



Terms of Service: Exhibit C

Last modified: October 20, 2019

ENTERPRISE SUPPORT SERVICE LEVELS

1. Service Level Warranty. Subject to the exceptions set forth in the Agreement and this Exhibit, StarTex will use commercially reasonable efforts to provide the Subscription Services at or above the service levels defined below (the “**Service Level Warranty**”):
 - StarTex will use commercially reasonable efforts to provide 99.9% availability for its Subscription Services (the “**Availability Service Level**”). The Availability Service Level is calculated by determining the total time in minutes for a month, subtracting all planned maintenance time, and then dividing all unplanned downtime of the Subscription Services by the remaining time and **skip to content** ie. StarTex’s obligations with



- StarTex will notify Customer at least 3 days in advance of any additional planned maintenance occurring outside of the standard maintenance window and make efforts to accommodate Customer's needs regarding the additional maintenance requirement. StarTex will provide Customer as much notice as possible when unplanned ("**Emergency**") maintenance occurs.
- Service requests must be submitted via web portal, e-mail or telephone.
- StarTex will not be responsible for any hardware-related issues related to older mobile devices. We publish minimum recommended hardware specifications, StarTex will not be responsible for supporting poor performance on older, less performant devices.

2. Service Level Agreement. The following Service Level Agreement ("SLA") commitments shall be offered commencing in the first full calendar month following the completion of Licensee's implementation.

- SLA for Initial Response Times:
 - Priority 1 Support Messages ("Urgent"). StarTex shall respond to Priority 1 Support Messages (currently defined as production system shut-down or severe restrictions in the StarTex productive system that prevent productive work) within two (2) hours of StarTex's receipt of such Priority 1 Support Messages.
 - Priority 2 Support Messages ("High"). StarTex shall respond to Priority 2 Support Messages (currently defined as severe loss of functionality, significant

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- Priority 3 Support Messages (“Normal” and “Low”). StarTex shall respond to Priority 3 Support Messages (currently defined as Normal—minor loss of functionality, moderate restrictions in the StarTex productive system—and Low—insignificant loss of functionality, with simple workarounds) within five (5) business days of StarTex’s receipt of such Priority 3 Support Messages.
- SLA for Corrective Action Response Time for Support Messages
 - SLA for Corrective Action Response Time for Priority 1 Support Messages. StarTex shall escalate the ticket or provide a solution, work around or action plan for resolution (“Corrective Action”) of Licensee’s Priority 1 support message within eight (8) hours of StarTex’s receipt of such Priority 1 Support Messages. In the event an action plan is submitted to Licensee as a Corrective Action, such action plan shall include: (i) status of the error resolution process; (ii) planned next steps, including identifying responsible StarTex resources; (iii) required Licensee actions to support error resolution process; (iv) to the extent possible, due dates for StarTex’s actions; and (v) date and time for next status update from StarTex. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update. The time for Corrective Action refers only to that part of the processing time when the support message is in the status “Open” at StarTex.
 - SLA for Corrective Action Response Time for Priority 2 Support Messages. StarTex shall escalate the ticket or provide a solution, work around or action plan for resolution (“Corrective Action”) of Licensee’s Priority 2 support message within eight (8) business hour [Skip to content](#) :ipt (twenty-four hours a day,



including identifying responsible StarTex resources; (iii) required Licensee actions to support error resolution process. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update. The time for Corrective Action refers only to that part of the processing time when the support message is in the status "in-process" at StarTex.

- SLA for Corrective Action Response Time for Priority 3 Support Messages. StarTex shall maintain a list of all outstanding Priority 3 support messages.

3. Remedies. In the event that StarTex fails to provide the Subscription Services at the level required by the Service Level Warranty, subject to the terms of this Exhibit, Customer may request a service credit equal to a percentage of the monthly fees paid for the Subscription Services in the amounts described in the table below (the "**Remedies**"). Service Credit Percentage for Availability for Subscription Services is a percentage of the Subscription Services fees for the month. Service Credit Percentage for Initial Response and Escalation of Support Requests is a percentage of Support Services fees for the month.

