



PRODUCTION SUPPORT AND SERVICE LEVEL AGREEMENT

Last Amended: April 1, 2024

PROS Subscription Service is based on an operating model that applies common, consistent management practices for all customers. This allows PROS to provide the high level of service reflected in our business agreements. This document contains PROS Production Support and Service Level Agreement ("**SLA**") for its customers, including certain product-specific SLAs set forth in Appendix A. Capitalized terms have the same meaning as in your PROS Master Subscription Agreement (the "**Agreement**").

1. Support

PROS will provide Customer with support 24x7x365 (24 hours a day, 7 days a week, 365 days a year) in accordance with this SLA. Customers may take advantage of on-demand resources within PROS Connect (<https://connect.pros.com>) including user discussion forums, knowledge bases, product documentation, and technical guides.

2. Availability Commitment¹

PROS Subscription Service Availability Commitment for a given calendar month is 99.9%.

PROS Subscription Service Availability for user functions will be measured, excluding network latency outside of the Subscription Service, using PROS platform monitoring system, to verify that (a) the Subscription Service and all public APIs are available at PROS production data center's Internet connection points; (b) all persistent and cached data are available and read and write operations function using sample data; and (c) user login, price request, scheduled task execution, guidance retrieval, quote creation, and approval) are working properly with default sample data and logic. PROS Subscription Service Availability Commitment excludes logic errors related to faulty Customer Data and Customer's configured business rules.

Service Availability Commitment is calculated per calendar month as follows:

$$((\text{Total} - \text{Unplanned Outage}) / (\text{Total})) \times 100\% \geq 99.9\%$$

Where "**Total**" is the total number of minutes in the month, and "**Unplanned Outage**" is total minutes that the Subscription Service is not available in the month outside of the Planned Maintenance window.

"**Planned Maintenance**" is scheduled downtime for purpose of (a) performing system maintenance, security updates, and system upgrades for up to 6 hours a month within a weekly time window beginning at 2:00 am (Central Time USA / Central European Time / Australian Central Time based on Customer's location) on Saturdays; and (b) Customer approved Subscription Service configuration changes for up to 2 hours per configuration update or otherwise as mutually agreed in advance. All times are subject to change upon thirty (30) days' notice provided in PROS Connect, provided that no change will lengthen the duration of the maintenance windows.

Maintenance occurring outside of Planned Maintenance are deemed Unplanned Outages. If actual maintenance is less than the time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month. In addition, PROS periodically introduces new features in the Subscription Service with enhanced functionality. Any such feature releases will be implemented during Planned Maintenance. For more information on Planned Maintenance and to subscribe to update notifications for any outages or other interruption affecting the Subscription Service, please visit the *My PROS Status* page in the navigation bar on PROS Connect.

3. Service Credits

In the event the Subscription Services do not meet the Service Availability Commitment, Customer will be eligible to receive a Service Credit as described below. Service Credits are calculated as a percentage of the total charges paid by Customer for the Subscription Service at issue for the month² in which the Service Availability fell below the Service Availability Commitment as follows:

¹ See Appendix A for PROS Subscription Service Availability Commitment for PROS Real-Time Subscription Services.

² Note: Where Subscription Service fees are billed annually, quarterly, etc., monthly fees will be calculated by dividing the then current Subscription Service fees for the PROS Subscription Service at issue by the number of months in the relevant billing period.



Availability	Service Credit Percentage
Less than 99.9% but equal to or greater than 98.5%	10%
Less than 98.5% but equal to or greater than 95.0%	25%
Less than 95.0%	50%

If the Service Availability under an Order falls below 95% for 4 consecutive months, or for 6 months in any consecutive 12 calendar month period, Customer may terminate the applicable Order through written notice for cause and receive a refund of any prepaid Subscription fees thereunder prorated to the remainder of the pre-paid term. This termination right will lapse if it is not exercised by Customer within 30 days from the time in which either of the foregoing conditions for termination were met. Termination shall become effective 1 month after PROS' receipt of such notice (or any later date set out by Customer in its notice).

4. Service Credit Request Procedure

To receive a Service Credit, Customer must submit a claim by opening a support ticket in PROS Connect (<https://connect.pros.com>). To be eligible, the support ticket must be received by PROS by the end of the calendar month following the month in which the incident occurred and must include:

1. the words "SLA Credit Request";
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Subscription Service; and
4. logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Service Availability of such request is confirmed by us and is less than the Service Availability Commitment, then PROS will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by PROS. PROS will apply Service Credits only against future payments for Subscription Services otherwise due from Customer (whether under the same or a different Subscription Service order) and provide a cash payment only if no future invoice is due. Customer's failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit. PROS will not provide Service Credits during any period in which Customer is in breach of its payment obligations under the Agreement in respect of an undisputed invoice. Save for the termination right described herein for consistent failure, Service Credits are Customer's sole and exclusive remedy for PROS' failure to perform in accordance with this SLA.

