



Service Level Agreement

Updated: August 1, 2020

This Service Level Agreement (“SLA”) sets forth 4Front Engineered Solutions, Inc.’s (dba 4SIGHT Logistic Solutions, also referred to as “4SIGHT”, “Us”, “We”, or “Our”) commitment in providing the 4SIGHT cloud services (“Services”) that you are authorized to use (“Customer”) under your Master Subscription Agreement (or other similar agreement that governs your use of the Services) with 4SIGHT (the “Agreement”). This SLA and the SLA Credits set forth below represent 4SIGHT’s sole obligation and Customer’s sole remedy for failure to meet such commitments. This SLA does not apply to the availability of third-party services which are subject to their respective agreements. Capitalized terms used in this SLA and not defined herein have the meanings provided in the Agreement.

1. Service Availability.

- a. **Service Availability.** 4SIGHT shall use reasonable efforts to provide 99.9% network uptime measured over five minute intervals per calendar month, calculated as described below (“Service Commitment”). 4SIGHT proactively monitors network uptime, and the results of these monitoring systems shall provide the sole and exclusive determination of its adherence to the Service Commitment.

Notwithstanding the foregoing, network downtime arising from any of the following causes will be excluded from the calculation of network uptime: (i) 4SIGHT’s routine upkeep and repair of the Services, including database index rebuilding, hardware upgrades, software upgrades, and network upgrades, as applicable (“Service Maintenance”); (ii) Emergency Maintenance (defined below); (iii) a Customer request for support that requires taking the Services offline; (iv) downtime caused by an action or failure to act by Customer, including Customer’s breach of the Agreement; (v) a force majeure event; (vi) outages caused by hackers, sabotage, viruses, worms or other third-party wrongful actions; (vii) DNS issues outside of 4SIGHT’s control; (viii) outages resulting from Internet anomalies outside of 4SIGHT’s control; (ix) failures during a "beta" period; (x) any suspension of the Services pursuant to the Agreement; or (xi) time in which a Customer is not in compliance with the [Acceptable Use Policy](#).

- b. **Response Time to Error.** Once notified of an incident, either by Customer or 4SIGHT’s internal notification tools, 4SIGHT Support will respond to such incidents pursuant to the CLOUD SUPPORT POLICY below.
- c. **Service Maintenance.**
 - i. 4SIGHT shall use commercially reasonable efforts to limit Service Maintenance to the times specified below in Table 1 – Service Maintenance Times. It may be necessary, however, for 4SIGHT to perform Service Maintenance outside such



times, and 4SIGHT reserves the right to perform Service Maintenance during times other than those specified in Table 1, provided that 4SIGHT shall notify the Customer contact by email prior to performing any such Service Maintenance outside of the standard Service Maintenance Times which 4SIGHT determines may cause impairment of the Services.

- ii. 4SIGHT reserves the right to take any corrective action intended to remedy conditions likely to cause severe degradation of the Services or imminent harm to the functioning or security of the Services or data processed thereby, as determined by 4SIGHT in its sole discretion (“**Emergency Maintenance**”). Emergency Maintenance may include but is not limited to actions intended to address hardware or software failures or viruses, worms or other malicious code.

Table 1 – Service Maintenance Times

Service Maintenance Times (Day)	Service Maintenance Times (Hours)
Monday to Friday	8pm to 4am (CST)
Saturday	12am to 12 pm (CST)
Sunday	12am to 12 pm (CST)

- iii. **Limitations.** 4SIGHT does not assume responsibility and shall not be liable for any impacts on availability of the Services due to (i) any requests for non-standard environment or Customer machine access; (ii) any downtime caused by Customer produced code; or (iii) any changes to the Services by parties other than 4SIGHT. Any downtime due to the foregoing shall not be used to calculate the Service Commitment.
- iv. **SLA subject to revision.** 4SIGHT reserves the right to change this SLA at any time, and 4SIGHT will use commercially reasonable efforts to notify you of such changes.

CLOUD SUPPORT POLICY

Incident reports are handled via our customer support request system located at <https://tinyurl.com/sj7ja6t> 4SIGHT prioritizes tickets by severity, as indicated below.

Shown below is a guide to the Incident Levels. **Note that the Target Ticket Response Times specify the time to begin investigation of the problem, not the length of time within which such problem will be resolved:**



Incident Levels	Explanation	Target Ticket Response Times
Critical Incidents	Incidents that critically impact Customer’s business performance on a production system and require immediate corrective action. Examples: <ul style="list-style-type: none"> • The cloud dashboard for the services is down and non-functional • Severe impairment that makes the Services inaccessible through any means. 	Within 2 hours during 8:00 a.m. to 5:00 p.m. (Central Standard Time - CST), Monday through Friday, excluding hours dedicated to Service Maintenance (“ Business Hours ”).
Major Incidents	Incidents that have a material adverse impact on Customer’s business performance, where the Services are operational but has a severe loss or restricted functionality in Customer’s production system, causing a significant impact on Customer’s business. Examples: <ul style="list-style-type: none"> • Cloud dashboard for the Services is impacted affecting business operations, but not down or inaccessible; • Major system function is unavailable or degraded, but Services are still usable; 	Within 6 hours during Business Hours.
Minor Incidents	Incidents that do not fall in the above categories of Critical or Major. Minor Incidents do not significantly impair the system performance and are tolerable during system use. Examples: <ul style="list-style-type: none"> • Failure in software component that is non critical; • Failure of redundant component; 	Within 2 Business Days.

The 4SIGHT Support Team provides support related to the functioning of the Services only, and not to any third party programs or alterations. The support team may review the implementation of software installed in a particular cloud instance in an effort to diagnose problems with the Services, however, 4SIGHT does not provide support for any installed software itself.