Availability for Subscription Services	
Monthly Uptime Percentage	Service Credit Percentage
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<95%	20%
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Initial Response Within 2 Hours	
Monthly Failures	Service Credit Percentage
< 5	10%
5 or more	20%

Escalation of Support Requests Within 8 Hours	
Monthly Failures	Service Credit Percentage

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5 or more

20%

- Customer Must Request Remedies. In order to receive any of the Remedies, Customer must notify StarTex via email to support@ehsinsight.com within seven (7) days from the time Customer becomes eligible to receive such Remedies. Failure to comply with this requirement will forfeit Customer's right to receive such Remedies.
- Remedies Shall Not Be Cumulative; Maximum Remedy; No Remedies if Delinquent. The Remedies set forth herein are Customer's sole and exclusive remedy for a breach of the Service Level Warranty. The aggregate maximum Remedy for any and all failures to provide Subscription Services at the level required by this Service Level Warranty that occur in a single calendar month shall not exceed one calendar month of fees. If Customer is late in making any payments owing pursuant to the Agreement at the time of the occurrence which would otherwise entitle Customer to Remedies, none of such Remedies shall be available to Customer.

4. Licensee Requirements for StarTex Enterprise Support Services.

- StarTex Enterprise Support Services Program Management. Licensee shall designate an English speaking Enterprise Support F [Skip to content](#) Such Enterprise Support



decisions for Licensee or bring about such decision without undue delay.

- Other Requirements.
 - In order to receive Enterprise Support Services hereunder, Licensee must: (i) continue to pay all Enterprise Support Service Fees for the Software licensed under and in accordance with the Agreement; (ii) otherwise fulfill its obligations under the Agreement and this Exhibit; and (iii) inform StarTex of planned changes to Licensee's solution including changing form fields and use of the API.
 - Licensee agrees to promptly disclose to StarTex and maintain adequate and current records of all Modifications and, if needed to provide Enterprise Support Services, provide such records to StarTex.
 - Licensee agrees to establish and maintain an internal Help Desk to provide first level support to Licensee's Users. Such internal Help Desk(s) must be staffed with a sufficient number of support consultants trained in the support and administration of the StarTex Software during Licensee's normal working hours, but no less than eight hours a day, five days a week. All Users may have access to StarTex's support portal however, only Licensee's Help Desk employees are authorized to contact StarTex after attempting to resolve the matter. In the event Licensee does not establish and maintain a competent Help Desk in accordance with the above, StarTex reserves the right to increase Licensee's then current Enterprise Support percentage Subscription Fees then in effect.

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notice.

5. Term and Termination.

- The initial term of the Enterprise Support Services specified herein shall be as specified in the Order Form hereto (“Initial Term”). Following the expiration of the Initial Term, this Exhibit shall automatically renew for additional one (1) year terms unless terminated by either party upon sixty (60) days written notice prior to the anniversary date of this Exhibit. Enterprise Support Services offered by StarTex may be changed annually after the Initial Term by StarTex at any time upon three (3) months prior written notice.
- Notwithstanding the forgoing, StarTex may terminate Enterprise Support Services after thirty (30) days written notice of: (i) Licensee’s failure to pay Enterprise Support Services Fees hereunder or Maintenance Fees under the Agreement; or (ii) other Licensee breach unless cured within such thirty (30) day period. In the event of termination hereunder, Licensee shall be entitled to a prorata refund of any prepaid Enterprise Support Service Fees for the period in which such termination occurred.
- In the event Licensee elects not to commence Enterprise Support upon the first day of the month following initial implementation of the Software, or Enterprise Support is otherwise declined for some period of time, and is subsequently requested or reinstated, StarTex will invoice Licensee the accrued Enterprise Support Fees associated

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ONLINE TRAINING ADDITIONAL TERMS

If you purchased or plan to purchase the Online Training Content Library Services see Exhibit D, which defines additional Terms related to your subscription.

Quick Links

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Quality Management

Safety Software

Sustainability Management

Training Management & Content

Vendor Management

Work Observations

Company

Our Implementation Process

Cloud Security

Careers

Contact Us

Privacy & Compliance

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