

**EXHIBIT A
SUPPORT POLICY AND SERVICE LEVEL AGREEMENT**

This Virtana Support Policy and Service Level Agreement (“**Policy**”) is subject to the agreement between you (“**Customer**”) and Virtual Instruments Inc., DBA Virtana. (“**Virtana**”) under which Virtana provides the Service that references this Policy (“**Agreement**”). This Policy describes Virtana’s support offering provided by Virtana’s technical support team (“**Virtana Support**”) in connection with support requests related to bugs, defects, or errors in the Service causing it not to perform in material conformance with the Documentation (“**Errors**”). This Policy also describes the service level commitments applicable to the Service. This Policy may be updated by Virtana from time to time upon notice (which may be provided through the Service or by posting an updated version of this Policy). Capitalized terms not defined in this Policy shall have the meaning given to them in the Agreement.

1. **General Support Offering.** Virtana will provide Customer with email and online support, Monday through Friday, from 8:00 a.m. to 6:00 p.m. Pacific Time, excluding designated Virtana company holidays (“**Business Hours**”). Customer may only designate Users as support contacts (“**Customer Contacts**”). Virtana shall provide English-speaking remote assistance to Customer Contacts for questions or issues arising from any Errors, as further described in this Policy, including troubleshooting, diagnosis, and recommendations for potential workarounds for the duration of Customer’s subscription to the applicable Service.

2. **Open Source Client and Server Support.** Provided that Customer has purchased a subscription to the Service (Virtana Platform), Support provided by Virtana under this Exhibit will also cover Errors in the “Virtana Platform” open-source products (“**OSS Offerings**”) made separately available under the M.I.T. open source license (“**OSS Licenses**”). Except for Virtana Support, no other term or condition of the Agreement shall govern Customer’s use of the OSS Offerings, which shall be and remain solely subject to the OSS Licenses. Further, for clarity, the Service Level Commitment in Section 9 below does not apply to any OSS Offerings, which are installed and operated by Customer or its representatives and are not hosted by Virtana.

3. **Contacting Virtana Support.** Customer Contacts may contact Virtana Support by submitting a support request to the Virtana webpage or other email or URL as may be designated by Virtana (“**Virtana Support Portal**”) and designating the appropriate severity level according to Table 1 below (“**Severity Level**”) solely for purposes of having the support request submitted (collectively, a “**Support Case**”). All Customer Contacts must be reasonably trained in the use and functionality of the Service and the Virtana Documentation and shall use reasonable diligence to ensure a perceived Error is not an issue with Customer equipment, software, or internet connectivity.

4. **Submission of Support Cases.** Each Support Case shall; (a) designate the Severity Level of the Error in accordance with the definitions in Table 1, (b) identify the Customer’s account that experienced the error, (c) include information sufficiently detailed to allow Virtana to duplicate the Error (including any relevant error messages), and (d) provide contact information for the Customer Contact most familiar with the issue. Unless Customer expressly designates the Severity Level, the Support Case will default to a P4 Error.

5. **Error Response.** Upon receipt of a Support Case, Virtana will perform an initial diagnosis to attempt to determine the Error and assign the applicable Severity Level based on descriptions in Table 1. All response times shall be as set forth in the table below, and with respect to P3 or P4 Errors will commence at the beginning of the next business day for requests for Support Cases that are logged during non-business hours. If Virtana’s Severity Level designation is different from that assigned by Customer, Virtana will promptly notify Customer in advance of such designation. If Customer notifies Virtana of a reasonable basis for disagreeing with Virtana’s designated Severity Level, the parties will discuss in an effort to come to mutual agreement. If disagreement remains after discussion, each party will escalate within its organization and use good faith efforts to mutually agree on the appropriate Severity Level.

