

EarthRanger™ — End User License Agreement

Last Updated: October 1, 2021

This End User License Agreement (“**EULA**”) is a legal agreement between you (“**Customer**” or “**you**”), as a user on behalf of a customer entity, organization, park, or site (“**Customer Site**”), and The Allen Institute for Artificial Intelligence (“**AI2**”). All references to “Customer” and “you” hereinafter are inclusive of both the Customer Site and individual users of the Customer Site. This EULA governs Customer’s access and use of AI2’s cloud-based, software-as-a-service Domain Awareness System currently known as EarthRanger™, including all websites, Content, software, systems, and instances, operated by AI2 in connection with EarthRanger™ (collectively, the “**SaaS Service**”), Applications, and associated support and related services (“**Support Services**”) that are made available or provided to Customer by AI2 (collectively, the “**EarthRanger Services**”). “**Content**” means all content, data, images, maps, media, reports, documentation, and other materials that are included or may be available on or through the SaaS Service. Some Content may be subject to additional third party terms and conditions (“**Third Party Terms**”).

This EULA hereby incorporates by reference the following EarthRanger terms, agreements, policies and appendices: (1) EarthRanger Customer Data and Privacy Policy (“**Privacy Policy**”), (2) Service Level Agreement, attached hereto as [Exhibit A](#) (“**SLA**”), (3) any other written agreement signed by AI2 or AI2’s authorized licensors regarding your use of EarthRanger Services, and (4) any other written policies or guides that AI2 may provide or make available in connection with EarthRanger Services, including without limitation, the most current [AI2 Business Partner Code of Conduct](#). All of the foregoing, together with this EULA, is collectively referred to herein as the “**Agreement**.”

By clicking your acceptance, accessing, or using any EarthRanger Services, you agree to be legally bound by all the terms and conditions of the Agreement. You represent and warrant that you have the legal capacity and the full right, power, and authority to consent, enter and bind your Customer Site to the Agreement in accordance with applicable laws. You agree that effective as of the date of your acceptance or agreement to this EULA (“**Acceptance Date**”), any existing signed customer agreement between you and AI2 regarding your use of EarthRanger Services dated before your Acceptance Date (“**Existing Agreement**”) is hereby terminated in its entirety and replaced with this EULA. The Existing Agreement will not be incorporated or made part of the Agreement, and therefore will have no legal effect as of the Acceptance Date. The Agreement represents the entire understanding and agreement between you and AI2 regarding the EarthRanger Services, and hereby supersedes all prior and contemporaneous oral or written understandings or agreements, unless and to the extent any written agreements signed by an officer of AI2 clearly state that its terms supersede any specific provisions of this EULA. If you do not agree to any of the terms or conditions of this EULA or the Agreement, your sole and exclusive remedy is to discontinue your use of EarthRanger Services.

1. **Access and Use.** Upon installation of the SaaS Service, AI2 will issue to your Customer Site a certain number of user accounts to access and use the EarthRanger Services (“**User Account(s)**”). A User Account gives Customer access to the web interface of the Customer Site’s account on EarthRanger for internal use only. Subject to your compliance with the Agreement, AI2 grants to you a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, terminable, royalty-free license to access and use the SaaS Service through your User Account solely for your internal purposes. You hereby represent and warrant that all information you provide in connection with your User Account is truthful and accurate. You agree to safeguard your User Account and associated credentials, as it is your sole responsibility to maintain and

prevent unauthorized access or use by third parties. AI2 reserves the right to take any action, including any equitable and legal remedies, if you misuse, misappropriate, or use EarthRanger Services in any unlawful manner or in violation of the Agreement.

2. **Content.** Subject to your compliance with the Agreement, AI2 grants to you a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, terminable, royalty-free license solely for you to access and use the Content via a web connection over the Internet solely for your internal purposes. You will not use the Content for any other purpose without obtaining advance written permission from AI2. Certain Content may contain materials that are subject to Third Party Terms. You agree that it is your sole responsibility to comply with such Third Party Terms, and AI2 will have no liability to you or for your use of any Content that is subject to Third Party Terms. AI2 may add, update, modify, remove, or delete any Content at any time in its sole discretion.

