Service Level Agreement

Effective Date: December 1, 2026

This version supersedes the prior SLA as of the Effective Date. Until then, the prior version remains in effect and is available upon request.

Overview

This Service Level Agreement (SLA) provides assurance that the ARETÉ hosted software applications licensed by Licensee under the applicable Order Form, including without limitation ***Avail***, ***Prevail***, ***Forge DP***, ***Forge SP***, ***Forge DS*** and any successor, renamed or additional applications made available by ARETÉ (the "Licensed Applications"), function reliably and effectively.

1. Definitions

- **Alternative Solution:** A temporary or permanent workaround provided to address an issue that is not immediately resolvable.
- **Authorized Contacts:** Individuals designated by Licensee who are authorized to request support and access the support services.
- **Basic Support:** Standard support services included with Licensee's subscription, for the Subscription Term, to use ARETÉ's software applications under terms set forth in your Software and Professional Services Agreement, covering incidents of Unavailability and basic troubleshooting.
- **Business Days:** The days from Monday to Friday, excluding public holidays in the United States, during which support services are provided.
- **First Level Support:** Initial support provided by our support team, including basic troubleshooting and issue resolution.
- **Incident:** Any event that disrupts or could disrupt the normal operation of ARETÉ hosted software applications licensed by Licensee.
- **Monthly Uptime Percentage:** With respect to any particular calendar month, the ratio obtained by subtracting Unavailability during such month from the Total Monthly Time, and thereafter dividing the difference so obtained by the Total Monthly Time. The calculation of the Monthly Uptime Percentage excludes Scheduled Maintenance and other exclusions set forth below. Represented algebraically, Monthly Uptime Percentage for any particular calendar month is determined as follows:

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Monthly Uptime Percentage = **(Total Monthly Time - Unavailability) / Total Monthly Time**

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- **Normal Business Hours:** The hours from 8:00 AM to 5:00 PM Eastern Time (US) on Business Days during which support services are available.
- **Scheduled Maintenance:** The total amount of time during any calendar month, measured in minutes, during which Licensee is not able to access the licensed ARETÉ software applications due to planned system maintenance performed by ARETÉ or its contractors. ARETÉ will use commercially reasonable efforts to schedule planned system and software maintenance between the hours of 9:00 pm and 6:00 am Eastern Time (US). ARETÉ will provide at least 24 hours prior notice of any Scheduled Maintenance.
- **Second Level Support:** Incidents reported by Licensee that are not satisfactorily resolved by First Level Support will be escalated to management level ARETÉ personnel.
- **Service Credit:** A dollar credit, calculated as set forth below, that may be credited back to Licensee. Licensee will be eligible to receive a Service Credit for any particular calendar month that does not meet the Monthly Uptime Percentage as set forth below.
- **Service Level Agreement (SLA):** A formal agreement specifying the level of service expected, including Availability and support response times.
- **Total Monthly Time:** All minutes in the relevant calendar month, to the extent such minutes are included within Licensee's Subscription Term.
- **Unavailable and Unavailability:** The total amount of time during any calendar month, measured in minutes, during which the ARETÉ software applications licensed to Licensee are not accessible by Licensee due to ARETÉ's actions or inactions, other than due to Scheduled Maintenance or an exclusion listed below in this SLA.

2. Service Level Availability Commitment

ARETÉ's commitment is to provide Licensee a **Monthly Uptime Percentage** of **99.90%** with respect to the licensed ARETÉ software applications during each calendar month of the applicable Subscription Term for the applicable Order. The calculation of Monthly Percentage Uptime excludes any causes of downtime that are outside of ARETÉ's control, including but not limited to the following:

- Scheduled Maintenance

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- Failures, defects or errors in or arising from configuration, setup, operation or performance of Licensee's equipment, Third-Party Software, or Licensee's or third party computer systems or networks
- Failure, defects or errors of utilities, telecommunications networks, internet service providers systems or networks, or internet access
- Force Majeure events such as natural disasters, severe weather, or acts of terrorism, or otherwise included or referenced in Licensee's Software and Professional Services Agreement
- A suspension or remedial action taken by ARETÉ due to Licensee's failure to adhere to the terms of the Agreement or otherwise caused or contributed to by Licensee's action or inaction
- Any actions or inactions of Licensee or any third party, to the extent not done or omitted pursuant to the instructions of ARETÉ

3. Service Credits

In the event that ARETÉ fails to meet the **99.90% Service Level Availability Commitment**, Licensee will be eligible to apply for Service Credits as compensation, calculated as follows:

- **Monthly Uptime Percentage** between 99.50% and 99.89%: 10% of the monthly portion (i.e., the annual Fees divided by 12) of the Annual Subscription Fee and Annual Hosting Fee for the licensed software applications.
- **Monthly Uptime Percentage** between 99.00% and 99.49%: 15% of the monthly portion (i.e., the annual Fees divided by 12) of the Annual Subscription Fee and Annual Hosting Fee for the licensed software applications.
- **Monthly Uptime Percentage** below 99.00%: 25% of the monthly portion (i.e., the annual Fees divided by 12) of the Annual Subscription Fee and Annual Hosting Fee for the licensed software applications.

