



END USER SUBSCRIPTION LICENSE AGREEMENT

This End User Subscription License Agreement (the "EULA") when accepted as described herein constitutes a binding agreement between MENTIS, Inc., doing business as Mage Data, a U.S. corporation existing under the laws of the State of Delaware, with offices at 3 Columbus Circle, 15th Floor, New York, NY 10019 ("Mage Data") and _____, a _____ corporation, located at _____ ("End User"), each a Party and jointly the "Parties."

MAGE DATA PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS LICENSE AND ON THE CONDITION THAT END USER ACCEPTS AND COMPLIES WITH THEM. BY DOWNLOADING, INSTALLING OR OTHERWISE USING THE SOFTWARE, END USER (A) ACCEPTS THIS LICENSE AND AGREES THAT END USER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENTS AND WARRANTS THAT END USER HAS THE RIGHT, POWER, AND AUTHORITY TO ACCEPT THIS LICENSE AND BIND END USER TO ITS TERMS. IF END USER DOES NOT AGREE TO THE TERMS OF THIS LICENSE, MAGE DATA WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO END USER AND END USER MUST NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE OR DOCUMENTATION.

1. DEFINITIONS

"Derivative" includes any form or partial form of the Software or Services that has been recast, transformed, improved, expanded, modernized, or adapted. Moreover, derivative works may consist of improvements, upgrades, bug fixes, enhancements, annotations, elaborations, methodologies, or other modifications not specified here. All derivative works without exception are the intellectual property of Mage Data.

"Product Documentation" means operating manuals, user instructions, technical literature, written procedures, rules, and all other related materials concerning the Products and Services, including but not limited to the descriptions of the functional, operational and design characteristics of the Products and the items of programming, systems, and data base documentation, and documentation for installation and use.

"Intellectual Property" means and includes, to the extent recognized under applicable Law, patents, patent applications, copyrights (including rights in computer software), trademarks, service marks, trade dress, trade names, business names, internet domain names, e-mail address names, trade secrets, moral rights, database rights, customer lists, design rights, know-how, techniques, processes, methods, inventions (whether patentable or not), conceptions, discoveries, improvements, chip designs, mask works, proprietary information, technical information, specifications, and all other rights of authorship and intellectual and industrial property rights, and other equivalent or similar rights which may subsist anywhere in the world, in all cases whether registered or unregistered, including any form of application for any of the foregoing, and including any goodwill relating thereto.

In addition, any and all methods, techniques, programming codes, custom scripts, algorithms and/or like work developed by Mage Data, including any modifications, adaptations, derivative works, and enhancements developed during the Subscription Term, whether or not in performance of services related to the Subscription, are the intellectual property of Mage Data.

“License” means the grant of End User access to Software and its functions under an End User License Agreement.

“License Entitlement Certificate” means the document that specifies the parameters and metrics for any licensed Software and includes Software download links and keys to enable the End User to access and use the Software for any pre-paid portion of a Subscription Term.

“Source Code” means program source code, specifications, programmers’ comments and notes, and all other materials (including assembly, linkage and other utilities) and documents reasonably necessary or desirable to enable a reasonably skilled programmer to understand, maintain, amend and enhance the Product without reference to any other person or documentation whether in eye-readable or machine-readable form.

“Software” and **“Product”** mean any computer software program provided in object code format and any upgrades, enhancements, releases, improvements, adaptations, modified versions, updates, or derivatives made to the Software which may contain, among other things, error corrections or other changes to the functionality, compatibility, capabilities, performance, efficiency, or quality of such Software. Mage Data is not obligated to update, upgrade, enhance, or improve the Software.

“Subscription” means the licensing model wherein End Users pay for a Product License in annual installments. A Subscription commits the End User to a set term of years (the **“Subscription Term”**), which may not be terminated for convenience and is subject to the Mage Data End User Subscription License Agreement.

“End User Subscription License Agreement” (“EULA”) means rights specified in a binding agreement, including the rights to download, install, and use the licensed Products as set forth in therein.