3. **Features; Applications.**

a. **Features.** Any web interface characteristics, display of Content, user functions, or other standard features of the SaaS Service ("**Features**") are subject to change without notice or liability to you. AI2 in its sole discretion may add, remove, change, update, upgrade, modify, suspend, discontinue, or terminate any Features from time to time, and will have no obligation to make any specific Features available to you. If AI2 offers or makes any optional Features available through the SaaS Service ("**Optional Features**"), you may be subject to additional terms or fees in order to access or use them. Optional Features include any custom or non-standard configurations, add-ons, or deployments of the SaaS Service that your Customer Site may request. Optional Features may also include use of or integrations with third party APIs. AI2 may accept or reject any Customer requests for Optional Features in its sole discretion, and will solely determine the form, method, and timing for implementing any Optional Features. In order to access or use certain Features, you must enable AI2 to send you alerts, notifications, or communications via email, SMS, or other messaging services ("**Alerts**"). If you opt-in, subscribe, or otherwise enable AI2 to send you Alerts, you hereby consent to receive Alerts through the method or modes of contact associated with your User Account or that you otherwise provide to AI2. You acknowledge and agree that you cannot opt out of receiving any legal or administrative notices from AI2 using such contact information. Please see the "General EarthRanger Privacy Policy" section of the Privacy Policy for more information on AI2's data privacy practices with respect to any personal information you provide to receive Alerts.

b. **Applications.** AI2 may develop mobile applications or other optional software applications for use in conjunction with the SaaS Service ("**Applications**"). AI2 may provide or make Applications available for download via third party platforms (e.g. Google Play store). Unless AI2 notifies you otherwise, Applications are not necessary to use the SaaS Service and intended to be optional add-ons to supplement the SaaS Service. Accordingly, Applications are not subject to the SLA and AI2 may make any updates, fixes, enhancements, or modifications to Applications at any time with or without notice. AI2 reserves the right to delete, suspend, or remove an Application at any time in its sole discretion and has no obligation to make any Applications available for ongoing or continued use once it is made available. If Customer uses any Application that employs GPS or location tracking technology, Customer agrees to comply with all local laws and regulations related to the location tracking, surveillance, or monitoring of Customer Site's

employees, and will obtain any permits, provide any notices, or obtain employee consents as necessary. Please see the “General EarthRanger Privacy Policy” section of the Privacy Policy for more information on AI2’s data privacy practices with respect to any location data or other personal information that may be collected through your use of any Applications.

4. **Customer Data.** Customer owns all Customer data that is uniquely entered or uploaded through the SaaS Service for your Customer Site, whether entered manually by you, or transferred or uploaded via integration with another source (e.g. sensor or radio) (“**Customer Data**”). If you access or use any Optional Feature to connect, transmit, or integrate your Customer Data through the SaaS Service with a third party product or device (e.g. Garmin inReach), you consent and agree to AI2 sharing and transferring your Customer Data with the respective third party provider of the product or device. AI2 will maintain all Customer Data in accordance with the Privacy Policy. Unless Customer provides written consent otherwise, AI2 will only access or use your Customer Data to provide you the EarthRanger Services as permitted and further described in the Privacy Policy and SLA. You represent and warrant that you own or have all the necessary rights, licenses, or authorizations to Customer Data that is used with EarthRanger Services. You further represent and warrant that Customer Data does not and will not infringe, misappropriate, or otherwise violate any third party rights. You acknowledge that any Customer Data, whether directly or indirectly transmitted through the SaaS Service, may affect the accuracy of information made available through EarthRanger Services, including the display or visualization of Content. You agree that AI2 does not guarantee and has no obligation to verify, correct, or oversee the accuracy of any Customer Data. To the extent allowed in the Privacy Policy, you hereby grant AI2 and its licensees a non-exclusive, worldwide, royalty-free, paid-up license to use, copy, and make derivative works of Customer Data for the purpose of providing, maintaining, supplementing, or improving the EarthRanger Services.
5. **Support Services.** Unless your Customer Site receives support or related services from AI2’s authorized channel partner, AI2 will provide you the Support Services as described in the SLA. Support Services consist of AI2’s standard support and maintenance services, including basic L1 and L2 remote support. AI2 reserves the right to update or modify the SLA and any specific support offerings at any time and in its sole discretion. AI2 will notify you of any significant changes to the SLA by providing you at least 30 days prior written notice using the methods provided in Section 17 (Notices; Amendments).
6. **Term; Termination.** Subject to your compliance with the Agreement, you may access and use the EarthRanger Services until either you or AI2 terminate the Agreement. You may terminate the Agreement at any time by requesting termination and deletion of your User Account by sending an email to info@earthranger.com. AI2 may terminate the Agreement at any time by providing you at least 90 days prior written notice by posting such notice through your User Account or issuing such notice to the email associated with your User Account. For clarity, AI2’s termination right is with respect to your (i.e. Customer Site’s) use of EarthRanger Services, and not the SaaS Service generally. AI2 will provide at least two years notice prior to any permanent discontinuation of the SaaS Service or termination of the overall EarthRanger program.
7. **Effect of Termination.** In the event of any termination of the Agreement, AI2 will make available to you all of your then-existing Customer Data in a commonly used, industry-accepted format, or as mutually agreed in writing between AI2 and Customer, for a period of one year following the

