



**TRU Solutions Service Level Agreement
Effective May 12, 2023**

This Service Level Agreement (“SLA”), together with the End User License Agreement and Terms of Service (“EULA”), govern Customer’s use of services from TruQC, LLC, d/b/a TRU Solutions (“TRU”). This Agreement is between TRU and the entity identified on the applicable Order or SOW (“Customer”).

1. System Availability

TRU’s objective is to make the Software Services available 99% of the time measured monthly from the first date of the month following the date Customer’s Software Services go live, not including Planned Maintenance or Force Majeure Events (the “Service Level”). For example:

$$30 \text{ days} \times 24 \text{ hours per day} = 720 \text{ hours} \times 99\% \text{ Service Level} = 712.8 \text{ hours}$$
$$\text{Resultant monthly downtime} = 7.2 \text{ hours}$$

TRU typically carries out planned maintenance between 6 PM and 6 AM Central Standard Time (CST) and does not exceed eight (8) hours per month (“Planned Maintenance”). If Planned Maintenance is to be performed outside of this window, TRU will endeavor to give affected Customers at least 48 hours’ advanced notice. Planned Maintenance entails upgrades, updates, installation of new versions and repairs to hardware and software.

In the case of a system emergency or other event except a Force Majeure Event which results in an unplanned outage (the “Outage”), TRU will, when possible, provide affected Customers with notice of the Outage. However, work may commence at any time and continue until the Outage is resolved.

2. Customer Support

TRU provides Customers and related Active Users support services Monday through Friday, 8:00 a.m. to 5:00 p.m. CST, excluding United States holidays and other office closures (“Core Support Hours”). Support services can be reached via:

- Telephone: 833-937-3878
- Email: support@trusolutions.com

All support items will be assigned a severity level based on the initial report from the Customer, with TRU’s ultimate categorization of the item’s severity level prevailing. Descriptions and response times associated with each severity level are described below.

Severity Level	Description (Examples, Not Exclusive by Level)	Targeted Response Times	
		During Core Hours	Outside Core Hours
HIGH	<ul style="list-style-type: none"> - Software Services are inaccessible by more than 5% of Customer’s Active Users - Server is non-responsive 	<ul style="list-style-type: none"> - Task assigned to investigate within one (1) hour - Solution and/or analysis of next steps within next two (2) hours 	<ul style="list-style-type: none"> - Task assigned to investigate within twenty-four (24) hours - Solution and/or analysis of next steps within next twelve (12) hours
MEDIUM	<ul style="list-style-type: none"> - Customer has encountered an issue with the Software Services that materially and adversely affects its business activities yet Customer continues to be able to use the Software Services at a slower or decreased efficiency rate - Individual Active User “Forgot Password” issue 	<ul style="list-style-type: none"> - Task assigned to investigate within one (1) hour - Solution and/or analysis of next steps within next four (4) hours 	<ul style="list-style-type: none"> - Task assigned to investigate within forty-eight (48) hours - Solution and/or analysis of next steps within next twenty-four (24) hours
LOW	<ul style="list-style-type: none"> - Issue does not affect usability of the Software Services in a material way - General Customer requests or questions 	<ul style="list-style-type: none"> - Task assigned to investigate within five (5) business days 	n/a

TRU agrees to promptly meet with Customer to determine the cause of any failure to meet the Service Level and discuss methods of preventing it from happening again. Customer agrees to cooperate with TRU in all reasonable respects in relation to any support item, including:

- Informing TRU of the item promptly.
- Providing access to Customer's computer systems, business premises, and employees, if and as reasonably required under the circumstances.
- Purchase upgrades for internal software when necessary for error-free operation.
- Check Customer's systems for the most commonly known worms and viruses.
- Submit names of employees and contractors who report items to TRU.

Customer acknowledges TRU's scope of support is limited to its web-based application accessed via Google's Chrome browser and its Apple iOS-based application, and that TRU's iOS-application is only supported on Apple devices currently supported by Apple.

3. Exceptions

Notwithstanding anything set forth herein to the contrary, TRU shall not be deemed to have failed to meet a Service Level to the extent such event is caused by (1) Customer's (or any of its employees' or agents') failure to comply with all policies, procedures, instructions, and requirements for the Bundled Service promulgated by TRU; (2) any failure of power, facilities, equipment, systems, or connections not provided by TRU; (3) any event outside of the parties' reasonable control ; (4) bandwidth saturation or other resource exhaustion or outage caused by malicious traffic such as viruses, worms, trojan horses, denial of service (DOS) attacks, etc., not introduced by TRU; (5) service suspension for non-payment of fees by Customer; or (6) any material breach of the Master Services Agreement, Statement of Work or EULA by Customer.

4. Customer Right to Terminate

The Customer has the right to terminate the agreement if monthly availability is less than 90 percent for three (3) consecutive months, lack of availability was exclusively due to performance by TRU, and TRU declines to implement required changes to fix downtime issues within thirty (30) days of receiving notice from the Customer.