

A+ Animal Support Plan SLA and Reasonable Use Policy (RUP)

Updated 2023-12-02

DAG Tech, LLC (“we,” “us,” “our,” or “DAGTECH”) provides this A+ Animal Support Plan Service Level Agreement (“SLA”) to ensure its CLIENTS are fully informed of the scope of Services of its A+ Animal Support Plans. This A+ Animal Support Plan SLA is designed to specify the details of the A+ Animal Support Plan Services to be provided to the CLIENT. This A+ Animal Support Plan SLA applies to all DAG TECH A+ Animal Support Plans, or similar Services, and is incorporated by reference into all of T&Cs, RUP, the Agreement, and/or similar agreements.

By accessing or using the Service, the CLIENT consents to the terms and conditions described in this A+ Animal Support Plan SLA. Please further note, that any capitalized terms not defined herein, shall have the meaning ascribed to it in the DAG TECH T&Cs available at the Locations.

A+ Animal Support Plan Services:

1. Services and Service Levels. DAG TECH will provide A+ Animal Information Technology Support Services (“Services”) to the Master Account. Services mean those services covered in the applicable subscription plan, incorporated herein by reference, to which the CLIENT subscribes. Further, the Services are subject to the following service levels:
 - a. Priority Level Definition. The Services shall be categorized and addressed in accordance with the following Priority Levels:
 - i. Urgent – Critical Services down, company data loss, urgent security response, time sensitive offboarding.
 - ii. High – Non-critical Services down, User data loss, security response, normal offboarding.
 - iii. Normal – Resolutions, configuration modifications, Services optimization, onboarding, standard maintenance.
 - iv. Low – User preferences, User device optimization, low priority maintenance.

The Priority Level shall be determined by DAG TECH at its sole discretion.

- b. Service Desk. DAG Tech shall provide the CLIENT and its Users with a Service Desk to address help requests in accordance with the following:
 - i. Scope. For any Service help requests, the CLIENT/User shall contact the Service Desk in the following manner:
 1. For helpdesk requests submitted to helpdesk@dagtech.com or telephoned in via phone numbers published at <https://www.dagtech.com/global-it-services/>. Helpdesk response times and accuracy requires CLIENT/User to provide submission via helpdesk.
 2. For alerts including; network monitoring, security monitoring, and technology monitoring.
 - ii. Acknowledgement Time (MTTA – Mean-Time-to-Acknowledgement).
 1. Average acknowledgement time for any issues received by the Service Desk, calculated on a quarterly basis, shall be 10 minutes.

iii. Resolution Time (MTTRI – Mean-Time-to-Resolution-Initiation).

1. Urgent Priority – For average initiation time for any urgent issues received by the IT Service Desk, calculated on a quarterly basis, DAG TECH shall use commercially reasonable efforts to initiate resolution within 10 minutes during “**Business Hours**”, which shall mean 9am to 5pm local time, during Business Days (as defined below). If DAG TECH determines at its sole discretion that on-site presence is necessary, DAG TECH shall provide an on-site presence within 4 Business Hours or as scheduled.
2. High Priority – For average initiation time for any high priority issues received by the IT Service Desk, calculated on a quarterly basis, DAG TECH shall use commercially reasonable efforts to initiate resolution within 30 minutes during Business Hours. If DAG TECH determines at its sole discretion that on-site presence is necessary, DAG TECH shall provide an on-site presence within 8 Business Hours or as scheduled.
3. Normal Priority – For average initiation time for any normal priority issues received by the IT Service Desk, calculated on a quarterly basis, DAG TECH shall use commercially reasonable efforts to initiate resolution within 2 Business Hours. If DAG TECH determines at its sole discretion that on-site presence is necessary, DAG TECH shall provide an on-site presence within 3 “**Business Days**” which shall mean Monday through Friday except US public holidays or as scheduled.
4. Low Priority – For average initiation time for any low priority issues received by the IT Service Desk, calculated on a quarterly basis, DAG TECH shall use commercially reasonable efforts to initiate resolution within 4 Business Hours. If DAG TECH determines at its sole discretion that on-site presence is necessary, DAG TECH shall provide an on-site presence within 5 Business Days or as scheduled.

iv. Resolution Time (MTTR – Mean-Time-to-Resolution).