termination date. All terms and provisions in the Agreement that may be reasonably interpreted to survive termination will survive.

8. **Intellectual Property**. AI2 and its licensors exclusively own and will retain all right, title, and interest in and to the SaaS Service, Applications, and EarthRanger™, including all associated software, technology, updates, upgrades, enhancements, modifications, copies, and derivative works thereof, and any and all feedback, analyses, recommendations, materials, or other outputs generated from the provision of EarthRanger Services (excluding Customer Data), together with all patents, trademarks, trade secrets, copyrights, moral rights, and all other proprietary or intellectual property rights that is or may be embodied or included in the foregoing (collectively, “**AI2 IP**”). Customer acknowledges and agrees that AI2 IP will at all times remain the sole property of AI2 and/or its licensors. No ownership interest or rights in any part of the EarthRanger Services is transferred, assigned, or otherwise given to you under the Agreement. AI2 reserves all rights not expressly granted herein.
9. **Use Restrictions**. You will not rent, sell, lease, distribute, lend, market, export, or grant a sublease of your User Account or your license to use the EarthRanger Services to any other party. You will not (and will not attempt to) reverse engineer, decompile, or disassemble the EarthRanger Services. You will not publish or disclose any Content that is not publicly available to others outside of your Customer Site without obtaining advance written permission from AI2, which AI2 may provide via email.
10. **Your Responsibilities**. You represent and warrant that you will not use (and will not encourage, assist, or enable others to use) the EarthRanger Services in the following ways:
 - a. For commercial purposes of any kind, including resale, distribution, or development of a competitive product or service, except and to the extent as authorized in writing in advance by AI2;
 - b. Violate AI2's, its affiliates', or any third party's rights, including any breach of confidentiality, privacy, intellectual property, or proprietary rights;
 - c. Use any robot, spider, site search/retrieval application, or other automated device, process, or means to access, retrieve, scrape, or index any portion of the EarthRanger Services, except only as available through AI2-approved APIs;
 - d. Remove or modify any copyright, trademark, or other proprietary rights notices that appear on any portion of the EarthRanger Services or on any Content;
 - e. Gain or attempt to gain unauthorized access to the EarthRanger Services, Features, other user accounts, computer systems, servers, or networks used in connection with EarthRanger Services through hacking, phishing, social engineering, or any other means;
 - f. Take or attempt to take any action that causes an unreasonable or disproportionate load on the EarthRanger Services or otherwise make excessive traffic demands of the EarthRanger Services;
 - g. Transmit or upload any computer viruses, worms, exploits, Trojan horses, or other harmful materials using your User Account or otherwise through the EarthRanger Services;
 - h. Use or attempt to use any device, software, or routine that interferes with the proper working of the EarthRanger Services, including any security-related features;

- i. Use or attempt to use EarthRanger Services for anything other than its intended purpose as described in the Agreement;
- j. Use or attempt to use EarthRanger Services in any manner that is contrary to or inconsistent with AI2's or EarthRanger's mission as described on the EarthRanger main website;
- k. Use or attempt to use any Content in a manner that is illegal, obscene, harmful, or violates any Third Party Terms or third party rights;
- l. Endorse, promote, engage, or participate in any activities that are disparaging, harmful, or otherwise negatively impact the EarthRanger™ brand or AI2 's or its affiliates' reputation or business; or
- m. Violate the terms of the Agreement or any applicable laws.