“Upgrades” and **“enhancements”** are terms that refer to version releases, patches, bug fixes, new code, documentation, functionality enhancements, and other modifications of the Software which may be made from time to time at the discretion of Mage Data and which may be provided in a generally available release to the End User.

“Version” means the assignment of unique version names or numbers to identify unique published states of the Software.

2. SUBSCRIPTION LICENSE GRANT AND SCOPE

Subject to and conditioned upon receipt of payment for the Subscription and End User’s compliance with all of the terms and conditions of this EULA and the Product Documentation, Mage Data hereby grants to End User a non-exclusive, non-transferable, non-sublicensable, non-refundable license during the Subscription Term to use the Software named in the License Entitlement Certificate, as delimited therein, and solely as set forth in this Section 2.

This License grants End User the right, during the Subscription Term:

- A. To have installed and to use, access, run or otherwise interact with the licensed Software, solely for End User's internal business purposes;
- B. To make up to two copies of the Software in machine-readable form for backup, testing, and/or disaster recovery or as mutually agreed;
- C. To use Product Documentation and standard maintenance and support services;
- D. To use fixes, patches, enhancements, and other modifications made to the Software, when and if incorporated into a deliverable or version release; and
- E. Use any other updates and upgrades to the licensed Software that are made generally available for the Software.

End User acknowledges and agrees that the Software licensed under this EULA may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder. End User warrants that it will not export or re-export any Products licensed under this EULA into any country in violation of such controls or any other laws, rules, or regulations of any country, state, or jurisdiction. Notwithstanding the foregoing, Mage Data specifically disclaims the applicability of the United Nations Convention on Contracts for the International Sale of Goods.

3. INTELLECTUAL PROPERTY OWNERSHIP AND RESTRICTIONS

- A. No Transfer of Intellectual Property. Nothing in this EULA will function to transfer any of Mage Data's Intellectual Property rights to End User. Mage Data retains all ownership and intellectual property rights to the Software, to derivative or other work or processes as described in Article 3, and to all copies of the Software, documentation, and related work materials.
- B. Retention of Existing Intellectual Property. Mage Data retains exclusive interest in and ownership of its Intellectual Property developed before this EULA or developed outside the scope of this EULA.
- C. Derivatives. All work related to and/or derivative of its Software and Services is the property of Mage Data.
- D. Rights Reserved. This license gives End User the limited right to use the Software as outlined in this EULA. All rights not specifically granted in this EULA, including all underlying United States and international copyrights, are reserved by Mage Data.
- E. Restrictions. End User shall not rent, lease, or sublicense the Software to any third party. End User shall not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. Except as described in Article 2, Section 2.2.B above, End User may not make or distribute additional copies of the Software without the consent of Mage Data.

4. TERM AND TERMINATION

- A. EULA Term. Unless terminated earlier according to this section, this License shall have a term commencing and ending on the Subscription start and end dates set out in the License Entitlement Certificate.
- B. Termination. Mage Data and End User shall each have the right to terminate this EULA in the event of a material breach of the terms hereof by the other Party which is not cured within thirty (30) calendar days following receipt of written notice thereof specifying the material breach.
- C. If End User modifies the Software or allows a third party to modify the Software, Mage Data shall have the right immediately to terminate this EULA and the licenses granted herein.
- D. Neither Party may terminate for convenience.
- E. Effect of Termination.
 - 1) Termination for Cause. Termination for material breach shall void any Purchase Order and also void any and all Subscriptions and Licenses granted hereunder.
 - 2) Default by Nonpayment. Nonpayment of annual subscription fees that is not cured in accordance with this section will result in a cancellation or suspension of the affected License(s). In such a case, the outstanding annual installments through the remainder of the Subscription Term, and any and all services rendered to the date of cancellation, will be due and payable upon cancellation or suspension.

