

Support Policy - Service Level Agreement

Effective March 31, 2024

✓ To review current and historical Uptime, visit [Dispel Status](#) ↗.

Definitions

1. **"Access Request Forms"** means the form user of VDI Health and VDI Management fill out to request access to an environment. This includes notifications to and approval by administrators.
2. **"Continuous Monitoring"** means notifications will be received by Dispel twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year for the purpose of Incident reporting by Customer.
3. **"Device Operations"** means the ability for authorized users to create, read, update, and delete devices.
4. **"Downtime"** means a period of time (as determined by a combination of Dispel's internal and external monitoring systems) during which a large number of Users are unable to log into the service, view their dashboard, and reach any asset they have permission to reach and valid current access to.
5. **"Incident"** means any error, defect, failure, or abnormality in the Software or Services.
6. **"Region Health"** means the remote access network is performing according to the then-current Documentation.
7. **"Resource Operations"** means the ability for authorized Administrators to create, read, update, and delete Region resources including hubs, and entry and exit points.
8. **"Support"** means the support services described in Section 2 of this Schedule A.
9. **"Support Plan Tier"** means the tier of support service the customer has purchased.

10. **"Uptime"** means the percentage of total possible minutes the applicable Service Feature was available in a given calendar quarter during the applicable Order Term.
11. **"VDI Health"** means the functionality of a VDI is performing according to the then-current Documentation.
12. **"VDI Management"** means the ability to create, read, update, and delete VDI stack sizes. This also includes showing VDI usage for authorized users.
13. **"Wicket Health"** means the Wicket is performing according to the then-current Documentation.

Incidents

1. Customer may report Incidents to Dispel through either the Service via the Dispel messenger system (the "Support Channel") or by email at support@dispel.com ↗. This Support Channel and email inbox are Continuously Monitored. Dispel actively responds to Incident submissions at the customer's Support Plan Tier.
2. Customer will provide information and cooperation to Dispel as reasonably required for Dispel to provide Support. This includes, without limitation, providing the following information to Dispel regarding any reported Incidents: (i) aspects of the Services that are unavailable or not functioning correctly; (ii) the Incident's impact on Users; (iii) start time of the Incident; (iv) list of steps to reproduce the Incident; (v) relevant log files or data; and (vi) wording of any error message.
3. Dispel's support personnel will assign a severity level ("**Severity Level**") to each Incident in accordance with the table below and respond within the timeframe set forth:

Severity Level	Description	Response Time
Severity 1 (Urgent)	The Service is completely inaccessible for a large number of users, or numerous	Basic Plan Initial Response: 4 business hours Update Frequency: 8 business hours Premium Plan

	major functions are unresponsive or inoperable.	<p>Initial Response: 2 hours Update Frequency: 4 hours</p> <p>Mission Critical Plan Initial Response: 1 hour Update Frequency: 2 hours</p>
Severity 2 (High)	Operation of the Software or Service is critically affected (not responding to requests, serving content, or permitting remote access) for a large number of users; no workaround available.	<p>Basic Plan Initial Response: 6 business hours Update Frequency: 12 business hours</p> <p>Premium Plan Initial Response: 4 hours Update Frequency: 8 hours</p> <p>Mission Critical Plan Initial Response: 2 hours Update Frequency: 4 hours</p>
Severity 3 (Normal)	Software or Service is responding and functional but performance is degraded, and/or Incident has potentially severe impact on operation of the Software or Service for multiple users.	<p>Basic Plan Initial Response: 12 business hours Update Frequency: 24 business hours</p> <p>Premium Plan Initial Response: 6 business hours Update Frequency: 12 business hours</p> <p>Mission Critical Plan Initial Response: 3 hours Update Frequency: 6 hours</p>
Severity 4 (Low)	Non-critical issue; low significant impact on performance of the Software	<p>Basic Plan Initial Response: 24 business hours Update Frequency: Reasonable best effort</p> <p>Premium Plan Initial Response: 24 business hours</p>

or Service but user experience may be affected.	Update Frequency: Reasonable best effort
	Mission Critical Plan Initial Response: 6 hours Update Frequency: 24 hours

4. Dispel will have no obligation to provide Support to the extent a reported Incident arises from: (a) use of the Software or Service by Customer in a manner not authorized in this Agreement or the applicable Documentation; (b) general Internet problems, force majeure events or other factors outside of Dispel’s reasonable control; (c) Customer’s equipment, software, network connections or other infrastructure; or (d) third party systems, acts or omissions. If Customer purchased the subscription to the Software or Service through a reseller, Dispel may have no obligation to provide Support depending on Customer’s agreement with the reseller and Dispel.

Uptime

1. **Service Level.** The Uptime calculation for each Service Feature that may be included with the applicable Services is described below (“Uptime Calculation”). If Dispel does not meet a Service Level in any calendar quarter during the applicable Order Term, Customer will be entitled to receive service credit to Customer’s account (“Service Credits”) based on the calculation below (“Service Credits Calculation”).
- a. **Premium Plan:** Dispel will maintain at least 99.9% Uptime for Online Service hosted by Dispel and at least 99% Uptime for Network Service hosted by Dispel (“Service Levels”).
 - b. **Mission Critical Plan:** Dispel will maintain at least 99.99% Uptime for Online Service hosted by Dispel and at least 99.9% Uptime for Network Service hosted by Dispel (“Service Levels”).

Service Feature	Uptime Calculation	Service Credits Calculation
		A Service Credits claim shall be based on either (not both) of the following calculations:

<p>Online Services</p> <ul style="list-style-type: none"> • Access Request Forms • VDI Management • Device Operations • Resource Operations 	$(T - D) / T$ <p>Where T equals the total minutes in a calendar quarter, and D is Downtime.</p>	<ul style="list-style-type: none"> • 10% of the amount Customer paid for a Service Feature in calendar quarter where the Uptime for that Service Feature was less than 99.9%, but equal to or greater than 99.0%; or, • 25% of the amount Customer paid for a Service Feature in a calendar quarter where the Uptime of that Service Feature was less than 99.0%.
<p>Network Services</p> <ul style="list-style-type: none"> • Region Health • VDI Health • Wicket Health 	<p>Same as above.</p>	<p>A Service Credits claim may be based on either (not both) of the following calculations:</p> <ul style="list-style-type: none"> • 10% of the amount Customer paid for a Service Feature in calendar quarter where the Uptime for that Service Feature was less than to 99.0%, but equal to or greater than 98.0%; or, • 25% of the amount Customer paid for a Service Feature in a calendar quarter where the Uptime of that Service Feature was less than 98.0%.

2. **Exclusions.** Downtime resulting from the following is excluded from the Uptime Calculation:

- Weekly scheduled upgrades;
- Emergency maintenance to patch a critical vulnerability or resolve a bug;

- c. Any Amazon Web Service or Microsoft Azure downtime or scheduled maintenance;
- d. Failure of internet connectivity, power, or other infrastructure between Customer environment and Dispel;
- e. Factors outside Dispel's reasonable control, including force majeure events;
- f. Customer's equipment, services, or other technology;
- g. Customer's acts, omissions, or misuse of the applicable Services, including any violation of this Agreement; or,
- h. Customer suspension due to customer's breach of their agreement.
- i. In addition, Dispel shall not be responsible for any Downtime if Customer has specified the location of Region or dashboard deployments, uses their own cloud or on-premises environments, or deploys virtual wickets onto non-Dispel approved hardware.