

Service Level Agreement (“SLA”)

PLEASE READ THIS AGREEMENT CAREFULLY; THIS IS A BINDING CONTRACT.

This Arbre Technologies Service Level Agreement (“SLA”) is a policy governing the use of the Arbre Technologies products Arbre Nursery, Arbre Warehouse and Arbre Liner, or other products located at nursery.arbretech.com, including web application and mobile apps (“Products”) between Arbre Technologies, Inc. and users of Arbre Technologies’s services. This SLA applies separately to each account using Arbre Technologies products. Unless otherwise provided herein, this SLA is subject to the terms of the Arbre Technologies Terms of Use, but may preside over any previously entered Sales Terms and Conditions. Arbre Technologies reserves the right to change the terms of this SLA at any time.

1. **Service Commitment.** Arbre Technologies will use commercially reasonable efforts to make it’s Products available with a System Availability (defined below) of at least 99.9%, in each case during any monthly billing cycle (the “Service Commitment”). The status of Arbre Technologies Products and their associated scheduled maintenance windows will be available via email updates.

2. **Definitions:**

- **“System Availability”** is defined as the percentage of minutes individual Arbre Technologies systems are available in a calendar month to the total number of minutes in that month excluding Scheduled Maintenance and External Outages.
- **“Scheduled Maintenance”** is defined as periods in which the Arbre Technologies systems are unavailable because Arbre Technologies is performing routine maintenance services, system upgrades, system administration or other related activities. In most cases, these maintenance periods last ~60-90 seconds or less. Arbre Technologies shall limit such upgrades to occur between 6:00p.m. and 12:00 a.m. Central Standard Time for any maintenance or updates that are expected to last more than 5 minutes. Arbre Technologies will provide 24 hour advance notice for any planned unavailability lasting 60 minutes or longer and will typically schedule these maintenance periods to occur on Saturday or Sunday (or during similar low-usage periods as determined by Arbre Technologies). Scheduled Maintenance shall not typically exceed four (4) hours in any calendar month.

- **“External Outages”** are defined as failures or disruptions associated with systems or providers outside of Arbre Technologies’s control (e.g. content providers, Internet service providers, hosting providers such as Microsoft Azure, the Internet network backbone, or Arbre Technologies’s or the customer’s internet access through its contracted carriers), or failures caused by a Force Majeure event or negligent use by a customer (e.g. invalid or unauthorized usage).

3. **Technical Support.** Arbre Technologies shall provide technical support web submissions (all support tickets must be submitted through web application) that shall be staffed by knowledgeable employees or contractors capable of providing technical assistance regarding the service, its functionality, operations, utilities, and supporting documentation. Such telephone, email and web assistance shall be available to the customer during Arbre Technologies’s normal business hours. Customer also has access to web based Support Tickets for self service via knowledge base. Support will also provide secure access to historical submission tracking. Arbre Technologies shall provide additional support 24 hours/day, 7 days/week, to handle resolution of Critical failures (as defined below in Section 4 of this Attachment).

Email	info@arbrectech.com
Web	nursery.arbrectech.com/support

3.1 **Technical Support Hours.**

Standard Support Hours
Business Hours 8:00 AM - 5:00 PM CST Monday - Friday (excluding Arbre Technologies holidays subject to change, but include most major U.S. holidays and religious holidays)

3.2 **Technical Support Response Timeline.**

Priority Level	Initial Response Target	Approximate Communication Interval
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Critical Severity	2 Hours	2 Hours or Less
High Severity	1 Business Day	1 Business Day
Medium Severity	2 Business Days	2 Business Days
Low Severity/Enhancement	3 Business Days	To be determined based upon the problem/request

Further definition of severity levels are outlined in Section 5.1.

4. Scope of Technical Support. The following technical support services shall be provided by Arbre Technologies in connection with the Arbre Technologies Products and Services:

4.1 Arbre Technologies shall develop and provide corrections, changes, or workarounds for any defects, errors, or malfunctions in the Arbre Technologies products, including, but not limited to, any nonconformities with the specifications described herein, discovered by Arbre Technologies or the customer, on a commercially reasonable timely basis, given the nature and scope of the defect. Upon discovering any Critical or High Severity programming defects in the Arbre Technologies Product or Services, the customer shall notify Arbre Technologies. Upon notification, Arbre Technologies will develop and provide corrections, changes, or workarounds necessary to resolve the issue as set forth in Section 5 of this SLA.

4.2 **New Releases.** Arbre Technologies will be responsible for providing technical support and correcting errors only in the most recent release versions of the product and services within this agreement. Arbre Technologies will support the immediately prior version of products and services for a reasonable period sufficient to allow the customer to install the latest version(s), but not more than ninety (90) days after availability of a new release or version.

4.3 Device versions supported. To keep our system consistent, we limit the number of operating systems and devices that we maintain support and functionality for. For best results, we recommend the following operating systems and mobile devices. If your device varies, please contact us to ensure reliability of use.

Operating System	Version
Android	7.0+
iOS	14.0+
Web Browser	
Google Chrome	Latest Version
Microsoft Edge	
Recommended Devices	
Android	
Samsung Galaxy, using supported OS versions	S8 or later
Samsung Galaxy Note, using supported OS versions	Model 8 or later
Galaxy Tab A Series	Release year 2020 or newer
iOS	
iPhone, using supported iOS versions	Model 7 or later
iPad	7th Generation or later
iPad Mini with iOS 14 or 15	5th Generation or later
iPad Air	3rd Generation or later

A device with Windows 7 or later release is required for the Arbre Desktop app. Please contact us for more information about desktop app requirements and installation best practices.

5. Defect Resolution. Arbre Technologies shall use commercially reasonable efforts to respond to customer reports of problems with the Arbre Technologies Products and Services and will attempt to

provide status updates and resolve issues based on their Severity Level in the time frames set forth in the System Resolutions Timeline table in Section 5.2.

5.1 “**Severity Level**” means a classification of problems reported by Arbre Technologies or Customers related to Arbre Technologies Products or Services. Classification for each problem shall be set by Arbre Technologies and will be based on the definitions provided hereto in Section 4 of this SLA. Severity Level classifications are as follows:

- *Critical Severity*: The Arbre Technologies product or service is rendered inoperable or unreachable and therefore all components are substantially unavailable.
- *High Severity*: A major component of the Arbre Technologies Product or Service is inoperable or not generally functioning as defined in the product specifications and is considered to be a high impact to business, and there is no workaround available.
- *Medium Severity*: Any component or feature of the Arbre Technologies Product or Service is inoperable or not generally functioning as defined in the product specifications, is not considered to be a high impact to business, and there is a workaround available.
- *Low Severity*: Any component or feature of the Arbre Technologies Product or Service that is a minor problem and is considered to be a low impact to business.

Resolution: Arbre Technologies Support will provide the resolution for an issue in the form of a software release, patch or instruction/advice.

5.2 **System Resolution Timelines**. Arbre Technologies will use commercially reasonable efforts to replicate the issue in-house and correct the error or provide a work-around solution for each priority level and, if a work-around is the immediate solution, will attempt to provide a final resolution of the error within the following time-frames:

Priority Level	Defect Resolution Targets	Approximate Communication Interval
Critical Severity	24 Hours	2 Hours or Less
High Severity	2 Business Days	1 Business Day

Medium Severity	7 Business Days	2 Business Days
Low Severity	30 Business Days	As Needed

The Resolution Timelines for Corrections or Workarounds that require a mobile app update represent the time from defect identification to submission to Apple's app store. The Resolution Time does not include the time needed to pass through Apple's App Store validation requirements.