5. LIMITED WARRANTIES

- A. Mage Data warrants that the Software will operate in all material respects consistent with all related Product Documentation.
 - a. Mage Data specifically rejects responsibility for any warranties made by third parties as to the products or services.
- B. Mage Data warrants that it shall take all available steps to ensure that no viruses or malware are coded or introduced by/as a result of using the Products or services of Mage Data.
- C. Mage Data represents and warrants that Mage Data has secured all rights and title in the Software, including all requisite certificates, authorizations, and permits for granting this license.
- D. Mage Data represents, warrants, and undertakes that the use or possession by End User of licensed Products or services will not subject End User to any claim for infringement of any Intellectual Property Rights of any third party.
- E. The Mage Data undertakes to defend and hold harmless the End User and its Affiliates from and against any claim or action that the use or possession of the

Software by the End User or any of its Affiliates infringes the Intellectual Property Rights of a third party (the IPR Claim) and shall indemnify the End User and each of its Affiliates from and against any and all losses, damages, costs (including reasonable legal and other professional fees) expenses and other liabilities incurred by or awarded against the End User or any of its Affiliates as a result of or in connection with any IPR Claim.

- F. If any IPR Claim is made, or in the Mage Data's reasonable opinion is likely to be made, against the End User or any of its Affiliates, the Mage Data shall promptly and at its own cost and expense modify or replace the infringing part so as to avoid the infringement or alleged infringement without diminishing or curtailing in any material respect the value of the license.
- G. Mage Data shall have no responsibility for any claims arising from (i) unauthorized modifications of the Product made by the End User or End User's affiliates if such IP claim would not have arisen but for such modifications, or (ii) use of the Product in combination with any equipment, software, or services not provided by or authorized by Mage Data provided such claim would not have arisen but for the combination.
- F. Modifications to Software. Notwithstanding anything to the contrary herein, should End User make any changes to the Software or unauthorized changes to its installation, or allow a third party to make such changes, then all undertakings, warranties, remedies, and other obligations of Mage Data as set forth herein are void.

WARNING

RESTRICTIONS - ISCRAMBLE

ISCRAMBLE (STATIC DATA MASKING OR "SDM") IS AN IRREVERSIBLE PROCESS AND THUS MAY ONLY BE RUN AGAINST A NON-PRODUCTION DATABASE. END USER ACKNOWLEDGES THIS NOTIFICATION, AND WILL ENSURE THAT ALL ITS EMPLOYEES, CONTRACTORS, AND OTHERS WORKING WITH ISCRAMBLE UNDERSTAND THIS RESTRICTION. END USER RELEASES MAGE DATA FROM ANY AND ALL LIABILITY RELATED THE BREACH OF THIS RESTRICTION.

Warranty Disclaimer.

THE SOFTWARE AND PRODUCT DOCUMENTATION ARE PROVIDED TO END USER "AS IS." MAGE DATA DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION. THE WARRANTIES IN THIS SECTION 5 CONSTITUTE THE SOLE WARRANTIES PROVIDED BY MAGE DATA WITH RESPECT TO THE SOFTWARE AND SERVICES PROVIDED PURSUANT UNDER THIS LICENSE AND PURSUANT TO ALL AGREEMENTS BETWEEN THE PARTIES. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED. MAGE DATA EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. MAGE DATA PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET THE END

USER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OR MEET ANY PERFORMANCE OR RELIABILITY STANDARDS.

6. EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY

- A. Mage Data's entire liability and End User's exclusive remedy for breach of the foregoing warranties or this EULA shall be repair or replacement of the affected Software or media, or reperformance of the Services without additional charge to the End User. In a case where Mage Data is unable to repair or replace the Software under the following conditions, then upon return of the affected Software, Mage Data shall return the applicable fees, pro-rated from date of breach, which End User has paid during the previous year. These conditions for repair and replace are:
- 1) Within fifteen (15) business days where Mage Data has appropriate access to End User resources and systems, or
 - 2) Within a mutually agreed-upon timeframe where such access is limited.
- B. No breach occurs when changes have been made to End User's systems or to the licensed Software by End User that create adverse conditions for the install except as authorized in any Documentation provided by Mage Data. In such cases, Mage Data may agree to repair or replace at End User's cost.

