TRONIA SERVICE LEVEL COMMITMENT (SLC)

What you'll find:

1. Service Level & Unlimited Support

2. Security

3. Information & Privacy

4. Tracking and Reporting

5. System Performance

6. Upgrades

7. Contingency, Backup and Disaster Recovery

8. Technical Support Services

9. Termination

10. Ownership

11. Intellectual Property Indemnification

12. Indemnification by Client

13. General

14. Limitation of Liability & Warranty

1. Service Level & Unlimited Support

1.1 This SLC will cover Tronia's Hosting Service, agrē application; as well as any other licensed software applications offered with the Tronia subscription service.

1.2 This SLC specifies that Tronia Systems will endeavor to provide 99.5% service availability via our Hosting service platform; to grant access to the agrē application and reliant agrē applications residing within our data center via the internet and Citrix application servers during any given day or time.

1.3 Exclusions to the ongoing service availability includes, but is not limited to; routine application maintenance and updates emergency troubleshooting, maintenance of infrastructure, and any events beyond reasonable control shall be defined as those events that cannot be mitigated by Tronia Systems Ltd. Examples include:

1.3.1 Any Natural Disasters/Acts of God. (i.e. flood, fire, tornado, hurricane, earthquake, etc.)

1.3.2 Internet downtime due to infrastructure issues beyond Tronia's control. (i.e. telecom/ISP downtime, situations outside of the Tronia farm network, Client ISP, etc.)

1.3.3 Network downtime due to utilities situations beyond our control. (i.e. extended power outages)

1.3.4 Situations with respect to external network infrastructure, software or service providers; issues or events that occur outside of Tronia's direct control. (i.e. Citrix)

1.3.5 Any other Force Majeure Event[1], which for the purposes of the SLC shall include cyber-attacks.

1.4 Tronia Systems may modify this service availability level at any time in the future.

1.5 Tronia Systems will notify all Clients of planned service outages that are scheduled during core hours a minimum of 5 working days prior to each planned outage. Tronia Systems will attempt to ensure that all planned outages are scheduled outside of core business hours. There may be situations that will require an immediate (unscheduled) outage to rectify a problem or potential problem, which will make advanced notification impossible. Tronia will endeavor in such situations to provide reasonable notifications and updates throughout.

1.6 **Standard Core Hours** of network operation are defined as 08:00-16:30 ABT (UTC-6), Monday through Friday (excluding stat holidays). These core hours may also be referred to as *measurable time* throughout this document.

1.7 **Seasonal Core Hours,** sometimes referred to as 'Spring Hours', of network operation are defined as 07:00-17:30 ABT (UTC-6), Monday through Friday (excluding stat holidays), plus 08:00-11:00 ABT (UTC-6) Saturdays. The dates during which seasonal core hours will be in effect will be established by Tronia on an annual basis and will be communicated in advance to all Clients, to identify when those hours will be in effect.

1.8 **Non-peak Access** times are all hours outside core hours. Specifically, during the period when Standard Core Hours are in effect, non-peak access times are 16:30-08:00 ABT (UTC-6), Monday to Friday and 16:30 Friday to 08:00 Monday (i.e. inclusive of all-day Saturday and Sunday). On those dates when Seasonal Core Hours are in effect, non-peak access times are 17:30-07:00 ABT (UTC-6) Monday to Friday, 17:30 Friday to 08:00 Saturday, and 11:00 Saturday to 07:00 Monday (i.e. including all day Sunday).

1.9 **General Availability** is defined as access to Tronia Systems Ltd. Hosting services 24x7 (24 hours a day, 7 days a week)

1.10 **Hosting Service Support** is defined as any issues directly related to access and/or authentication on the Hosting network; including access to authorized applications as well as any associated network administration to enable access. (also refer to section 8 of this document).

