



# Customer Support

## Scope of Customer Support Services

For the duration of the term of each Order Form or Statement of Work under this Agreement, PROS shall provide support services to Customer with respect to the Products or Services in accordance with the following specifications:

1. 24/7 Virtual Help Desk Support. Customer may submit support requests through a designated virtual help desk using a web-based service provided by the PROS year-round twenty-four (24) hours per day and seven (7) days per week.
2. Level 1 Support. In addition to Section 1., above, Standard Level 1 Support for Customer from designated Product Experts includes:
  - Responses to email and phone inquiries within two (2) hours during business hours if received by 5:00 pm U.S. Eastern Time
  - An assigned Customer Success Manager
  - Access to online solutions center knowledge base and FAQs
3. Emergency Support. Emergency callback support via cell phones is available twenty-four (24) hours a day for Priority 1 Level Errors as described [here](#).
4. Support Language. PROS support services will be English language-based.
5. Headquarters Office Holiday Schedule. Scheduled hours of Level 1 Support (see Section 2., above) from PROS Headquarters will be provided Monday through Friday, 7:00 am to 7:00 pm U.S. Eastern Time excluding the following days as observed in the U.S. ("Scheduled Hours") (Subject to Change):
  - January 1 – New Year's Day
  - January, 3rd Monday – Martin Luther King, Jr. Day
  - February, 3rd Monday – President's Day
  - Friday prior to Easter – Good Friday
  - May, Final Monday – Memorial Day
  - July 4 – Independence Day



- Sept., 1st Monday – Labor Day
- Oct., 2nd Monday – Columbus Day
- November, 4th Thursday – Thanksgiving Day
- November, 4th Thursday + 1 – Friday after Thanksgiving
- December 24 – Christmas Eve
- December 25 – Christmas Day

### **Customer Support Services Points of Contact**

Customer and PROS shall each designate a primary support point of contact to manage conveyance of support services.

1. Customer Points of Contact. Customer shall designate both a primary support point of contact (“Primary POC”) and a back-up point of contact (“Secondary POC”) for the support program. These Customer-designated personnel will be responsible for providing Level 1 Support to the Customer organization. All support requests requiring Product or Service assistance will be communicated through Customer shall also designate a billing point of contact (“Billing POC”, together with the Primary POC and the Secondary POC, the “Customer POCs”) to whom PROS shall direct invoices and communications regarding billing and payment.
2. PROS Point of Contact. PROS shall designate a primary point of contact – a Customer Success Manager (“CSM”) to oversee the relationship between Parties. The CSM shall function as the designated PROS POC for non-emergency services (as outlined below). The CSM shall establish a reasonable communications schedule with the Customer Primary POC including, if needed, regularly scheduled calls via telephone, web-conference or other similar technology. The CSM shall be responsible for managing dialogue regarding the following topics:
  1. (i) Product version releases
  2. (ii) Strategy and best practices for usage of Product
  3. (iii) Customer plans relevant to Product
  4. (iv) Product performance and KPIs
  5. (v) General account management issues



## Service Level Agreement

# PROS Service Level Agreement for All PROS Products

**A. Product Availability.** Company will maintain, or cause to be maintained, Product availability twenty-four (24) hours per day, seven (7) days per week. Company will provide Product Uptime of at least 99% commencing on the first day of the calendar month falling at least 90 days following the Launch Date. As used herein, "Product Uptime" means the time when the Product is available for productive use by Customer. Product Uptime requirements do not apply to any performance or availability issues caused by factors outside of the Company's reasonable control.

**B. Scheduled Product Maintenance.** The Product may be made unavailable for Updates or Customer-requested alterations. Company will limit such scheduled downtime to consist of no more than one (1) event per month, with a downtime duration of one (1) hour or less within a planned three (3) hour event window, except when Customer requests upgrades or alterations following standard change request procedures requiring downtime of greater than one (1) hour or a planned event window greater than three (3) hours.

**C. Notification of Product Downtime.** Company will provide Customer with notification of any scheduled downtime a minimum of five (5) days in advance, except when Customer requests upgrades or alterations requiring downtime to be implemented sooner than five (5) days from the day of request, in which case Company will provide Customer with notification of the scheduled downtime as soon as practicable.

**D. Calculation of Product Uptime.** Product Uptime is measured during a calendar month and calculated as (i) the number of minutes of availability during such measurement period, divided by (ii) the total minutes during such measurement period. Scheduled maintenance, as well as downtime caused by Customer server outage, Customer errors or misuses when working with the Product shall not be counted as downtime for purposes of determining the Product Uptime percentage.

**E. Remedy for Outage.** If Company fails to provide Product Uptime of at least 99% as specified above during any calendar month, Customer shall be entitled to a refund of a pro-rated portion of that month's Monthly Subscription Fee as detailed in the corresponding Order Form or Statement of Work, not to exceed 20% total in any given month. The pro-rated refund will be calculated as the percentage of Product downtime below 99% multiplied by that month's Monthly Subscription Fee. This refund shall be applied as a credit toward Customer's next payment to Company; if no further payments from Customer are due, Company shall issue a check to Customer in the amount of such refund.

## Errors and Response Times



**A. Error Definition.** An “Error” is defined as a substantial failure of the Product to conform to the applicable Product description and specific Customer Specific Deliverables defined in the Statement of Work.

**B. Error Reporting.** Customer will report any Error and provide Company with its categorization of the Error.

**C. Determination of Error Priority Level.** Company shall reasonably and conclusively determine the priority level of any Error reported by Customer and respond in accordance with the following protocols:

Error Level Definition Response and Resolution Times

Error Level	Definition	Response and Resolution Times
Priority 1	An Error that renders the Product fully inoperative, causes a significant and ongoing interruption to the end-user’s business activities, or causes an unrecoverable loss or corruption of data.	Company will respond within two (2) hours during Scheduled Hours and within four (4) hours during all other hours and will resolve Priority I Errors within two (2) business days.
Priority 2	An Error or problem that causes the Product to be partially inoperative, disrupted or malfunctioning and which prevents Customer’s use of the Software Service.	Company will respond within four (4) hours during Scheduled Hours and within eight (8) hours during all other hours and will use all reasonable efforts to resolve Priority 2 Errors within five (5) business days.
Priority 3	A problem which causes the Product not to function in accordance with applicable specifications, including the current version of the Product description, but which causes only a minor impact on Customer’s use of the Software Service and for which an acceptable circumvention is available.	Company will reply by the end of the next business day. A workaround to the Error will be delivered in the next scheduled Update to the Product as defined in the Statement of Work.
Priority 4	Any general questions and requests pertaining to the Product and all malfunctions which are not included in the other Error Level classifications.	Company will reply within five (5) business days. The correction, if Company deems it necessary, will be delivered in a future Update as defined in the Statement of Work.

**D. Failure of Company to Respond to Error.** Each time Company fails to respond to Errors in accordance with the aforementioned protocols, Customer shall be entitled to a refund of 10% of



that month's Monthly Subscription Fee as described in the Order Form or Statement of Work, not to exceed 20% total in any given month. This refund shall be applied as a credit toward Customer's next payment to Company; if no further payments from Customer are due, Company shall issue a check to Customer in the amount of such refund.

V. 06/24