AI2, in its sole discretion, may determine whether you have violated any terms of this EULA. AI2 reserves the right to immediately suspend, disable, revoke, or reinstate your User Account and your licenses to use the EarthRanger Services on a temporary basis at any time without notice or liability to you or other users if AI2 reasonably determines that: (i) you have violated any terms, conditions or obligations in this EULA, (ii) there is a force majeure event that is beyond AI2's reasonable control (e.g. act of God, war, terrorism, natural catastrophes, etc.), (iii) there is a threat of imminent harm to the security of the SaaS Service, or (iv) such action is necessary to comply with any court or government order, regulatory requirements, or applicable laws. In the event of the foregoing, AI2 will use commercially reasonable efforts to investigate or resolve the matter leading to suspension. AI2 reserves the right to permanently terminate your User Account and access to EarthRanger Services at any time in its sole discretion for material or repeated violations of this EULA.

11. **Confidentiality; Publicity.** AI2 will maintain the confidentiality of your Customer Data in accordance with the Privacy Policy. Any nonpublic information about the EarthRanger Services, AI2, or AI2's affiliates will be deemed AI2's confidential information. You agree to maintain AI2's confidential information in strict confidence, and will not disclose AI2's confidential information to any third parties without AI2's prior written consent. If you have executed a nondisclosure agreement with AI2, the terms of such nondisclosure agreement will govern your confidentiality obligations under the Agreement. This Agreement does not grant you permission to use AI2's name or trademarks. You agree that AI2 may use or reference your Customer Site's name or logo on the EarthRanger website as part of its customer list, or in connection with any marketing materials or external communications related to the EarthRanger Services. Please email info@earthranger.com if you wish to provide any specific requirements on AI2's use, or to opt-out of having your Customer Site be included in any of the foregoing.
12. **Feedback.** You acknowledge and agree that by using EarthRanger Services, you are consenting and agreeing to the disclosures and terms provided in the Privacy Policy. If you provide AI2 with any direct or indirect Feedback, you understand and agree that AI2 will own such Feedback. "Feedback" means, excluding Customer Data, any solicited or unsolicited comments, suggestions, ideas, feedback, data, analytics, metrics, or information that you transmit, submit, share, or otherwise provide to AI2 in connection with your use of the EarthRanger Services.
13. **Indemnification.** You will defend, indemnify, and hold harmless AI2, its affiliates, and related companies, and the officers members, directors, employees, agents, and representatives of each

(collectively, the “**Indemnified Parties**”) from and against any and all claims, losses, liability, damages, costs, expenses, or judgments, including all taxes, fines, penalties, interest, or reasonable attorneys’ fees, arising out of or related to (a) your use of the EarthRanger Services, (b) Customer Data, (c) your breach of any terms, conditions, or obligations in the Agreement, or (d) any alleged or actual infringement or misappropriation, by you or any party using your User Account, of the EarthRanger Services or any third party intellectual property, proprietary, or other rights. Indemnified Parties may assume the exclusive defense and control of any matter for which you are required to indemnify at your sole expense, and you agree to reasonably cooperate with an Indemnified Party’s defense of these claims. You agree to not settle any such matter or admit liability or fault on behalf of any Indemnified Party without its prior written consent. AI2 will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

14. **DISCLAIMER OF WARRANTIES.** THE EARTHANGER SERVICES ARE MADE AVAILABLE TO YOU ON AN “AS IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE” BASIS. AS SUCH, YOUR USE OF THE EARTHANGER SERVICES IS SOLELY AT YOUR OWN DISCRETION AND RISK. AI2 MAKES NO GUARANTEES, CLAIMS, OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE EARTHANGER SERVICES OR ITS SAFETY OR SECURITY. ACCORDINGLY, AI2, ITS AFFILIATED ENTITIES AND ITS LICENSORS ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MAY ARISE, FOR EXAMPLE, FROM THE EARTHANGER SERVICES’ INOPERABILITY, UNAVAILABILITY, OR SECURITY VULNERABILITIES, OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE EARTHANGER SERVICES. TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, AI2 AND ITS AFFILIATED ENTITIES AND LICENSORS, MAKE NO WARRANTIES AND HEREBY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
15. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL AI2 OR ANY OF ITS AFFILIATED ENTITIES BE LIABLE TO YOU, INCLUDING YOUR CUSTOMER SITE, YOUR AFFILIATED ENTITIES, OR ANY OTHER USERS OF EARTHANGER SERVICES, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, REPUTATIONAL HARM, OR ANY OTHER PECUNIARY LOSS), ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE EARTHANGER SERVICES, EVEN IF AI2 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, AI2’S AND ITS AFFILIATED ENTITIES’ MAXIMUM AGGREGATE LIABILITY TO YOU UNDER THE AGREEMENT AND UNDER ANY THEORY OF LIABILITY WILL NOT EXCEED THE TOTAL AMOUNT OF \$100 (US DOLLARS).
16. **Compliance.** You agree to comply with all applicable laws in your use of the EarthRanger Services, including but not limited to, the laws and regulations of the United States and the country or jurisdiction where you are located.
17. **Notices: Amendments.** You agree to receive any notices or communications in connection with the EarthRanger Services through your User Account or the email associated with your User Account. AI2 may modify or amend this EULA, SLA, Privacy Policy, and other written policies at any time in its sole discretion and will provide notice by updating the “last updated” date on the