[1] ***"Force Majeure Event"*** *means the occurrence of one or more of the following events or any other event that is beyond the reasonable control of a party, and that interferes with, delays or prevents performance of the obligations of a party under the Tronia Service Level Commitment, and includes the following: (a) catastrophic weather conditions or other elements of nature or acts of God; (b) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; (c) cyber breach or attack (d) strikes, lockouts or other industrial disturbances, (e) pandemics or epidemics, and, (f) other events which the parties expressly agree in writing as constituting a "Force Majeure Event".*

1.11 **Help Desk Support** will be provided during Standard Core Hours Monday–Friday 08:00-16:30 ABT (UTC-6), with extended seasonal hours during spring (refer to section 1.3). Help Desk Support is one-on-one, efficient response support from an experienced Tronia Client Service Consultant. This Unlimited Support Service (see 1.7) helps Clients use agrē & agrē related software products and features. Clients with procedural or applicable technical questions can contact our support team and receive predictable and personalized support. Tronia is committed to helping you maximize the use of your software to ensure the best user experience possible.

1.12 Tronia Systems Ltd. will consistently log the details of all support cases via a standardized ticketing system. A summary of all support tickets can be viewed via MyAccount or requested at any time.

1.13 **Unlimited Support (inclusive)** is defined as any issues or questions related to direct application support including any agrē procedural questions, agrē integration, feature requests, general system inquiries, and certain agrē related hardware issues (i.e. printers, scanners, cash drawers, application networking, etc.) where it relates directly to the use of agrē in your current local environment only.

**Help Desk Support provided that is deemed to be out of scope or excessive may be subject to additional consulting charges at the discretion of Tronia. Please note - additional consulting charges will not be incurred without Client consent.*

1.14 **Items <u>Not</u> covered by Unlimited Support** include (but are not limited to):Technical issues outside of Tronia's control or stemming from the Client's ISP, (local) networking, (local) hardware, 3rd party integration issues, etc. (refer to section 3.2). Training, customization, data extrapolation requests (extensive querying or data exporting), project work (I.e. project consulting, conversion efforts, preliminary design, 3rd party collaboration, etc.), and 3rd party integration partner issues are not covered under the unlimited support umbrella.

2. Security

2.1 Tronia Systems Ltd. is partnered with third party Hosting service vendors to provide the most reliable and maintainable Hosting environment possible. Through this partnership, Tronia has access to many expert resources and additional support should the need arise.

2.2 Tronia Systems Ltd. primary Hosting data center/colocation resides in an offsite facility specifically designed to meet the industry standards for superior Hosting requirements. All Tronia primary servers and network components reside in this facility, within an independent space. This facility has specific building requirements, heating, cooling, redundant power, redundant internet, surplus bandwidth, and physical onsite 24 hour security. Only select individuals from the third party Hosting Service Provider(s) or select Tronia Systems Ltd. employees are allowed into this area. This room is continuously monitored by our Hosting partners and Tech Services Team.

2.3 All requests to modify Hosted user access (User Modifications); which includes the adding, deactivating, or renaming of network users (Citrix users), must be submitted electronically via Tronia's MyAccount a minimum of two business days before the change is required to be implemented. Users will only be modified once the request has been authorized and validated by Tronia's Technical Services department.

2.4 The Tronia Systems Ltd. Hosting network has physical network security in place:

2.4.1 All users are required to have a password that meets these minimum complexity requirements:

- Minimum of 14 characters
- Must contain 1 non-alpha character (1 number; or special character/symbol i.e. $%&)
- Must contain at least 1 UPPER and 1 lower case letter
- Will be case sensitive
- Cannot be one of your last 5 passwords (on the 6th one it may be reused)
- Expires in 365 days

A Windows Server Domain Controller authenticates all users.

2.4.2 All agrē databases are password-protected and all menus can be set up with security protection as well.

2.4.3 Tronia Systems Ltd. employs a Hardware Firewall solution to prevent unauthorized access to the Hosting network from the Internet.

2.4.4 Tronia Systems Ltd. employs anti-malware software running the latest definition files at all times to aid in keeping the server's malware-free

2.5 Security audits are performed periodically at Tronia's discretion, by both internal and specialized external vendors.

