

Aeon™ Software Support & SHS Policies

Software Support

Atlas will provide support to Subscriber personnel trained in the use of the Aeon Software only with respect to use and maintenance of the Software ("Aeon Software Support"). Atlas will use commercially reasonable efforts to make Aeon Software Support available via telephone and email during the hours of 8:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, excluding federal holidays ("Normal Support Hours").

SHS Service Level Targets

For Subscribers that purchase the SHS, Atlas will use commercially reasonable efforts to provide the SHS in accordance with the service level targets below.

Definitions

"Downtime" means the total time within a Measured Period during which the SHS is inoperable or inaccessible, not including Excluded Downtime during such Measured Period. For purposes of the service level targets, Downtime begins when Atlas acknowledges receipt of Subscriber's report of the outage and ends when the SHS has been restored.

"Excluded Downtime" means time the SHS is unavailable due to one or more of the following: (i) Scheduled Downtime and Emergency Downtime; (ii) backups of the SHS or Subscriber Data; (iii) force majeure events and other causes beyond Atlas' reasonable control, including the performance or failure of any third party communications or service provider or other vendor; (iv) Subscriber's failure to comply with or perform any obligation under the Subscriber Agreement that affects the performance of the SHS; (v) any acts or omissions of the Subscriber, its Permitted Users, patrons or any third party acting on their behalf; (vi) any improper use of passwords obtained through Subscriber; (vii) Subscriber's or any third party's equipment, software or other technology; (viii) suspension of the SHS or termination of the Subscriber Agreement in accordance with the Subscriber Agreement; and (ix) separate instances of SHS unavailability of less than five (5) minutes duration each.

"Emergency Downtime" means any unscheduled unavailability of the SHS to perform emergency maintenance or to protect the underlying computing environment or data.

"Measured Period" means the total number of minutes in the calendar quarter. This is calculated as (Total Number of Days in the Calendar Quarter x 24 x 60).

"Scheduled Downtime" means any unavailability of the SHS for repairs and/or maintenance, including to install any patches, updates, new releases and upgrades during a Measured Period. Atlas will use reasonable efforts to provide Subscriber with at least seven (7) days' notice in advance of any Scheduled Downtime. Atlas will use commercially reasonable efforts to (i) ensure that the Scheduled Downtime falls between the hours of 6:00 PM and 6:00 AM Eastern Time weekdays or on weekends; and (ii) minimize Scheduled Downtime.

"Uptime" means the total minutes during which the SHS is available for access and use during a Measured Period.

Uptime Percentage

The SHS Uptime Percentage target is least 99% during the Measured Period, calculated as follows:

$$\text{SHS Uptime Percentage} = \frac{\text{Measured Period} - \text{Downtime Minutes in Measured Period}}{\text{Measured Period}}$$

At the end of each quarter in which there has been Downtime, Subscriber may request Atlas to provide a report thereof ("Quarterly Report"). If Atlas fails to meet the SHS Uptime Percentage target for any two consecutive calendar quarters, then the Subscriber may terminate the SHS immediately upon written notice to Atlas, without Atlas incurring any liability arising from the fact of such termination, and Subscriber will be entitled to a pro-rata refund of previously paid SHS fees. Subscriber's right to terminate the SHS only exists for a period of thirty (30) days following delivery of the applicable Quarterly Report. Atlas' records and data shall be the basis for all service level calculations and determinations.

If the Customer disputes the accuracy of any Quarterly Report, it must submit notice thereof within five (5) days of its receipt of the Quarterly Report, which notice must include the dates, times and duration of each incident of Downtime that the Customer claims to have experienced. Failure to do so shall render the Quarterly Report determinative.

The SHS Service Level Targets herein are based on and subject to the Subscriber: (i) complying with the terms and conditions of the Subscriber Agreement, including Atlas' policies; (ii) complying with Atlas' instructions, if any, for performing corrective action; and (iii) the Subscriber maintaining the connectivity (with acceptable bandwidth) of the workstations to the main internet, including network connectivity to the SHS, and connectivity between the SHS and the Subscriber's local applications interacting with the SHS, as well as creating and maintaining firewall definitions and opening required ports that permit access to the SHS.

SHS Support

Subscriber shall report all Level 2 and 3 Incidents during Normal Support Hours to Atlas Support at 1-800-567-7401 ext. 1 or *service@atlas-sys.com*. Level 1 Incidents should be reported to Atlas Support and to *emergency@atlas-sys.com*.

Atlas Target Response Times to Support Incidents

(Limited to production instance; does not include test servers or other non-production instances).

Incident Support Level	Description	Target Initial Response Time
1	<p>The SHS is not available or the majority of end users are experiencing critical problems, such as:</p> <ul style="list-style-type: none">• Cannot access the client (SQL errors)• Cannot access Aeon Software web interface via the web (Web Server errors)	1 hour
2	<p>Other non-critical production performance related issues such as:</p> <ul style="list-style-type: none">• Issues with non critical Aeon Software features• General questions about using the Aeon Software• Questions about modifying the web pages or other Aeon Software features• Uploading and installing customer web page modifications• Installing and troubleshooting addons	1 business day
3	<p>Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests</p> <p>Examples:</p> <ul style="list-style-type: none">• 'Go Live' with Aeon Software implementation• Scheduling an AeonSoftware upgrade	2 business days

Escalation. If a Level I Incident is not resolved within two hours, then Atlas will escalate the matter to its ITS Support Team; if it is not resolved within four hours, then Atlas will escalate the matter to its Director of ITS.