5. Support Request Procedure

Customer's Named Support Contacts may submit cases to PROS Connect at <https://connect.pros.com> or to PROS Customer Support by phone (Toll Free +1-833.504.8969 or +1-713.335.5333). Each case will be promptly assigned a unique case number, and case reporting is available on demand via PROS Connect.

PROS will respond to each case in accordance with the Response Time and will work diligently toward resolution of the issue, considering its severity and impact on the Customer's business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the support request. PROS Support will work with Customer's Named Support Contact to respond to each case, taking steps to first diagnose the problem and then to find a solution. As PROS must be able to reproduce errors in order to resolve them, Customer agrees to work with PROS to reproduce issues, test workarounds, and involve technology-specific administrators to help troubleshoot the issue. Once a case is marked resolved, the case will automatically close after 30 days unless Customer requests additional assistance. PROS may mark cases as resolved if Customer's Named Support Contact fails to respond after three inquiries from PROS Support.

6. Severity Level Designation

Customer will reasonably self-diagnose each support issue and recommend to PROS an appropriate severity level designation. PROS will validate Customer's designation or notify Customer of a proposed change in the designation with justification for the proposal. Any disagreement on the appropriate designation should be promptly escalated through the open ticket for consultation between the parties' management. In the rare case a conflict requires a management discussion related to a Severity 1 or Severity 2 designation, both parties should be available within two hours of the escalation.



Severity Level	Description
Severity 1 (Critical)	The Subscription Service is unusable or unavailable in production for all Users, resulting in total disruption of work, critical business impact, or a substantial portion of Customer's business-critical data in the production system being at significant risk of loss or corruption. No workaround is immediately available.
Severity 2 (High)	A major functionality of the Subscription Service is unusable or unavailable in production, preventing the completion of one or more critical business processes with a significant impact. Operations can continue but in a restricted fashion. A workaround exists but is not optimal.
Severity 3 (Medium)	An issue with the Subscription Service that involves partial, non-critical loss of functionality that impacts Customer's operations. A work around exists. Some product components have impaired operations, but Users can continue using the Subscription Service.
Severity 4 (Low)	General usage questions and requests that do not impact the Subscription Service functionality, such as Named Support Contact changes, SLA report and/or general Subscription Service inquiries.

7. Response and Resolution Commitments

PROS Response Commitment refers to the time from when Customer logs the production case by telephone or through PROS Connect until PROS responds to Customer and/or escalation within PROS, if appropriate.

Because of the varying nature of issues, it is not possible to provide specific resolution commitments. Timely issue resolution depends on accurate and timely information. When additional information is requested on your reported issue, please respond as quickly as possible to keep the investigative process moving.

Regardless of the Severity Level, PROS will keep Customer notified of status changes following receipt of any case.

Severity Level	Response Time	Resolution	Escalation and Priority	Customer Commitment
1*	0.25 Hours	PROS shall remain available and work to resolve the problem until the Subscription Service is returned to normal operation.	If the problem has not been resolved within one hour, PROS will escalate the problem to the appropriate PROS organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.	Customer shall remain accessible with dedicated resources for trouble shooting until such time as the issue is resolved.
2*	1 Hour	PROS shall remain available and work to resolve the problem until the Subscription Service is returned to normal operation.	If the problem has not been resolved within four hours, Customer may request that PROS escalate the problem to the appropriate PROS organization, where the escalated problem will have higher priority than ongoing development or operations initiatives.	Customer shall remain accessible with dedicated resources until such time as it is resolved.
3	24 Hours	If resolution requires a fix, PROS will add the issue to its development queue for a future update and suggest a potential workaround until the problem is resolved in a future update.	If progress is not being made to Customer's satisfaction, Customer may request that PROS escalate the problem to the appropriate PROS organization.	Customer shall respond to PROS requests for additional information and implement recommended solutions in a timely manner.
4	48 Hours	PROS will respond to request.	If progress is not being made to Customer's satisfaction, Customer may request that PROS escalate the problem to the appropriate PROS organization.	Customer shall respond to PROS requests for additional information in a timely manner.



*If Customer is not satisfied with the progress of a case, Customer may escalate the case to PROS support management, through PROS Connect, by email to SupportEscalations@PROS.com (please include the case number and reason for escalation), or by calling *Toll Free +1-833.504.8969 or +1-713.335.5333*. Upon receipt of an escalation request, the PROS Support engineer, the team lead, and Support management will be notified (response to escalations is normally within 2 hours of receipt). Upon escalation, PROS support senior management is notified and a PROS escalation manager is assigned to work with Customer until the escalation is resolved. In the rare case that further escalation is necessary, please contact your assigned PROS Customer Success Manager to escalate to PROS Chief Customer Officer.

8. Exclusions

PROS will support functionality that is delivered by PROS as part of the Subscription Service. Support does not include professional services for implementation, configuration, integration, Customer business process changes, performance tuning, customization of a Subscription Service, custom software development, or product enhancements. For all such other functionality, and/or issues or errors in the Subscription Service caused by issues, errors and/or changes in Customer's information systems, customizations, and/or third-party products or services, PROS may assist Customer and its third-party providers in diagnosing and resolving issues or errors, but Customer acknowledges that these matters are outside of PROS support obligations.

