

SERVICE LEVEL AGREEMENT

This Service Level Agreement (this “SLA”) describes the terms and conditions of Model N’s service level and customer support commitments for three tiers of support – Standard, Enhanced and Premium – for the production instance of the Service. Standard Support is included in the Subscription Fee for the applicable Service. Enhanced and Premium Support require separate subscriptions, must be listed separately on the applicable Order and apply only to those products listed on such Order unless otherwise stated thereon. Where indicated, certain aspects of these commitments vary by support tier. Each support tier is available solely for the Support Period (defined below). Capitalized terms used, but not defined, in this SLA are used with the meanings ascribed to such capitalized terms in the document referencing this SLA (together, the “Agreement”).

1. SERVICE LEVEL COMMITMENT

1.1 Availability. Model N warrants at least 99.8% Availability of the production instance of the Service during the measurement period in accordance with the applicable support tier indicated in the table below (the “SLA Commitment”):

Measurement Period		
Standard Support	Enhanced Support	Premium Support
Calendar Year	Calendar Quarter	Calendar Quarter

1.1.1 “Availability” means the percentage of total time during which the production instance of the Service is available to Customer in accordance with the following calculation:

$$\% \text{ Availability} = 100\% - \text{Downtime}$$

1.1.2 “Downtime” means the percentage of one-minute periods the Service is unavailable, subject to the exclusions in accordance with the applicable support tier indicated in the table below:

Considered Downtime?			
Exclusions	Standard Support	Enhanced Support	Premium Support
Customer Deficiency	No	No	No
Scheduled Maintenance	No	No	No
Emergency Maintenance	No	No	Yes

1.1.3 “Customer Deficiency” means unavailability caused by any of the following: (i) deficiencies, defects other destructive aspects of Customer Data, (ii) Customer’s misuse of the Service, (iii) Customer’s use of the Service with any hardware or software not supplied by Model N or not certified by Model N as compatible with the Service, or (iv) failure by Customer to use adequate computing facilities, VPN connections, network infrastructure or internet connectivity.

1.1.4 “Emergency Maintenance” means unavailability outside of Scheduled Maintenance that Model N determines is required to apply urgent patches or fixes, or undertake other urgent maintenance activities to protect the security, availability or stability of the production environment. These conditions may include security threats, such as virus and denial-of-service (DoS) attacks, as well as firmware updates and other actions required to respond to unforeseen circumstances outside of Model N’s control. To the extent practical with consideration to the level of urgency, Model N will contact Customer and

provide the expected start time and the planned duration of the Emergency Maintenance and if Model N expects the Service to be unavailable during the Emergency Maintenance. Model N will work with Customer in good faith to determine an alternate start time for the Emergency Maintenance upon request by Customer.

1.1.5 “Scheduled Maintenance” means unavailability outside of Emergency Maintenance that Model N determines is required to perform (i) updates to hardware or software in Model N’s technical environment, (ii) updates to increase capacity, and (iii) Service updates. Model N will provide Customer no less than five (5) business days’ advance notice and will use commercially reasonable efforts to schedule maintenance during non-peak usage hours. Model N will work with Customer in good faith to determine an alternate start time for the Scheduled Maintenance upon request by Customer.

1.2 Service Credit. If the production instance of the Service does not achieve the SLA Commitment in any annual period of the Initial Term or Renewal Term, if any, Model N will provide Customer with the service credit in accordance with the applicable measurement period indicated in the table in Section 1.1 above and support tier indicated in the table below. The service credit will be calculated as a percentage of the then-current annual Subscription Fee.

% of Availability	Service Credit		
	Standard Support	Enhanced Support	Premium Support
99.79% – 99.0%	1%	2.5%	5%
98.9% – 97.0%	2.5%	5%	7.5%
96.9% – 95.0%	5%	7.5%	10%
< 95.0%	7.5%	10%	15%

1.2.1 Any service credit that Customer is entitled to hereunder will be applied against the Subscription Fee payable by Customer for the following Term for the applicable Service. If a service credit cannot be applied to a future Subscription Fee due to nonrenewal of the applicable Service or termination of this Agreement (except for terminations by Model N due to a material uncured breach by Customer), Model N will pay Customer the amount of the service credit; payment terms are net sixty (60) days after (i) Model N’s receipt of notice of nonrenewal or (ii) termination of this Agreement, as applicable.

