in this Subscription Services Guide shall not apply in the event COMPANY’S failure to meet any SLA is due, in whole or in part, to any: (i) CUSTOMER or its authorized users’ internet connectivity; (ii) a Force Majeure Event as defined in Section 12.5 of the Agreement; or (iii) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by COMPANY or COMPANY’S subcontractors pursuant to the Agreement.

6.4 **NOTICE.**

COMPANY will give CUSTOMER 7 days' prior notice of an Infrastructure Modification if COMPANY, in its reasonable judgment, believes that the Infrastructure Modification will impact CUSTOMER'S use of its production instances of the Subscription Services, unless, in the reasonable judgment of COMPANY, the Infrastructure Modification is necessary to: (a) maintain the availability, security, or performance of the Subscription Services; (b) comply with Law; or (c) avoid infringement or misappropriation of third-party Intellectual Property Rights.