To receive a Service Credit, Licensee must submit a claim by emailing support@areteinc.com. To be eligible, ARETÉ must receive the Incident claim by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on April 15th, ARETÉ must receive the claim and all required information by May 31st. The Service Credit request must include:

- the words "SLA Credit Request" in the subject line;

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- the dates and times of each Unavailability Incident that you are claiming;
- the account name(s); and
- screenshots and/or descriptions that document the errors and corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by ARETÉ and is less than the Service Level Availability Commitment, then ARETÉ will issue the Service Credit to you within forty-five (45) days of receipt. Service Credits are applied against Licensee's subsequent payment obligations under the applicable Licensee Order Form. ARETÉ is not liable for any SLA failure under the Agreement, to the extent, (i) such failure arises from or is related to Licensee's failure to provide the request and other information, or perform Licensee's obligations as required in the Agreement, and (ii) such failure arises from or is related to any SLA exclusions listed in Section 2 of this SLA.

Unavailability that occurs during a calendar month that is a partial subscription month for Licensee will be reduced pro rata (as reasonably determined by ARETÉ) to account for the portion of the month during which the ARETÉ software applications were Unavailable.

Licensee's rights under this Section 3 are Licensee's sole and exclusive remedy with respect to any Unavailability or any failure by ARETÉ to meet the Service Level Availability Commitment required by this SLA. Except as expressly set forth in this Section 3, no right is granted to Licensee by this SLA to withhold or offset any amounts otherwise due to ARETÉ under the Software and Professional Services Agreement.

4. Reporting and Notification

Incidents must be entered into ARETÉ's Incident ticketing system in order for Licensee to be eligible to receive Service Credits. Licensee is required to report any Incident or other request for support through its Authorized Contacts using one of the following methods:

1. **Phone**: Phone support will be provided on Business Days during Normal Business Hours ("Standard Support Hours"). Phone: +1 (609) 737-1212 extension 2
2. **Email**: Licensee may email support 24 hours/day 7 days/week and will receive a response during Standard Support Hours. Email: support@areteinc.com

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3. **Ticketing System**: Licensee may submit reports of Incidents to ARETÉ via web form 24 hours/day 7 days/week, at [support.areteinc.com]. The ARETÉ ticketing system will be used as the central communication platform for dealing with and continuing to track outstanding issues.

Support provided under this SLA is Basic Support. ARETÉ may offer additional or higher levels or tiers of support to its licensees at an additional charge. All training and support will be provided in English. All Incidents must be submitted via the Ticketing System, as the Ticketing System is the source of truth for the recording and tracking of all Incidents. ARETÉ will respond to Incidents submitted by Licensee as set forth in Table 1: **Prioritization**, Table 2: **Targeted Response and Update Times**, and Table 3: **Reporting and Escalation Path**.

Where ARETÉ has failed to materially comply with the requirements set forth below, Licensee may request that response to an issue be escalated to increasingly senior ARETÉ personnel (starting at First Level Support and moving to Second Level Support) so that the parties may work in good faith to resolve such issues and problems that may arise in the performance or receipt of the ARETÉ support services.

Table 1:
Prioritization

Priority Level Determination Table (based on urgency and impact)			Urgency		
			High	Medium	Low
			Software not available for:	Software unable to perform certain core functions for:	Software unable to perform certain subordinate functions for:
Impact	High	All end-users	Priority 1	Priority 1	Priority 2
	Medium	At least 50% of end-users	Priority 1	Priority 2	Priority 3
	Low	<50% of end-users	Priority 2	Priority 3	Priority 3

Table 2:
Targeted Response and Update Times

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Priority	Targeted Response Time	Targeted Time between updates
1	2 hours	As available (during Standard Support Hours)
2	8 hours	Every working day (during Standard Support Hours)
3	24 hours	N/A

Table 3: **Reporting and Escalation Path**			
	Name	**Phone**	**Email**
Escalation Level	**Initial Report to:**		
First Level Support	Standard Support Contact	+1(609) 737-1212 extension 2	support@areteinc.com
	Escalations to:		
Second Level Support	Escalated Support	+1(609) 737-1212 extension 5	support@areteinc.com; ESCALATE in email title.

5. Changes to this SLA

ARETÉ reserves the right to make changes to this SLA. Where reasonably practicable, ARETÉ will communicate any changes in this SLA to Licensee at least 30 days in advance.

6. Exceptions and Exclusions

The SLA does not apply to:

1. Any sandbox, demo, education, and any other trial, non-production or test environments.
2. Third-Party Software or other third-party libraries, integrations, or code not developed by Arete.
3. Incidents arising from Licensee's use of the Arete software applications beyond the scope of anticipated use or arising from the excessive use of resources by Licensee.

7. Alternative Solutions

ARETÉ may use Alternative Solutions to resolve any reported Incidents, or in connection with judging the Prioritization of Incidents pursuant to this SLA.

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