1.2.2 Model N will provide Customer with a web-based portal where Customer may monitor Availability for most Model N Services. Customer shall notify Model N customer support personnel within five (5) business days from the date of the incident it first believes entitles it to receive a service credit. In the event of a discrepancy between Model N’s uptime percentage reports and Customer’s perception of system uptime, Model N will use log files, database records, audit logs, and any other information available to validate claims and make a good faith judgment on the applicability of the SLA Commitment to the applicable incident. Model N shall make information used to validate a claim made under this SLA available for auditing by Customer at Customer’s reasonable request. If Customer, after examination of such files, records, etc., continues to believe there is a discrepancy, Customer shall provide Model N a detailed description of the circumstances in which Customer was unable to access the Service and substantiating documents that Model N may reasonably request. If Customer fails to comply with these reporting requirements, Model N has no obligation to provide a service credit beyond any service credit owing based on Model N’s records.

1.2.3 In the event Model N does not achieve the SLA commitment, except as set forth immediately below (Termination Right), Customer may choose one but not both of the following: (a) avail itself of the SLA credit as its sole and exclusive remedy or (b) pursue other remedies available at law.

1.3 Termination Right. Customer may terminate this Agreement and receive a pro-rated refund of any pre-paid Subscription Fee for the unused portion of the applicable Term if the production instance of the Service fails to achieve the percentage of Availability for the consecutive period in any annual period of the Initial Term or Renewal Term, if any, in accordance with the applicable support tier indicated in the table below. This termination right expires thirty (30) days after the end of the applicable consecutive period.

% Availability	Consecutive Period		
	Standard Support	Enhanced Support	Premium Support
< 95.0%	6 months	4 months	2 months

2. CUSTOMER SUPPORT

2.1 Definitions.

2.1.1 “Customer Support Contacts” means the number of individuals designated by Customer and trained in the Service who will be authorized to report Problems to Model N in accordance with the applicable support tier indicated in the table below:

Number of Contacts		
Standard Support	Enhanced Support	Premium Support
2	4	6

2.1.2 “Fix” means the repair or correction of or resolution to a Problem.

2.1.3 “Problem” means a problem or error encountered in the reasonable use of the Service that degrades the performance of the Service as compared to Model N’s then-current documentation. Problems are classified as follows:

A. **“Blocker Problem”** means a Problem that has a critical business impact and critical urgency due to causing the Service to fail catastrophically or rendering it inoperative by the Customer and all end users.

B. **“Critical Problem”** means a Problem that has a critical business impact and high urgency due to causing severe degradation in the operation of the Service such as preventing processing in a manner that has an imminent (within 72 hours) financial or regulatory impact, but where some or all end users can still use partial functionality of the Service.

C. **“Major Problem”** means a Problem that has a major business impact and medium urgency or significant business impact and high urgency due to causing partial degradation in the operation of key features of the Service. An alternative process is available to overcome the impacted operations.

D. **“Medium Problem”** means a Problem that has a moderate business impact and medium urgency due to causing partial degradation in the operation of the Service in which limited elements of usability or some business operations of the Service are impacted, but most business operations of the Service continue to function normally. An alternative process is available to overcome the impacted operations.

E. **“Minor Problem”** means a Problem that has a marginal business impact and low urgency due to causing partial degradation in the operation of the Service in which there is little or no impact on the Service, but Customer requires assistance or advice in using the Service.

F. **“Trivial Problem”** means a Problem that has a negligible business impact and low urgency due to causing cosmetic or extremely localized degradation in the operation of the Service in which there is little or no impact on the Service, but Customer requires assistance or advice in using the Service.

2.1.4 “Problem Correction” means the use of commercially reasonable efforts to correct or resolve Problems, which may include Fixes, Workarounds or other remedies.