Failure to meet obligations or commitments under this SLA that are attributable to (a) Customer's acts or omissions, including improper operations by a User; (b) Customer's use of the Subscription Service in a manner (i) outside the Scope agreed in the Customer Order, (ii) inconsistent with the features and functionality of the Subscription Service (e.g., attempts to perform operations that are not supported), or (iii) inconsistent with the Documentation or other written instructions provided by PROS; (c) hardware, software, or services not provided by PROS as part of the Subscription Service; (d) PROS suspension of Customer's right to use the Subscription Service pursuant to the Agreement; and (e) force majeure events, will be excused.

9. Disaster Recovery

PROS will maintain a disaster recovery plan for production environments in conformance with PROS most current Disaster Recovery Summary available upon request. PROS commits to a recovery time objective of 12 hours – measured from the time that the production Subscription Service becomes unavailable until it is available again. PROS commits to a recovery point objective of 1 hour - measured from the time that the first transaction is lost until the production Subscription Service becomes unavailable.



Appendix A - PROS Real-Time Subscription Services Production Support and Service Level Agreement Supplement

This Supplement applies to Customer’s use of PROS Real-Time Subscription Services. These Subscription Services are subject to the terms of the Production Support and Service Level Agreement (“SLA”), as amended below. For clarity, this Supplement does not affect the terms of the SLA as they apply to any non-Real-Time Subscription Service.

1. PROS Real-Time Subscription Services

PROS Real-Time Subscription Services include:

- PROS Real-Time Dynamic Pricing (RTDP) Advantage/Ulimate
- PROS Real-Time Partner Availability (RTPA)
- PROS Real-Time Inventory Connector (RTIC)
- PROS Dynamic Offers (DO)
- PROS Dynamic Ancillary Pricing (DAP)
- PROS Pricing Evaluation API (a capability of SPOM and SPO)

2. Amendments to the Production Support and Service Level Agreement

2.1 Availability Commitment: Section 2 of the SLA is hereby deleted in its entirety and replaced with the following:

“PROS Subscription Service Availability Commitment for its Real-Time Subscription Services for a given calendar month is 99.99%.

PROS Subscription Service Availability for user functions will be measured, excluding network latency outside of the Real-Time Subscription Service, using PROS platform monitoring system, to verify that (a) the Real-Time Subscription Service and all public APIs are available at PROS production data center’s Internet connection points; (b) all persistent and cached data are available and read and write operations function using sample data; and (c) user login, price request, scheduled task execution, guidance retrieval, quote creation, and approval) are working properly with default sample data and logic. PROS Subscription Service Availability commitment excludes logic errors related to faulty Customer Data and Customer’s configured business rules.

Real-Time Service Availability is calculated per calendar month as follows:

$$((\text{Total} - \text{Unplanned Outage}) / (\text{Total})) \times 100\% \geq 99.99\%$$

Where “**Total**” is the total number of minutes in the month, and “**Unplanned Outage**” is total minutes that the Subscription Service is not available in the month.

PROS Real-Time Subscription Services require no Planned Maintenance.”

2.2 Service Credits: Section 3 of the SLA is hereby deleted in its entirety and replaced with the following:

“If PROS Real-Time Subscription Services do not meet the Availability Commitment, Customer will be eligible to receive a Service Credit as described below. Service Credits are calculated as a percentage of the total charges paid by Customer for the Subscription Service at issue for the month³ in which the Service Availability fell below the Service Availability Commitment as follows:

Availability	Service Credit Percentage
Less than 99.99% but equal to or greater than 99.9%	5%
Less than 99.9% but equal to or greater than 98.5%	10%
Less than 98.5% but equal to or greater than 95%	25%
Less than 95%	50%

³ Note: Where Subscription Service fees are billed annually, quarterly, etc., monthly fees will be calculated by dividing the then current Subscription Service fees for the PROS Subscription Service at issue by the number of months in the relevant billing period.



If the Service Availability under an Order falls below 95% for 4 consecutive months, or for 6 months in any consecutive 12 calendar month period, Customer may terminate its subscription to the PROS Real-Time Subscription Service through written notice for cause and receive a refund of any prepaid Subscription fees prorated to the remainder of the pre-paid term. This termination right will lapse if it is not exercised by Customer within 30 days from the time in which either of the foregoing conditions for termination were met. Termination shall become effective 1 month after PROS' receipt of such notice (or any later date set out by Customer in its notice)."

2.3 Disaster Recovery: Section 9 of the SLA is hereby deleted in its entirety and replaced with the following:

"PROS will maintain a disaster recovery plan for production environments in conformance with PROS most current Disaster Recovery Summary available upon request. PROS commits to a recovery time objective of 8 hours - measured from the time that the production Subscription Service becomes unavailable until it is available again. PROS commits to a recovery point objective of 1 hour - measured from the time that the first transaction is lost until the production Subscription Service becomes unavailable."