6. **Severity Levels.** Table 1 below states the Severity Levels for the Service:

Priority level	Description	Initial Response Time
P1	A Priority 1 Error means the Service is severely impacted or completely shut down or there is an Error in the Service that makes Customer’s use of the Service impossible, with no alternative available.	Within 1 hour (during or outside of Business Hours)
P2	A P2 Error means (i) the Service is functioning with limited capabilities, or (ii) the Service is unstable with periodic interruptions.	Within 4 hours (during or outside of Business Hours)

P3	A P3 Error that has a medium-to-low impact on the Service but does not prevent Customer from accessing and using critical functionality of the Service.	Within 1 business day (during Business Hours)
P4	A P4 Error that has low-to-no impact on Customer's access to and use of the Service, including but not limited to, requests for new features, product enhancements, or documentation. A P4 Error may include (i) a need to clarify procedures or information in documentation, (ii) a request for a product enhancement or new feature, (iii) cosmetic or non-functional Errors; or (iv) Errors in the documentation.	Within 3 business days (during Business Hours)

7. **Bug Fixing.** Virtana will investigate Support Cases concerning suspected Errors within the Service for which bug fixes may be required. Virtana will use commercially reasonable efforts to promptly correct the Error or provide a workaround to permit Customer to use the Service substantially in conformance with the applicable Documentation. A bug fix or workaround may be provided in the form of a temporary fix, procedure or routine.

8. **Updates.** For so long as Customer is timely in the performance of its obligations under this Agreement, and has paid to Virtana the corresponding Fees, the Service shall include access to all generally-available updates and upgrades to the Service that Virtana implements across the Service.

9. **Service Level Commitment.**

9.1. **Uptime Commitment.** During the Subscription Term, Virtana will make the Service available an average of at least 99.90% of the time, measured on a monthly basis, excluding (a) scheduled downtime, or (b) any unavailability or downtime caused by any circumstance excluded under Section 9 below ("**Service Level Commitment**").

9.2. **Credits.** In the event that If the Service fails to meet the Service Level Commitment in a given month ("**Service Level Failure**"), then as Customer's sole and exclusive remedy (other than the termination right in Section 9.3 below), Customer shall receive the applicable credits set forth in Table 2 below ("**Service Level Credits**"), credited against Customer's usage in the calendar month following the Service Level Failure provided that Customer requests Service Level Credits within twenty-one (21) days of the calendar month in which the Service Level Failure occurred. Service Level Credits may not be exchanged for, or converted to, monetary amounts.

Availability	Service Level Credit
Under 99.9% but greater than or equal to 99.0%	5% of the Average Monthly Fee
Under 99.0% but greater than or equal to 95.0%	10% of the Average Monthly Fee
Under 95.0%	15% of the Average Monthly Fee

For purposes of this Section 9.2, the "**Average Monthly Fee**" means one twelfth (1/12) of the annual subscription fee purchased by Customer on the Order. For example, if Customer purchases an annual subscription of \$12,000.00 U.S.D., then the Average Monthly Fee is \$1,000.00 U.S.D. Service Level Credits will be based on the applicable Availability tier noted in Table 2 above. For instance, using the hypothetical Average Monthly Fee noted in this Section, if, during one month of the Subscription Term, the Service Level Failure is at 94.0%, then Customer's Service Level Credit equals 15% of \$1,000 U.S.D., or \$150 U.S.D.

9.3. **Additional Termination Right.** In addition to Service Level Credits, Customer may terminate the affected Order on written notice to Virtana in the event that Virtana fails to meet the Service Level Commitment in any three (3) months in any rolling twelve (12) month period, in which case Customer shall receive a pro-rata refund of pre-paid Fees remaining for the then-current Subscription Term.

10. **Policy Exclusions.** Virtana will have no liability for any failure to meet the Service Level to the extent arising from: (i) use of the Service by Customer or its Users other than as authorized under the Agreement, Order, or Documentation; (ii) errors or unavailability of Customer Data or Third Party Applications that provide the same for

use with the Service; (iii) Customer or User equipment, networks, or devices; (iv) third party acts, or services and/or systems not provided by Virtana or Virtana's contractors; (v) general Internet problems, or other factors outside of Virtana's reasonable control, including force majeure events; (vi) evaluation, beta, demonstration, non-production or proof-of concept uses or versions of the Service. Virtana will have no obligations to provide support for Third Party Applications or services, or for custom scripts or code not native to the Service. Additionally, if Customer desires technical or professional services from Virtana, including but not limited to services related to data modeling, code development, migration, or product training, then Customer and Virtana must enter into a mutually executed SOW for such services.