2.6 All Clients are required to sign an End User License Agreement (EULA) agreeing to the terms of our current license and general use policies.

2.7 **Unacceptable Use** is whereby any attempt or activity, in general, this is considered by reasonable industry standards as prohibited or negligent. Under no circumstances is a Client permitted to engage in any action that is malicious, disruptive, effecting breach, or illegal under local, provincial, federal, or international law utilizing Tronia owned resources. Any deemed prohibited behavior will result in immediate termination of services.

2.8 All Tronia Systems Ltd. employees are required to read and sign an internal Acceptable Use Policy (AUP) to ensure protection of the network, data integrity, and confidentiality of Client data. A copy of our AUP can be made available upon request. Any violation of the terms included will result in reprimand or termination of any employee violating those policies.

2.9 Tronia Systems Ltd. employs trained technical staff with a designation of MCP (Microsoft Certified Professionals), and also has access through our third party Hosting Service Provider to other individuals who are certified in various other technical areas such as Citrix Administrators with a designation of CCA (Citrix Certified Administrators). As technology continues to change, Tronia will endeavor to acquire resources that have been trained for the current technologies being utilized.

3. Information & Privacy

3.1 The Data Use policy establishes the terms under which Client data is stored, used, and shared. Data is considered any information that is entered, created, retained, and/or processed in agrē or any agrē related application. Data can be described in many forms such as text, numeric, images, audio, and video. The use of the term ‘data’ here refers to any form of information that can be entered, stored, or processed within a computing environment.

3.2 Tronia Systems Ltd. recognizes the importance of protecting the privacy of Client data. All data within agrē or any agrē related application is solely owned by the Client (retail). As the owner, you have the right to request, share, download, and delete owned data. Tronia maintains no ownership or right over any data residing in a Client database; nor do we have any authority to share that data with an external party. Tronia has no purpose or benefit to share Client data with any third party. Should a situation afford the sharing of Client data, it would have to be by the request of, and authorized by, the Client in order to do so.

3.3 Data Sharing with Third Parties: Tronia Systems Ltd. may provide you with the opportunity to share data with external third parties. In any such case, Tronia will obtain formal consent prior to sharing any Client data with a third party. Once data has been shared outside of Tronia, we no longer have any control over how a third party may use that data. Tronia is not responsible for what a third party does with Client data after it has been consented to share with that third party. Furthermore, Tronia only holds its responsibility to data privacy with its direct Clients retails. Should any data contain private and confidential information of other indirect parties (I.e. retail customers), Tronia is not liable or responsible for any data, how it is used, how it may be shared, and the results thereof.

3.4 Integrations: With consent and direction, Tronia may also provide you with the ability to share your data with other technology providers (I.e. software/equipment/etc.) established through such third party (“Integrations”). Such integrations can be accommodated using a variety of different technologies including, but not limited to; file import/export, API, EDI, etc. Tronia is continually working to provide various options to transfer and share data among different companies and data platforms. When data is transferred or shared with a third party, the use/privacy is then subject to that third party’s policies and contract terms. Likewise, Tronia may allow data to be loaded into agrē or agrē related applications directly from outside Integrations. Any uploads from third parties are then subject to Tronia’s policies and contract terms.

4. Tracking and Reporting

4.1 Tronia Systems Ltd. employs the use of Citrix tools to be able to monitor connection traffic and to be able to track and troubleshoot Citrix activity and performance.

4.2 Tronia Systems Ltd. maintains a log of all downtime. Hosting Clients can request a report of this downtime.

4.3 Tronia Systems Ltd. has various other audit and reporting mechanisms at an agrē application level to facilitate issue identification & resolution, security, and other related uses for support.

5. System Performance

5.1 General User performance will be directly relational to the performance received from each Client's Internet Service Provider and connection speed.

5.2 Network and database performance is monitored on an ongoing basis to ensure that optimum performance is being achieved.

5.3 Tronia Systems Ltd. strives to offer a scalable solution; where servers or other infrastructure can be added to the data center as performance demand increases, without loss of connection to the Client.