ALL RISK PERTAINING TO THE PERFORMANCE OR USE OF THE SOFTWARE REMAINS WITH THE END USER. IN NO EVENT WILL MAGE DATA BE LIABLE TO THE END USER OR ANY THIRD PARTY FOR ANY INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, ANY DELAYS, INTERRUPTION OR LOSS OF SERVICES, ANY LOSS OF BUSINESS OR GOODWILL, ANY LOSS OR CORRUPTION OF DATA, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST VALUE, LOST PROFITS OR LOST SAVINGS, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF MAGE DATA HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. MAGE DATA'S ENTIRE LIABILITY FOR DAMAGES HEREUNDER FROM ANY CAUSE RELATED TO OR ARISING FROM THIS EULA, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO THE AMOUNT OF FEES PAID TO MAGE DATA UNDER THIS EULA DURING THE SIX MONTHS PRIOR TO ACCRUAL OF END USER'S CLAIM.

LICENSE FEES REFLECT AND ARE SET IN RELIANCE UPON THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS EULA.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

7. CONFIDENTIALITY

- A. Each Party may have access to information that is confidential to the other Party ("Confidential Information"). Confidential Information shall include any information

that is clearly identified in writing as confidential at the time of disclosure as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Such information includes, but is not limited to:

- 1) Information concerning Disclosing Party's business, including information related to the management, operations, Products and Product strategies, pricing, intentions, cost information, profits, sales information, accounting and unpublished financial information, financial projections, financial results, business plans, markets and marketing methods, customer lists and customer information, customer or employee sensitive information, other records, purchasing techniques, supplier lists and supplier information and advertising strategies;
 - 2) Information concerning Disclosing Party's employees, including salaries, strengths, weaknesses and skills;
 - 3) Information acquired from Disclosing Party's customers, suppliers, employees, consultants or co-venture partners;
 - 4) Information which arises out of or relates to the analysis and evaluation of the Confidential Information and/or the use thereof by the receiver of such information; and
 - 5) Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect Disclosing Party's business.
- B. Confidential Information shall also include the Software, algorithms, protocols, interfaces, source code, object code, derivative Products or processes, Documentation, database information and any proprietary tools, proprietary knowledge or proprietary methodologies disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), or which the Receiving Party may gain access to or knowledge of at any time, as a result of the performance of the obligations of this EULA.
- C. The Receiving Party shall observe complete confidentiality with respect to the Confidential Information and shall use its best efforts and take all reasonable steps to protect the Confidential Information from any use, reproduction, publication, disclosure, or distribution except as specifically authorized by this EULA.
- D. The Receiving Party agrees to use all reasonable precautions to prevent the unauthorized disclosure, use or dissemination of the other Party's Confidential Information, and not to use or disclose any Confidential Information for any purpose other than fulfillment of the obligations of the provision of or use of the licensed software.
- E. Receiving Party agrees that in the event that a subcontractor or other person other than regular employees of the Receiving Party shall be exposed to Confidential Information, the Receiving Party shall obtain from that subcontractor or other person a confidentiality agreement imposing obligations on them of the type contained herein.

The Receiving Party shall inform its employees exposed to the Confidential Information of their requirement to honor the obligations of this EULA.

- F. The above-stated obligations of confidentiality shall not apply to information which is: (i) already in the possession of the Receiving Party without an obligation of confidentiality at the time of disclosure; (ii) rightfully furnished to the Receiving Party by a third party without a breach of a nondisclosure obligation; (iii) publicly available without breach of this EULA (in the public domain); (iv) released for disclosure by the Receiving Party with the written consent of the Disclosing Party; (v) furnished by the Disclosing Party to a third party without restriction on subsequent disclosure; or (vi) independently developed by the Receiving Party without reference to or reliance on any Confidential Information of the Disclosing Party. The Receiving Party shall have the burden to show the applicability of any exclusion in this paragraph through documented evidence.
- G. Notwithstanding the termination or expiration of this EULA, whether in part or in whole, each Party's duties with respect to the other Party's Confidential Information shall continue indefinitely after the time of disclosure.