applicable page. If AI2 makes any material changes to this EULA, SLA, or Privacy Policy, AI2 may additionally notify you using the email address associated with your User Account, by posting a notice to your User Account, or by including a notice of some form that is viewable in the web client when you access the SaaS Service. You acknowledge and agree that your continued use of the EarthRanger Services following any such amendments constitutes your acceptance of the amended terms, and it is solely your responsibility to check for and review any updates. No written consents, approvals or other agreements related to the EULA, SLA, or Privacy Policy will be valid or binding unless signed (where applicable) and issued by a duly authorized director, officer, or signatory of AI2.

18. **Governing Law.** The Agreement is governed by the internal laws of the State of Washington, U.S.A., without regard to conflict of law provisions. For any claim brought under the Agreement, you irrevocably submit to the personal and exclusive jurisdiction and venue of the state and federal courts having jurisdiction in King County, Washington, U.S.A.
19. **Miscellaneous.** The Agreement is non-exclusive. Neither you nor AI2 is obligated to enter into any future or other engagements with the other, nor is either party refrained from entering into any arrangements or agreements of the same or similar nature with third parties as contemplated herein. Customer is fully liable to AI2 for all individuals who use EarthRanger Services in connection with the Customer Site, whether such use is authorized or not. Nothing in the Agreement creates any employment, agency, partnership, joint venture, or similar relationship between you and AI2 (including its affiliated entities). You may not assign, transfer, sublicense, or delegate any obligations under the Agreement, in whole or in part, without AI2's prior written consent. Any attempted assignment by you will be null and void ab initio. AI2 may transfer, assign, sublicense, or delegate the Agreement, or any portions thereof, without restriction. Any delay or failure by a party to enforce any term or provision of the Agreement will not be deemed a waiver or consent to excuse any breach, or a waiver of any further rights hereunder. If any part of the Agreement is held to be illegal, invalid, or unenforceable, such term or provision will be deemed amended to achieve as close as possible the intent of the original language, and the remaining provisions will be unaffected and enforced to the maximum extent allowed by applicable law. To the extent there is any conflict between the terms of the EULA and Privacy Policy on one hand, and the terms of any other AI2 issued policies, guides, or documentation, the terms in the EULA and Privacy Policy will govern. All such other AI2 policies, guides and documentation are supplemental to this EULA, SLA and Privacy Policy, and will not be interpreted as having any inconsistent or limiting effect to the terms herein. The section titles in this EULA are for convenience only and have no legal or contractual effect.
20. **Questions.** For questions related to this EULA, please send an email to info@earthranger.com.

EXHIBIT A

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“**SLA**”) describes the Support Services that AI2 will provide to Customer as part of the EarthRanger Services, excluding any Applications. Capitalized terms used but not otherwise defined in this SLA will have the meanings set forth in the End User License Agreement (“**EULA**”) and the Customer Data and Privacy Policy (“**Privacy Policy**”).