2.1.5 “Problem Report” means a reasonable description of a problem encountered by Customer, including: (i) the end user who encountered the Problem, (ii) the date and time the Problem was encountered, (iii) the functions the end user was attempting, (iv) concise steps to reproduce the Problem, (v) any Problem messages displayed by the Service, (vi) any associated log files, and (vii) the steps taken by the Customer Support Contacts to resolve the Problem.

2.1.6 “Workaround” means a change in the procedures followed or data supplied by Customer to avoid a Problem temporarily without substantially impairing Customer’s use of the Service.

2.2 Customer Support Services. During Support Hours, Model N will provide the following support services to Customer for the production instance of the Service for the Term applicable to each Order (the **“Customer Support Services”**).

2.2.1 Customer Portal. Model N will provide Customer with a web-based portal that is designed to be accessed directly via the internet. Among other things, the customer portal will include information on Model N products to troubleshoot basic issues and allow Customer to monitor Availability.

2.2.2 Support Portal. Model N will provide Customer with a web-based portal that is designed to be accessed directly via the internet for the purpose of submitting Problem Reports by authorized Customer Support Contacts.

2.2.3 Problem Correction. During Support Hours, Model N will provide Problem Correction to the Customer Support Contacts.

2.2.4 Technical Support Management. Model N will assign Customer a Technical Account Manager (“TAM”) who will be Customer’s primary technical support resource for Problem Correction in accordance with the applicable support tier indicated in the table below:

	Technical Account Manager		
	Standard Support	Enhanced Support	Premium Support
Included	No*	Yes	Yes
Time Zone	N/A	Model N will choose India Standard Time, Eastern Time, or Pacific Time	Customer may choose India Standard Time, Eastern Time, or Pacific Time

*Problem Reports will be assigned to a technical support resource on a first-available basis.

2.2.5 Case Review and Status Meetings. Customer may elect to have case review and status meetings with Customer’s TAM to discuss open Problems in accordance with the applicable support tier indicated in the table below. Meetings may be scheduled on a weekly, monthly, or quarterly basis as mutually agreed.

	Case Review and Status Meetings		
	Standard Support	Enhanced Support	Premium Support
Included	No	Yes	Yes

2.2.6 Dedicated Support Environment. Model N will provide a non-production cloud-based environment, which will include Customer Data and Customer-Specific enhancements, if any, dedicated to troubleshooting Problems in accordance with the applicable support tier indicated in the table below. This environment is specifically created and maintained to speed the triage of production issues and is only to be used for that purpose. Customer must notify Model N of the exact build being used in this environment. This environment will be refreshed with current production data when regular seasonal releases and updates are generally available.

	Dedicated Support Environment		
	Standard Support	Enhanced Support	Premium Support
Included	No	No	Yes

2.2.7 Enhancements. At its discretion, Model N will make enhancements to the Service generally available through seasonal or interim releases. Such generally available enhancements expressly exclude any release, options or future products or functionality to which Model N generally offers separately from the Service subscribed to by Customer. Subject to Customer’s payment of the applicable Subscription Fee, generally available enhancements to the Service will be made available to Customer without additional charge; provided, however, it is expressly understood and agreed that any professional services required by Customer (i) in connection with Customer-specific enhancements or (ii) to implement generally available enhancements to the Service in Customer’s environment or otherwise are not included as part of the Service, the Subscription Fee or the Customer Support Services provided under this SLA.

2.2.8 Release Planning and Support. Model N will assist Customer in developing a timeline for updating the current release of the Service and shall provide at least thirty (30) days’ advance notice. Model N will provide a reasonable time window (no more than sixty (60) days) for Customer to test the new release before deployment and will assist in troubleshooting during this testing period.

2.2.9 Problem Reporting. Prior to submitting a Problem Report, Customer shall make all reasonable efforts to resolve the Problem without assistance from Model N. Customer Support Contacts shall attempt to reproduce any problems reported to Customer by end users and only report reproducible Problems. Customer Support Contacts shall report any Problem encountered to Model N by submitting a Problem Report using the support portal provided by Model N.

