

# Service Level Agreement with Respect to the Plume HomePass, WorkPass and Uprise Services

Subject, in all cases to the terms of the Service Level Agreement (this “**SLA**”), Plume will use commercially reasonable efforts to make the HomePass, WorkPass and Uprise Plume Services available without interruption, except that none of such Plume Services are or will be considered unavailable if the unavailability results from (a) Plume Maintenance, (b) any use of any of such Plume Services by Provider or Customers that is inconsistent with the terms of this Agreement, Plume’s End-User Terms, or Provider’s end user license agreement concerning the Plume Services, (c) any fault, failure, or fluctuation of Provider’s or any Customer’s information technology systems, electrical supplies or systems, or access to the internet, (d) Provider’s failure to follow reasonable backup and restoration procedures for its IT systems, (e) Provider’s failure to comply with any of its obligations under this Agreement, (f) one or more Warranty Exceptions or (g) an event beyond its reasonable control, including any natural disaster. “**Plume Maintenance**” means (i) general maintenance conducted no more than 15 hours per month or that is necessary to perform preventative and other routine system maintenance functions and (ii) any maintenance outside of those hours that is critical and cannot be delayed (“**Priority Maintenance**”). Plume will notify Provider promptly after scheduling any Priority Maintenance.

If any of such Plume Service is available less than 99.5% during any calendar month, Provider will receive a credit of 3.33% of that month’s fees for every 1% below 99.5%, up to 10% in any given month. In all cases, subject to the conditions of this SLA, Provider is responsible for all Tier 1 and Tier 2 support (as further described below) and Plume is responsible for all Tier 3 and Tier 4 support.

## SUPPORT TIERS

The Parties agree to determine the medium and venue for the sharing of release notes and/or other similar information. In addition, technical support documentation is captured in Plume’s learning management system which Provider will be able to access on demand and as often as needed, as well as on Plume’s support page (<https://partnersupport.plume.com/>) and through ongoing webinars.

**Tier 1 Support.** Call receipt, screening and incident classification, providing resolution of simple or known problems, the administration of Customer accounts and tracking of all incidents to resolution. Provider technical support staff responds to technical inquiries from Customers regarding the HomePass, WorkPass and/or Uprise Plume Services, installations and configurations. Provider technical support staff provides problem diagnostics services for identifying problems and generic application faults, analysis and where possible, problem resolution. Provider technical support staff will leverage tools

such as Frontline Tier 1, Plume support knowledge base, Provider case management system and order management system.

**Tier 2 Support.** Problem resolution with reference to technical support information databases, documentation or material covered in training classes, troubleshooting and building test cases to reproduce problems and identifying program errors, and creation of appropriate workaround solutions. Provider's technical support staff will perform problem isolation and replication, lab simulations and interoperability testing, remote diagnostics services and implement a workaround followed by a resolution for the identified problems. Provider technical support staff will leverage all available tools for Tier 1 and in addition also use the Plume Frontline Tier 2/3 tools.

- OpenSync Integrated Non-Plume Platforms: Provider technical support staff are required to review the device logs in partnership with the ODM if available and applicable. If no resolution can be found or if the issues identified are within OpenSync, Plume Cloud or the Plume Apps, then escalate to Tier 3 Support. Issues pertaining to hardware faults, system driver, DOCSIS/WAN, VOICE are outside the scope of Plume Support and shall be dealt with by the respective ODM.
- OpenSync Integrated Plume Platforms: Provider technical support staff to escalate issues to Tier 3 Support if no resolution can be found or if they are related to OpenSync, Plume Cloud or either of the Plume Apps.

**Tier 3 Support.** Resolution of incidents for which a resolution is not available in technical support information databases, documentation or material covered in training classes: At the request of Provider's technical support staff, Plume support engineers perform troubleshooting of the HomePass, WorkPass and/or Uprise Plume Services and, if required, isolate a problem or error and implement a resolution, including development of a workaround that restores operations. In the case of an error, Plume support engineers in partnership with Plume engineering (ODM If applicable) are able to identify the source of the error, create a reproducible test and document the details of the error. Plume engineering (ODM if applicable) is then responsible for implementing an appropriate update. Tier 3 support staff leverages all tools available to Tier 1 and Tier 2. In addition, this support staff team leverages log pull data from Plume platforms, ODM platforms, cloud logs, monitoring, and reporting tools where applicable and available.

**Tier 4 Support** – The creation of modifications to the code or application services that enable the temporary or permanent resolution of issues.

## **Support Levels and Teams**

**Tier 1 and 2 Support** – is the line of support to be provided by Provider to the Customers in regard to the HomePass, WorkPass and Uprise Plume Services. Provider will also be responsible for setting up a Tier 2 support team who will have the ability to report issues to Plume by phone and email.

**Tier 3 Support** – is the third line of support to be provided by Plume to Provider's Tier 2 escalations team and network operations team with the primary objective of replicating

advanced program errors that Tier 2 support or network teams are unable to reproduce. Tier 3 support is also the liaison between Provider support and Plume's Tier 4 support team.