1. Time to resolve issues is dependent on the nature of the issue and will be indicated in the Service Desk response or upon further investigation of the issue, but in all cases in accordance with commercially reasonable efforts.
2. Resolution time shall vary by priority level with resolution of higher priority issues expedited at DAG TECH’s sole discretion.

c. Software Updates under the Service shall:

- i. Be provided by Remote Management and Monitoring (“**RMM**”) software, DAG Tech Blackjack, automatic updates, and manually performed maintenance.
- ii. Critical updates shall be deployed within 10 calendar days of release.
- iii. Non-critical updates shall be deployed within 60 calendar days of release.

d. IT Monitoring Software shall include:

- i. Network, vulnerability, cloud services, email, endpoint, domain name services, website and web certificate monitoring software shall be provisioned within 30 Business Days of service initiation.
- ii. Generated notifications shall be sent to DAG TECH Service Desk for review and response.
- iii. Software shall be continually improved where possible and monitored for completeness.

e. Backup Software shall be maintained by DAG Tech in the following manner:

- i. SaaS productivity suite data backup shall be provisioned within 30 calendar Business Days of service initiation.

- ii. Data retrieval shall be initiated in accordance to stated priority response times, and are subject to data download speeds, availability of restorable resources, and logistics.
 - iii. Software shall be continually improved where possible and monitored for completeness.
- f. Documentation Software shall be maintained by DAG Tech in the following manner:
 - i. IT documentation, technology inventory, and password management shall be provisioned within 30 calendar days of service initiation.
 - ii. Documentation shall be continually improved where possible and monitored for completeness.
- g. New User Deployments (Onboarding Seats) shall be handled in the following manner by DAG Tech:
 - i. Response times and accuracy requires CLIENT to provide notification via DAG Tech Setsail.
 - ii. DAG Tech Setsail will be provisioned and available to use within 30 calendar days of service initiation.
 - iii. CLIENT end-User cloud (“SaaS”) Services shall be available within 3 Business Days of immediate notification, or at a defined time with advance notification.
 - iv. Computer configurations shall be completed within 3 Business Days of access to required hardware.
 - v. CLIENT shall be responsible for hardware costs, operating system and software costs, shipping costs, and packaging costs.
- h. Existing User Terminations (Offboarding) shall be processed as follows:
 - i. Response times and accuracy requires CLIENT to provide notification via DAG Tech Setsail.
 - ii. DAG Tech Setsail shall be provisioned and available to use within 30 calendar days of the corresponding Service initiation.
 - iii. CLIENT end-User cloud services and data access shall be terminated and/or redirected within 1 Business Day of immediate notification, or at a predefined time with advance Setsail notification.
 - iv. CLIENT desktop data shall be removed and/or redirected within 1 Business Day of immediate Setsail notification, or at a defined time with advance notification.
 - v. CLIENT shall be responsible for reclaiming end-User hardware.
 - vi. CLIENT may elect to have DAG TECH wipe and re-provision end-User hardware.
- i. Procurement. DAG Tech shall process CLIENT’s procurement requests in the following manner:
 - i. DAG TECH shall initiate procurement requests to vendors within 2 Business Days.
 - ii. DAG TECH shall use commercially reasonable efforts to provide competitive pricing and expedited receipt of auxiliary technology materials.
 - iii. DAG TECH and CLIENT may negotiate standardized pricing issued via auxiliary Bill-of-Materials (BOM) or published on public or private custom estore.dagtech.com web pages.
 - iv. DAG TECH is not responsible nor obligated for fulfilling procurement requests.
 - v. DAG TECH is not responsible for direct warranty support or repair of procured technology materials.
- j. Policies. DAG Tech shall develop policies for the CLIENT in accordance with the following:

- i. DAG TECH shall develop and electronically submit (6) “general good practice” (“**GxP**”) policies, including Security Policy, Cybersecurity Policy, Business Continuity, Disaster Recovery Plan, Privacy Policy, and End-User Technology Policy, within 90 calendar days of service initiation.
 - ii. Customizations beyond GxP can be provided by the auxiliary DAG Tech CxO Program.
 - iii. Policies shall be updated and resubmitted electronically on a yearly basis.
- k. Strategic Guidance. DAG Tech shall provide the CLIENT with strategic guidance in the following manner:
 - i. DAG Tech State of The Technology reports shall be delivered electronically within 30 calendar days of the completion of each calendar quarter.
 - ii. Reports may contain recommendations and remediation requiring CLIENT participation and auxiliary project spending to improve scoring and security.
 - iii. Reports shall contain a recommended schedule and self-service links for Security Awareness Training and Technology E-Learning courses.
- l. Technology Success Program. DAG Tech shall run a Technology Success Program for the CLIENT, subject to the following:
 - i. Technology Success shall require CLIENT participation in recurring quarterly 30- to 60-minute review calls.
 - ii. Technology Success shall require CLIENT population of recurring quarterly Technology Success surveys.
 - iii. DAG TECH shall conduct internal processes to assure Technology Success.
- 2. Seats. DAG Tech shall provide these Services for the CLIENT Seats for the CLIENT’s Users under the Master Account, in accordance with the following:
 - a. The Services and Master Account shall be subject to a minimum number of 10 Seats. The exact number of Seats requested by the CLIENT to which DAG Tech shall provide the Services shall be as mutually agreed by the Parties in writing.
 - b. In the event that the number of Seats to be provided under this Agreement, is subject to any volume discounts in Price (as defined below), then such volume discount can only be availed hereunder, if this Agreement is locked into a fixed minimum term (such minimum fixed term shall be as specified by DAG Tech in writing), where any termination by the CLIENT of this Agreement without cause, shall be subject to a termination for convenience fee, as specified hereinbelow. In the event that the CLIENT wishes for this Agreement term to remain monthly (with automatic renewal unless otherwise specified by written notice by either Party of its intention not to renew further), then the CLIENT shall not be entitled to any volume discounts for the number of Seats requested under this Agreement.

A+ Animal Reasonable Use Policy

Version updated 2023-08-30

DAG Tech, LLC (“**we**,” “**us**,” “**our**,” or “**DAGTECH**”) provides this Reasonable Use Policy (“**RUP**”) to ensure its CLIENTS are fully informed of the intended and permissible uses of its A+ Animal Support Plans, or similar services. This RUP is designed to prevent abuse of DAG TECH’s A+ Animal Support Plans, or similar services. This RUP applies to all DAG TECH A+ Animal Support Plans, or similar

Services, and is incorporated by reference into all of DAG TECH's A+ Animal SLA and T&Cs, the Agreement, and/or similar agreements.

By accessing or using the Service, the CLIENT consents to the usage practices described in this RUP. Please note that certain features or services referenced in this RUP may not be offered on the Service at all times. Please further note, that any capitalized terms not defined herein, shall have the meaning ascribed to it in the DAG TECH T&Cs available at the Locations.

DAG TECH's A+ Animal Support Plans and similar Services are limited to normal, reasonable use consistent with types and levels of usage by a typical subscriber. DAG TECH reserves the right to prevent or stop any use of our A+ Animal Support Plans or similar Services that appears to DAG TECH, at its sole discretion, to be abusive ("Unreasonable Use"). The following is a non-exhaustive list of practices that may constitute Unreasonable Use:

- Use of DAG TECH A+ Animal Support Plans and similar Services for any unlawful purpose, including, but not limited to: any usage that encourages conduct that would constitute a criminal offense, give rise to civil liability, or violate any applicable law;
- Usage of the Service, SAAS, and/or Locations that is unduly burdensome;
- Usage of the Service, SAAS, and/or Locations in excess of usage metrics;
- Usage of the Service, SAAS, and/or Locations that circumvents restrictions imposed by DAG TECH's A+ Animal Support Plans or similar Services;
- Usage of the Service, SAAS, and/or Locations that violates reasonable use limits for specific A+ Animal or similar Services in accordance with the below Reasonable Use Table or as otherwise determined by DAG TECH at its sole discretion; and
- Any other usage of the Service, SAAS, and/or Locations that DAG TECH determines to be unreasonable.