2.2.10 Support Hours. Customer Support Services will be available during the timeframes (“Support Hours”) in accordance with the applicable support tier indicated in the table below:

Severity Level	Support Hours*		
	Standard Support	Enhanced Support	Premium Support
Blocker	8 am – 8 pm (Mon – Fri) (Eastern Time Zone)	24x5 (Mon – Fri) (Eastern Time Zone)	24x7 (Mon – Sun)
Critical		8 am – 8 pm (Mon – Fri) (Eastern Time Zone)	8 am – 8 pm (Mon – Fri) (Eastern Time Zone)
Major			
Medium			
Minor			
Trivial		8 am – 8 pm (Mon – Fri) (Eastern Time Zone)	

* References to Eastern Time Zone excludes U.S. Federal Bank Holidays, except for Blocker and Critical Problems.

2.2.11 Response Time. During the applicable Support Hours, Model N will begin to investigate Problems according to the applicable severity level within the timeframe in accordance with the applicable support tier indicated in the table below:

Severity Level	Initial Response Time		
	Standard Support	Enhanced Support	Premium Support
Blocker	2 hours	2 hours	30 minutes
Critical	4 hours	3 hours	30 minutes
Major	1 day	8 hours	4 hours
Medium	2 days	1 day	12 hours
Minor	5 days	3 days	1 day
Trivial	10 days	5 days	2 days

2.2.12 Problem Resolution. During Support Hours, Model N will use commercially reasonable efforts to resolve each Problem that is found by Model N to be due to a defect or error in the Service and, subject to the applicable support tier, will provide the frequency of status updates according to the applicable severity level within the timeframe indicated in the table below:

Severity Level	Resolution Effort	Minimum Frequency of Status Update
Blocker	Continuous effort during Support Hours until resolution or a Workaround provided	Premium: 3 per day Enhanced: 2 per day Standard: 1 per day
Critical	Commercially reasonable effort during Support Hours until resolution or workaround provided	1 per day
Major, Medium, Minor & Trivial	Prioritized according to business needs	After significant status change

Model N’s resolution may include providing a Fix or mutually agreed upon Workaround or other commercially reasonable remedy, as appropriate to the severity level.

If Model N believes that a problem reported by Customer is not due to a problem in the Service, Model N will so notify Customer via the support portal. At that time, Customer may (i) instruct Model N not to pursue the Problem or (ii) instruct Model N to proceed with Problem determination; provided, however, Customer agrees to pay (at Model N’s then-current professional services rates) for any work done by Model N investigating a Problem that Model N can document was not a Problem with the Service.

2.2.13 Exclusions. Model N shall have no obligation to support Problems caused by Customer-specific enhancements, Customer Technology not in compliance with minimum requirements and specifications for the Service, Customer’s negligence, abuse, misapplication or misuse of the Service, use other than as specified in the Documentation or other causes beyond the control of Model N. Model N shall have no liability for any changes in Customer’s hardware that may be necessary to use the Service due to a Workaround or enhancement.

2.2.14 Seasonal Releases / End of Life. Model N makes regular seasonal releases of the Service generally available and Customer agrees to update to a current seasonal release at least once per year. To minimize disruption during the update process, for any release, Customer Support Services are available for a maximum of eighteen (18) months after such release has been made generally available, or for products based on the Platform Service, Customer Support Services are available for any release only until the second seasonal release thereafter has been made generally available (in each case, the “*Support Period*”). Notwithstanding the foregoing, it is expressly acknowledged and agreed that enhancements or other additional functionality made generally available in a future seasonal release shall not be applied (“*backported*”) to a prior seasonal release; provided, however, for Fixes Model N may make release packs to a prior seasonal release available to Customer for the duration of the applicable Support Period. For clarity, upon expiration of the applicable Support Period, the corresponding release will not be supported pursuant to this SLA, and Model N shall have no liability for Security Incidents arising from an out-of-support release where the vulnerability that lead to the Security Incident was not present in a later release. Notwithstanding the expiration of the Support Period, all Subscription Fees for the duration of the Term of an Order continue to be owed and payable by Customer in accordance with such Order.