6. Upgrades

6.1 Tronia Systems Ltd. tentatively schedules 3 MAJOR application releases (upgrade/update) per calendar year. Releases are targeted to occur based on a February/June/October release cycle. This schedule is consistent; however, it is possible to have a release timeline shift if required. In addition to application releases, Tronia routinely deploys hotfixes and other minor updates, as needed, to provide continued improvements and enhancement to the application functionality, data, and performance. Hotfixes and minor deployments that do not require an outage will occur at the discretion of Tronia. Advanced notification will be provided for any pre-scheduled updates.

6.2 All MAJOR releases will be accompanied by corresponding versions of agrē Release Notes that detail the relevant changes being introduced to the application. Release Notes will be provided in conjunction with the update via email notification (to all subscribed contacts) and will be available for ongoing reference in agrē Online Help > Release Notes history.

6.3 Tronia Systems Ltd. will make every attempt to ensure any system upgrades or system maintenance is conducted during non-peak access hours (see definition in Section 1). It must be recognized that this is not always possible in the event of a system crisis. In the event of a planned event, adequate notification of a minimum of 48 hours will be provided for any updates that require an outage to deploy. In the event of an emergency, notification will be provided as soon as possible.

6.4 Full system backups are conducted in conjunction with any major updates/system maintenance to ensure databases can be restored quickly and with a minimal loss of data if a failure were to occur.

6.5 All upgrades and patches for agrē/agrē related applications will be conducted by Tronia Systems Ltd. This includes typical upgrades as defined in this agreement and any auxiliary releases, patches, hotfixes, or other general application maintenance.

6.6 Any customization or project related efforts which require the application to be redeployed or updated will be coordinated and deliverable based on our current release cycle only.

7. Contingency, Backup and Disaster Recovery

7.1 Full system backups are conducted daily with backups of Client data also electronically moved to an offsite location on a daily basis.

7.2 Redundancy is in place in the form of RAID 1, 5 or RAID10 hot-swappable drive arrays on all Hosted servers which allows the replacement of hard drives without the loss of data. The Hosted Servers consists of multiple identical Citrix Application Servers for redundancy, as well as redundant Domain Controllers, Web Servers, and network devices. These Windows Servers run in a highly available, virtualized, clustered environment to protect from hardware failures.

7.3 Redundancy of the data center is in place by replication of critical servers to a secondary data center. In the event of a major disaster at the primary data center, a manual failover process is in place to transition all services to a secondary Microsoft Azure cloud-based data center to mitigate any potential data loss and minimize downtime.

8. Technical Support Services

8.1 Tronia Systems Ltd. Technical Services employees will be available for Technical Support through normal telephone and email means during standard Tronia business hours 08:00-16:30 ABT (UTC-6) M-F. Technical Support can be obtained outside normal business hours (excluding midnight to 06:00 daily and Sundays all day) by emailing techsupport@tronia.com.

8.2 Problems will be categorized as follows:

8.2.1 Network Access problems determined to be with the Tronia Systems Ltd. Hosting network

8.2.2 Network Access problems determined to be with the Internet Service Provider network

8.2.3 Network/User administration

8.3 Network access problems on the part of the Tronia Systems network will be dealt with at the highest priority level.

8.4 Network access problems that exist on the Client's end, or due to infrastructure of the Internet Service Provider, will be the exclusive responsibility of the Client; however, Tronia will assist when necessary to determine where the problem originates. Consulting fees may apply.

8.5 Network and User Administration will take place during regular Tronia Systems Ltd. business hours only. In the event that forgotten passwords affect normal operations, password issues only can be addressed outside business hours by emailing techsupport@tronia.com.

8.6 For problems related to the Hosting service during Standard Core Tronia business hours, the Client will receive a response from Tronia Systems Ltd. within one hour. If problems occur outside Standard business hours, the Client will receive a response from Tronia Systems Ltd. within two hours, except between the hours of 22:00 and 06:00 ABT (UTC-6) daily. These response times do not apply to help desk support, only to Hosting related issues.