**Tier 4 Support** – represents Plume's engineering and operations team who can modify the code or application cases to resolve issues on a temporary or permanent basis.

## **INFORMATION PROVIDER MUST FURNISH WHEN REPORTING ISSUES TO PLUME AS A CONDITION TO RECEIVING PLUME SUPPORT**

Provider will provide Plume such Customer account information as Plume may request from time to time to permit Plume to provide support.

- Date and time issue started
- Number of Customers affected
- Location of networks experiencing the issue
- Description of symptoms - describe the customer experience
- NOC links (if available) or Customer account numbers
- Affected services and features (Plume App(s), network, device)
- Firmware version
- Customer's services (for example with IPTV)
- Link to Plume log-pull initiated in NOC of Customer account
- Client devices impacted

## **Support**

To obtain support from Plume, Provider must satisfy the following operational communication process:

### **Operational Communication Process**

For specific Tier 3 or Tier 4 issues Provider must create Zendesk tickets in a Plume-specific Zendesk queue and provide access to Provider personnel. Plume will provide a system health web page as well as API endpoints to retrieve the health of each major component of Plume's solution so that Provider can integrate the status into NOC tools. Except when maintenance is required sooner to address Severity Level 0, 1, or 2 issues, Plume will use commercially reasonable efforts to provide at least 72 business hours' advance notice of material planned system maintenance.

### **Software Maintenance Releases**

**"bug fixes"** mean a change to the solution intended to permanently cure a bug. Following Plume's development of permanent solutions or bug fixes for known software problems, such fixes will be incorporated in software maintenance releases that will periodically be distributed free of charge to Provider during the Term, subject to compliance by Provider of all of its obligations. Software maintenance release notes will be distributed describing the features and bug fixes contained in each software

maintenance release. Plume will provide the associated release documentation applicable to the product revisions supported by the software maintenance release and a list of all changes and additions to the latest release. Procedural updates that are impacted by the software maintenance release will also be provided. Plume will provide release notes for all of such releases and a timeframe in which the upgrade will be performed.

## **Solution Upgrade**

Solution upgrades are included as part of Plume's technical support services. Plume will notify Provider of all Plume-managed software upgrades, including details relevant to Provider's environment and configuration. Plume will provide release notes for all such releases and a timeframe in which the upgrade will be performed. In cases where bug fixes are developed on non-Plume platforms, Plume engineering will work with ODMs in delivering the fixes. Provider acknowledges that ODMs, and not Plume, are responsible for incorporating the fixes on the respective platforms via firmware updates and for communicating these updates to Provider via release notes.

## **Implementing Bug Fixes and Upgrades**

Plume will provide Provider with access to a beta testing environment to enable Provider to evaluate and test scheduled maintenance releases and upgrades (which exclude, for the avoidance of doubt, any patches, hot fixes, or releases that must be implemented in Plume's sole discretion to maintain the integrity or security of the solution). Provider will have approximately two weeks to evaluate such releases and upgrades and may notify Plume of any concerns or issues with respect thereto, which Plume will correct in accordance with the terms of this SLA.

## **End User Documentation Service**

Plume will provide Provider with end user documentation and/or end user documentation updates relating to the solution.

## **Support during Contract Termination**

If Provider terminates the contract with Plume, support will be provided for a defined timeline (12 months typically from the date contract was terminated) and scope will be limited to only critical bugs and/or security fixes subject to platform not being EOL (End-Of-Life)

## **Severity Level Definitions**

**Severity Level 0** – This service level applies if there is a material breach of the data security and confidentiality which does or is substantially likely to compromise the integrity or security of Confidential Information.

**Severity Level 1 Outage** – all or a material portion of the HomePass, WorkPass and/or

Uprise Plume Services are offline, do not come within the parameters of availability, and/or are not working in material adherence to the documentation or specifications, as applicable, and there is no circumvention for the problem. Examples of a material portion of the solution would be provisioning API's, the broadcasting of SSID or a lack of functioning WiFi in a premise.

**Severity Level 2 Critical** – at least fifteen percent (15%) of users experience severe degradation in the use of essential functions of the HomePass, WorkPass and/or Uprise Plume Services, and there is no acceptable alternative solution. Critical non-conformities are normally represented by a system error preventing the function from being processed or completed. An example of a severe degradation is defined as a loss of WiFi functionality on the premises of the Plume App or networks failing to optimize, thereby affecting Customers' ability to connect to the internet reliably.

**Severity Level 3 Fast Track** – an essential function of the HomePass, WorkPass and/or Uprise Plume Services cannot be performed; however, the non-conformity is isolated to either a single user or a single, non-material data element and/or there is an acceptable alternative solution. Examples of essential functions include intermittent loss of connectivity to WiFi and/or internet, provisioning of Plume hardware or new Customers and access to the Plume App.

**Severity Level 4 High** – the reported non-conformity is not critical to the day-to-day operations of any single user, and there is an acceptable alternative solution. For clarity, critical day-to-day operations are the functionality of WiFi, connectivity via SSID, provisioning of Plume hardware or new Customers, access to the Plume App, and the ability to access Frontline to handle support calls.