



EZLease

Support Services Policy



LeaseAccelerator Services (LAS) will provide support services for EZLease Services as described in this LAS EZLease Support Services Policy. All capitalized terms not defined herein have the meaning set forth in the Subscription Agreement (the “Agreement”) or the End User License Agreement (“EULA”) between LAS and its corporate customer (the “Customer”).

1. EZLease SUPPORT SERVICES

1.1 General. LAS will provide support services as described in Sections 1 through 3 of this EZLease Support Services Policy (“Support Services”) to maintain and support the EZLease Services to meet the service levels set forth in this EZLease Support Services Policy and to enable the EZLease Services to perform and operate in substantial conformance with the Service Documentation.

1.2 Support. Commencing upon completion of the implementation phase, if applicable, or upon EZLease provisioning, LAS will provide Customer with the EZLease Support Services (Standard) as set forth herein. As part of such Support Services, LAS will provide support for issue resolution (as described in Section 2 below) in English during the following hours:

- (a) For Standard Support Services, from 8 a.m. to 8 p.m. Eastern Standard Time, Monday through Friday, excluding holidays, or as the Parties may otherwise agree in writing; or

1.3 Support Process. LAS will make Support Services available to Customer according to the following process:

- (a) All Customer support requests must be initiated by opening a support ticket to: ezleasesupport@leaseaccelerator.com
- (b) Each support ticket is given a number and all communications using that support ticket number must be limited to the topic and scope of the original support request.

2. MAINTENANCE & DOWNTIME

2.1 Standard Maintenance Window. LAS may perform maintenance on EZLease Services within the standard maintenance window defined below (“Standard Maintenance Window”).

Standard Maintenance Window	
Day	Time
Saturday and Sunday	6 a.m. – 9 a.m. EST

2.2 Scheduled Maintenance. LAS may perform scheduled maintenance outside of the Standard Maintenance Window in addition to the maintenance within the Standard Maintenance Window. LAS will provide Customer with no less than twenty four (24) hours’ prior written (or email) notice of any scheduled maintenance outside of the Standard Maintenance Window or that requires more than three (3) hours of system unavailability, and will use reasonable efforts to provide Customer with no less than sixty (60) minutes’ prior written (or email) notice for unscheduled, emergency maintenance, to the extent practicable under the circumstances. LAS’ scheduled maintenance within the Standard Maintenance Window or scheduled maintenance outside the Standard Maintenance Window conducted in accordance with the foregoing requirements do not apply toward calculation of Availability. For clarity, unscheduled, emergency maintenance does apply towards the calculation of Availability.

3. SERVICE LEVELS

3.1 Availability. LAS agrees to provide 99% Availability, 24 hours a day, 7 days a week, measured on a monthly basis. The term “Availability” means that the EZLease Services are available and working without material

functional degradation and that application response time performance allows for commercially reasonable productive use of the EZLease Services. Availability will be measured at the point where EZLease Services are made available on the internet and does not include outages caused by Customer. Availability excludes unavailability of the EZLease Services due to maintenance within the Standard Maintenance Window set forth above or scheduled in accordance with Section 2.2 above, or any downtime caused by the following:

- (a) Customer-provided content or programming errors;
- (b) system administration activities performed by Customer or its Authorized End Users;
- (c) untimely Customer response time to incidents that require Customer participation for source identification or issue resolution;
- (d) failure of Customer hardware or software;
- (e) failure of Customer to properly format, upload or transfer Customer Content;
- (f) a force majeure event as described in the Agreement; or
- (g) periods of suspension under the LAS Acceptable Use Policy.

3.2 Credits. If the Subscription Services fail to meet the Availability service level in a calendar month, LAS will credit Customer against the next fee payment due under the applicable Order Form in an amount equal to .0017 (.17%) multiplied by the cumulative number of hours the Subscription Services did not have Availability multiplied by Customer's then applicable annual Fee for the affected Subscription Services. In order to receive the credit, Customer must submit a claim to LAS for such credit, along with all information requested by LAS, by the end of the calendar month following the month in which the Availability service level was not met. In the event Customer fails to comply with the foregoing, Customer forfeits its right to receive a credit for the affected calendar month.

3.3 Exclusive Remedies. The credits set forth in Section 3.2 are the sole and exclusive remedy of Customer and the sole and exclusive liabilities of LAS with respect to the Availability service levels set forth above.