

Service Level Agreement



1. SERVICE LEVELS

1.1 BinSentry Equipment and Software service levels will be measured and compared against the respective standards shown below.

DEFINITIONS

- 1.2 **"Authorized System Downtime"** is defined as any time during which the Services (or any portion thereof) are not provided, not delivered, unavailable or unusable for the purposes of conducting scheduled preventative maintenance or scheduled implementation of an upgrade or update.
- 1.3 **"Availability"** means that the relevant Services are operating in accordance with the specifications. Availability is measured as a percentage. Availability shall be calculated using the formula specified with respect to the applicable Service Level. 1.4 **"Downtime"** is the total number of minutes that the Services are not provided to, not delivered to, unavailable or unusable to Client (other than Authorized System Downtime for such month).
- 1.4 **"Incident"** has the meaning set forth in section 4.1 below
- 1.5 **"Service Levels"** means the required Availability, Response Times or other performance associated with the Services as detailed below.
- 1.6 **"Service Level Credit"** has the meaning set forth in section 3.3 below.
- 1.7 **"Support Request"** has the meaning set forth in section 5 below
- 1.8 **"Uptime"** is the total number of minutes during such calendar month minus the Authorized System Downtime during such month. **A.**

2. EQUIPMENT

During the term of BinSentry contracts, BinSentry shall repair or replace, at its expense, any Equipment which is found to be defective within 5 business days of the defect being discovered by BinSentry or brought to its attention by Client. This paragraph states Client's sole and exclusive remedy with respect to Service interruption resulting from defective Equipment.

3. AVAILABILITY

3.1 BinSentry commits to delivering the following Availability during the Term:

AVAILABILITY	
Availability %	99%
Authorized System Downtime	4 hours per month maximum, with one week advance notice for each occurrence of Authorized System Downtime.
Uptime is measured per:	Month
Downtime is measured per:	Month

3.2 The Availability percentage (%) shall be calculated as follows:

$$\text{Availability} = \frac{(\text{Uptime} - \text{Downtime})}{\text{Uptime}} \times 100\%$$

4. SUPPORT LEVELS

- 4.1 BinSentry will provide Client with support via phone, e-mail and online resources, to assist Client in using the Services, identifying, reproducing, and verifying problems with the Services (an **"Incident"**), and to provide Client with workarounds or other available solutions.
- 4.2 BinSentry will confirm receipt of a Support Request by telephone or by e-mail communication to Client (**"Response"**). 4.3 The severity level, assigned by Client at the time of communicating the Support Request, may be changed by mutual written consent during the process of resolving the Incident. The severity levels are the following:
Severity 1: The Incident prevents the functioning of the Software, and accordingly the Services, and there is no temporary workaround available for the Incident. BinSentry will provide Client with a daily status report while work is ongoing to resolve the Incident, and a status report upon final resolution of the Incident.

Severity 2: The Incident requires attention within 24 hours but there is a workaround which can be implemented or Client is otherwise able to continue its operations despite the Incident. BinSentry will provide Client with a status report upon final resolution of the Incident.

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Severity 3: Day-to-day operational Incidents not classified as severity 1 or severity 2. BinSentry will provide Client with a status report upon final resolution of the Incident.

Severity 4: Incidents not classified as severity 1, 2 or 3. BinSentry will provide Client with a status report upon final resolution of the Incident.

5. RESPONSE AND RESOLUTION SERVICE LEVELS

Support is available (a) by telephone at **+1-226-910-1110** from Monday to Friday (excluding holidays) during the hours of 10:00 and 16:00 Eastern Time, and (b) by email at **support@binsentry.com** from Monday to Friday (excluding holidays) during the hours of 8:00 and 22:00 Eastern Time ("**Support Request**"). Support Requests submitted outside of the time periods described above are not guaranteed to receive Responses or resolution start times in accordance with the time periods detailed in the table below, however BinSentry will address any such Support Requests as soon as is reasonably practicable.

The maximum Response times and resolution start times for the different severity levels are:

Incident Resolution	Service Measure	Maximum Time
Response Delivery Time	Elapsed time from the time a Support Request is reported by Client to BinSentry to the time Client receives a Response from BinSentry.	Severity Level 1 Incident: 30 minutes
		Severity Level 2 Incident: 6 hours
		Severity Level 3 Incident: 24 hours
		Severity Level 4 Incident: 48 hours
Resolution Start Time	Elapsed time from the time a Support Request is received by BinSentry to the time BinSentry starts work to resolve the Incident.	Severity Level 1 Incident: 2 hours
		Severity Level 2 Incident: 24 hours
		Severity Level 3 Incident: 7 business days
		Severity Level 4 Incident: No guaranteed resolution start time but BinSentry will respond as soon as is reasonably practicable.