Other usage of the Service, SAAS, and/or Locations may be relevant in determining Unreasonable Use and DAG TECH reserves the right to consider any unlawful, prohibited, abnormal, unusual, or excessive activity when it determines Unreasonable Use.

DAG TECH may, at its sole discretion, terminate or suspend its relationship with a CLIENT (and/or any Users/Seats under such CLIENT's Master Account), the CLIENT's Master Account, and the CLIENT's use of any DAG TECH A+ Animal Support Plan or similar Services, if it determines the CLIENT is engaged in Unreasonable Use.

Reasonable Use Table

CATEGORY	REASONABLE USE LIMIT	EXAMPLES OF UNREASONABLE USE AND THEREFORE NOT COVERED BY THE A+ ANIMAL SERVICE LEVEL AGREEMENT*
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<p>Access Control Reconfiguration</p>	<p>Voluntary changes that impact user access to networks, applications, or services will not be covered.</p>	<p>Implementing 802.1X; Implementing Single Sign On (SSO) or Multi-Factor Authentication (MFA)</p>
<p>Cloud Services</p>	<p>Cloud service inventory must be available through automated inventory management systems.</p>	<p>Manually inventorying of cloud services or systems</p>
<p>E-Learning</p>	<p>User training for software, systems, or services is limited to vendor training materials.</p>	<p>End-user training sessions Custom courses</p>
<p>End User Device Support</p>	<p>Maximum three (3) endpoints per supported user (e.g. two computers, one smartphone).</p>	<p>End-user has more than three devices</p>
<p>EOL Support</p>	<p>Legacy systems or systems that are out of official support from the vendor (end-of-life) will not be covered.</p>	<p>Support servers running Windows Server 2003, which ended extended support from Microsoft in July 2015.</p>
<p>Ethernet Infrastructure Issues</p>	<p>Troubleshooting, toning, tagging of structured cabling must be performed by a third-party specialist.</p>	<p>Toning faulty cabling; tracing structured cabling</p>

<p>Hardware Repair</p>	<p>Hardware repairs must be performed by manufacturer or an authorized third-party.</p>	<p>Hard drive replacement on user's workstation; Screen replacement on smartphone</p>
<p>Internet and Cloud Service Outages and Down Time.</p>	<p>System outages will be the sole responsibility of the service provider.</p>	
<p>Inventory</p>	<p>Hardware and software inventory must be available through RMM tools.</p>	<p>Manually inventorying fleet of hardware or software assets</p>
<p>Maintenance</p>	<p>Operating System and application updates are limited to security and feature patches only.</p> <p>Software patching must be performed via Windows Update or third-party management tool except during initial system setups.</p>	<p>Operating System version upgrades</p> <p>Manually patching software across fleet</p>
<p>Migrations</p>	<p>Migrations, integrations, or bulk data moves are not covered.</p>	<p>Migrate from Exchange to Office365; Extend on-premise ActiveDirectory to hybrid cloud</p>
<p>Network Topology Changes</p>	<p>Network topology changes may only be made due to, and in the course of, troubleshooting or issue resolution, at engineer's discretion.</p>	<p>Re-addressing IP network; Re-engineering VLANs</p>

<p>Remote, WFA, and Home networks</p>	<p>Resolution of issues stemming from users' local networks will not be covered.</p>	<p>Fixing users' home or hotel internet connections</p>
<p>Software Defects</p>	<p>Software bugs or defects will be the sole responsibility of the software vendor.</p>	<p>Request to fix an application that is crashing due to software defect.</p>
<p>User Devices Upgrades</p>	<p>Manual installation, uninstallation, version upgrades, or configuration for hardware or applications may not exceed 5% (or 3 users) of fleet, whichever is higher, within one month period.</p> <p>Maximum 5% of fleet (or 3 users), which number is higher, may be replaced, upgraded, refreshed, or decommissioned within a one-month period.</p>	<p>Manually installing software on fleet; Manually re-configuring application on fleet.</p> <p>Fleet upgrades/refreshes of more systems in a single month. DAG TECH may, at its sole discretion, determine that reasonable use limits permit</p>