1. **Availability.** AI2 will use commercially reasonable efforts to provide the SaaS Service with at least 99.5% uptime and availability (determined monthly), seven days a week, 24 hours per day, excluding any Excused Downtime. “**Excused Downtime**” means any interruptions, reduced availability, or unavailability that: (i) lasts less than 10 minutes in any 24 hour period; (ii) is caused by or results from Customer’s hardware or equipment; (iii) is caused by or results from any Third Party Product; (iv) is caused by or results from a communications or internet service, hosted or cloud service, or other outside service that is used by the SaaS Service; (v) is beyond the reasonable control of AI2; or (vi) occurs during any planned maintenance to the SaaS Service (“**Planned Maintenance**”).
2. **Planned Maintenance.** AI2 will provide Customer with at least five business days’ notice prior to any Planned Maintenance. Once a Planned Maintenance is scheduled, AI2 may later change the date and time with at least two business days’ notice. AI2 will provide notice of any Planned Maintenance by notifying you using the email address associated with your User Account, posting a notice to your User Account, or by including a notice of some form that is viewable on the web client when you access the SaaS Service.
3. **Installation.** Unless the SaaS Service is deployed through AI2’s authorized channel or deployment partner (“**Channel Partner**”), AI2 will provide remote installation and limited remote assistance for your Customer Site’s initial set-up and installation of the SaaS Service.
4. **Integrations.** AI2 may provide technical integrations between the SaaS Service and certain Third Party Products (as defined in the Privacy Policy), such as EarthRanger supported devices and sensors (“**Supported Sensors**”), and will provide Customer with the most current list of Supported Sensors upon request. AI2 will determine the form, method, and timing of any integration work, and may refuse any Customer requests in its sole and reasonable discretion. Customer acknowledges and agrees that the use of any Third Party Products with the SaaS Service is at Customer’s sole risk. Customer may be subject to additional terms and conditions with AI2 for its use of any Integrated Products (as defined in the Privacy Policy). AI2 is not obligated to provide any support or related services with respect to any Third Party Products. Customer is solely responsible for getting any bug fixes, upgrades, and support and maintenance services directly with the manufacturer or software provider of any Third Party Products. AI2 will have no liability to the Customer Site or any of its users for any issues caused by or resulting from Third Party Products.
5. **Definitions.**
 - a. “**L1 Support**” means first line support for basic and routine user issues, remote training, technical support, and basic help desk resolution of lower Severity Level support requests and usage issues. It is the main channel for support requests.

- b. **“L2 Support”** means development engineering support that requires access to the underlying source code of the SaaS Service software for resolution of technical issues escalated from L1 Support.
- c. **“Response Time”** means the time in which a response to a user’s support request or issue is made containing an adequate workaround, resolution, or a plan for a resolution.
- d. **“Severity Level”** means the severity designation of the bug, error, or issue affecting the SaaS Service, categorized based on the relative importance of an incident or problem as defined in the “Severity Level Table” below.
- e. **“Support Hours”** means the hours of operation when Support Services are available to users based on the applicable.

Severity Level Table			
Severity Level	Definition	Response Time	Support Hours
Sev1 Critical	An error that causes the SaaS Service to be either down, or functioning at a significantly reduced capacity. An event substantially impacting Customer’s business.	12 hours	24 hours a day, 7 days a week
Sev2 Major	A critical component of the SaaS Service is unavailable or not functioning as designed that significantly impacts a large number of users, but where there are workarounds providing for degraded but available service.	72 hours	At least 5 days a week, for at least 8 hours per day during typical business hours
Sev3 Normal	An error that causes partial or non-critical loss of functionality of the SaaS Service with limited business impact. A small number of affected users.	5 Business Days	At least 5 days a week, for at least 8 hours per day during typical business hours
Sev4 Minor	An error that causes minor impact on the SaaS Service, impacting a single user.	5 Business Days	At least 5 days a week, for at least 8 hours per day during typical business hours
Sev5 Low	A request for a new feature, documentation, or an explanation of the SaaS Service functionality.	5 Business Days	At least 5 days a week, for at least 8 hours per day during typical business hours

- 6. **L1 Support.** AI2’s Support Personnel will provide Customer with L1 Support based on its determination of the Severity Level. Customer may obtain L1 Support from a Channel Partner or a source other than AI2 (**“Outside Support”**) at any time. Customer understands that Outside Support may not be qualified to support EarthRanger, and agrees that the use of any Outside Support is at Customer’s sole risk. AI2 is not responsible for the quality, acts, or omissions of Outside Support, and therefore not liable for any damage or injury caused by Customer’s use of Outside Support. Customer further acknowledges that AI2 has no control over any pricing, fees, or other commitments that may be quoted, charged, or issued by Outside Support, and agrees that Customer is solely responsible for any issues or disputes that may arise from Customer’s engagement with or use of Outside Support.
 - a. **Customer Support Requests.** Customer may report an issue with the SaaS Service or request Support Services by submitting the applicable form through the EarthRanger web client or by sending an email to support@earthranger.com. Support Personnel may

may receive training from a Channel Partner, and may request more information from AI2 about such Channel Partners and available services using the email herein.

12. **Entire Agreement.** Except for the Support Services expressly set forth in this SLA, AI2 has no obligation to provide Customer with any other support or related services in connection with the SaaS Service.
13. **Questions.** For questions or general inquiries about this SLA, please email support@earthranger.com.