

EXHIBIT A

Technical and Support Services

1. Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 p.m. Eastern Standard Time, with the exclusion of Federal Holidays ("Support Hours").
2. Customer may initiate a helpdesk ticket during Support Hours by clicking the link on the sidebar when logged in or by emailing support@phenixscheduler.com."
3. Company's Service Commitment: 99.95% Uptime

Company will use commercially reasonable efforts to ensure Phenix is available with a monthly uptime percentage of at least 99.95% ("**Monthly Uptime Percentage**") during any monthly billing cycle (the "**Service Commitment**"). If Company does not meet the Service Commitment, the Customer will be eligible to receive a Service Credit (defined below).

A Monthly Uptime Percentage of 99.95% means that Company will guarantee that the Customer will experience no more than 21.56 minutes/month of Unavailability (as defined below), subject to the limitation below.

The Service Commitment does not apply to any unavailability, suspension or termination of third-party services used by Company (e.g. Amazon Web Services), or any other third-party performance issues:

- (i) caused by factors outside of third-party's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the third-party;
- (ii) that result from any actions or inactions of any third-party;
- (iii) that result from Customer equipment, software or other technology and/or third-party equipment, software or other technology (other than third party equipment within third-party's direct control); or
- (iv) if availability is impacted by factors other than those used in Company's calculation of the Error Rate, then Company may issue a Service Credit considering such factors at Company's discretion.

4. Definitions:

For purposes of this Exhibit A:

- (a) "**Application**" refers to Phenix Cloud Services.

- (b) **"Maintenance"** means scheduled Unavailability of Company, as announced by Company prior to the Software becoming Unavailable. Typically, this is a fixed weekly or monthly time window e.g. Friday's 6 – 10 pm EST. If no scheduled maintenance is needed, then no downtime occurs.
- (c) **"Monthly Uptime Percentage"** is calculated by subtracting from 100% the percentage of minutes during the month in which Phenix is Unavailable.
- (d) **"Service Credit"** means a credit denominated in US dollars, calculated as set forth below, that Company may credit back to an eligible account.
- (e) **"Unavailable"** and **"Unavailability"** mean, for Company to be not accessible due solely to the Software not working as intended.
- (f) **"Business Hours"** means the time between 9am and 5pm on weekdays in the Eastern Standard Time excluding United States and Canada holidays.
- (g) **"Services"** throughout this Cloud Services Agreement refers to software and software support services only and does not refer to professional services.

5. Service Commitments and Service Credits

Service Credits are calculated as a percentage of the monthly Application fee for the monthly billing cycle in which the Unavailability occurred, in accordance with the schedule below:

- For Monthly Uptime Percentage less than 99.95% but equal to or greater than 99.0%, Customer will be eligible for a Service Credit of 15% of the monthly Application fees equal to 1/12 of the annual fee;
- For Monthly Uptime Percentage less than 99.0%, Customer will be eligible for a Service Credit of 30% of the monthly Application fees.

Company will apply any Service Credits only against the next future payment for Phenix fees otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Company. Service Credits may not be transferred or applied to any other account.

6. Technical Assistance Team

Company will provide Customer with technical assistance during Business Hours in accordance with this Cloud Services Agreement. This assistance is for technical issues only relating to the functioning of Company, not for any configuration, or business issues.

7. Company's Update Process and Notifications

Periodically, Company will introduce new features and functionality in a new version of the Software. Updates will be performed in regularly scheduled maintenance windows.

For updates of special interest to the Customer:

- At least two weeks prior to such an Update, Production customers will be notified by email describing the change in functionality.

8. Case Submittal and Reporting

Customer's named support contacts may submit cases to Company via Company's Customer Support Center. Named support contacts must be trained, and certified as such by Company. Each case will be assigned a unique case number. Company will respond to each case in accordance with this Cloud Services Agreement, and as determined by Company and at Company's option with input from Customer. Company will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution to the issue, as determined by the Company. Case status is available on demand via the Company's Customer Support Center. Both parties will act with a sense of urgency and diligence in resolving support requests. This requires Customer will provide the necessary data, documentation, and knowledgeable support personnel to assist in troubleshooting.

9. Service Level Determination

Company will prioritize issue resolutions as determined by the Service Level Determination. Customer shall reasonably self-diagnose each support issue and recommend to Company an appropriate Severity Level designation. Company shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Company Severity Level designation.

10. Support Issue Production Severity Levels - Response and Escalation

After the Hypercare period, problems will be submitted to the Customer Support Center, prioritized and responded to according to priority with a plan for resolution and timing. Company will respond to issue requests through our Customer Support Center with acknowledgement, information follow-up and timing of work within two business days. For issues with high Severity Level designation, best efforts will be made to respond within four business hours.

11. Company's Support Scope

Company will support Application functionality that is developed by Company and under its direct control only. For all other functionality, and/or issues or errors caused by issues, errors

and/or changes in Customer's information systems and/or third-party products or services, Company may assist Customer and its third-party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Company's support obligations and additional costs may be incurred by Customer for Company assistance as requested by Customer.

12. Sole Remedy

Unless otherwise provided under this Cloud Services Agreement, Customer's sole and exclusive remedy for any Unavailability, non-performance, or other failure by Company to provide the Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this Cloud Services Agreement. Company is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation termination of this Cloud Services Agreement.