8.7 Tronia Systems Ltd. maintains an email list of Hosting Clients for notification purposes. These lists may be used in lieu of phone calls to notify Hosting Clients of problems and/or their resolutions. Please ensure to provide us with your current contact information ongoing.

8.8 Tronia Systems Ltd. employs an escalation process for all Hosting issues. If a problem cannot be resolved internally within one business day, the problem is then forwarded to one of Tronia's technology partners to ensure a prompt return to Acceptable Service Levels.

9. Termination

9.1 Tronia Systems Ltd. and/or the Client, has the right to terminate or change any software subscription with a minimum or thirty (30) days' notice; via a formal Notice of Termination/Notice of Change.

9.2 Upon receipt of a Notice of Termination, Tronia Systems Ltd. will have sixty (60) days to provide any available proprietary data to the Client via an acceptable data transfer mechanism. Tronia does not warrant this data in any way other than to test its validity at the time of copying the data. Tronia will then take steps to permanently remove any Client data if requested. Tronia Systems may hold a copy of data in some form for a time longer than the sixty (60) days where requested.

9.3 The termination process shall give each party a minimum of thirty (30) days' notice in order to ensure that both parties will be able to terminate the agreement effectively. This thirty (30) days' notice is not required in instances when the Client fails to follow any other agreements or policies as defined by Tronia Systems End User License Agreement (EULA), non-payment, or other lapse.

10. Ownership

10.1 Tronia Systems has exclusive ownership rights to the agrē application or any related agrē application. The Client's use of agrē (or agrē related) applications is authorized only for limited use as defined by the Tronia Systems End User License Agreement (EULA)

10.2 The Client owns any data they create, maintain, and administer within agrē or any agrē related application. This agrē data is the right and property of the Client at all times and will be treated as such in all circumstances.

11. Intellectual Property Indemnification

11.1 Tronia Systems Ltd. warrants that they hold exclusive legal rights to agrē and any agrē related application and all intellectual property rights associated within.

12. Indemnification by Client

12.1 Each Client of Tronia Systems Ltd. agrees to indemnify Tronia Systems for all claims, damages, costs, expenses including legal fees for third-party claims against Tronia Systems that result from the Client's activities.

13. General

13.1 This SLC is subject to terms and conditions of any other agreements or policies between Tronia Systems Ltd. and the Client. These agreements or policies include, but are not limited to; the Tronia Systems End User License Agreement (EULA).

13.2 In the event that Tronia Systems Ltd. is involved in a merger, acquisition, or other substantive ownership change, Tronia Systems will ensure that all Client data is protected and kept confidential, further to Section 9, above.

14. Limitation of Liability & Warranty

14.1 Tronia Systems Ltd. warranty arrangement for not meeting obligations pursuant to this Service Level Commitment will be evaluated on a case by case basis and if deemed applicable, account credits will be considered. Any credits will be prorated (using a relevant time-based ratio) to reasonably calculate the net dollar effect of service unavailability per eligible Hosted User. Any potential Hosted Service Credits will be limited to a 1 month maximum of Hosted user fees per 1 year term. Tronia Systems Ltd. shall not be liable for any losses or damages of a Client, including but not limited to; loss of profit, loss of business, or loss of property or any other general business damages. Each Client is responsible for obtaining/maintaining appropriate business interruption insurance to protect against such unforeseen events.

14.1.1 Customer Must Request Service Credit. In order to receive any of the Hosted Service Credits described above, Client must notify Tronia Systems in writing within five (5) days from the time Client becomes eligible to receive a Service Credit (eligible event/occurrence). Failure to comply with this requirement will forfeit Client's right to receive a Service Credit.

14.1.2 Maximum Service Credit. The aggregate maximum amount of Hosted Service Credit to be issued by Tronia to any Client for any/all Hosted Service downtime that occurs in a single calendar year will not exceed 1 month of eligible User Hosting fees.

14.1.3 Exclusive Remedy. This SLC states the Client's sole and exclusive remedy for any failure by Tronia Systems Ltd. to meet the Service Level Commitment as stated.