8. GENERAL

- A. Survival. Section 3 (Intellectual Property Ownership and Restrictions), Section 5 (Limited Warranties), Section 6 (Exclusive Remedies and Limitation of Liability), Section 7 (Confidentiality), and any terms in this EULA which by their nature must survive after the Term to give their intended effect shall be deemed to survive termination or expiration of this EULA.
- B. Severability. If any provision of this EULA is for any reason held to be invalid, illegal or unenforceable, the remaining provisions of this EULA shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intention of the Parties underlying the original provision.
- C. Waiver. The waiver of any provision of this EULA or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both Parties. No failure or delay by either Party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.
- D. Headings. The descriptive headings of the sections of this EULA are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof. In this EULA, unless the context otherwise requires, (a) the term "days" means calendar days; and (b) the term "including" shall mean, "including, without limitation."
- E. Assignment. Neither this EULA nor any part hereof may be assigned by either Party without the other Party's prior written consent, and any attempted assignment is void. Any merger, reorganization, transfer of substantially all assets of a Party, or other change in control or ownership will be considered an assignment for the purposes of this EULA. Notwithstanding the foregoing, only notice and not consent

will be required for Mage Data to assign this EULA, or certain Statement of Work, or both, as part of a divestiture of all or substantially all of the assets of Mage Data's Software business to an acquirer.

- F. Force Majeure. Nonperformance of either Party will be excused to the extent that performance is rendered impossible by fire, flood, earthquakes, hurricanes and other similar storms and other natural calamities, strike, governmental acts, orders or restrictions or other similar reasons where failure to perform is beyond the control and not caused by the negligence of the non-performing Party.
- G. Precedence. In the event of any inconsistency between this EULA (not including the License Schedules) and any Purchase Order, the provisions of this EULA shall govern, except for provisions in the Purchase Order that set out the license and its scope, and pricing and payment terms.
- H. Entire Agreement. This EULA and its attachments represents the entire agreement between the Parties as to the matters set forth herein and supersedes all prior discussions or understandings between them, whether written or oral, concerning the subject matter hereof. This EULA may only be amended or modified by a writing signed by an authorized representative of each of Mage Data and End User. Any such amendment shall expressly state that it is intended to amend, modify, or supplement this EULA.
- I. Governing Law. The performance of Mage Data and End User under this EULA shall be controlled and governed by the laws of the state of Delaware, excluding conflicts of law provisions. Each of Mage Data and End User hereby waives all defenses of lack of personal jurisdiction and forum non conveniens related thereto.

On behalf of the End User, the undersigned agrees to the terms and conditions of this License as of the date below. The individual or individuals who sign this EULA below represent(s) that such person(s) is/are fully authorized to bind the End User to the terms and conditions herein.

Signature:

Typed Name: _____

Title: _____

Date: _____

Additional End User Signature (if required):

Typed Name: _____

Title: _____

Date: _____

Exhibit 1

SUBSCRIPTION LICENSE STANDARD TECHNICAL SUPPORT AND MAINTENANCE TERMS

Mage Data shall provide End User with the Technical Support and Maintenance services as listed herein while End User is a current subscriber.

Technical Support and Maintenance is included with the Subscription for Software licensed in any Schedule to this EULA. Technical Support and Maintenance expires with the expiration of any subscription term.

TECHNICAL SUPPORT AND MAINTENANCE SERVICES

- A. Mage Data shall respond to unlimited communications from End User that (i) report any Software failures not previously reported to Mage Data and (ii) request assistance on the operational aspects of the Software.
- B. Standard Support Hours are 8:00am to 7:00pm EST, Monday through Friday, excluding US holidays.
- C. Contact methods: via email at support@magedata.ai.
- D. Escalation and Severity Priority Levels. Mage Data shall make commercially best attempts to promptly resolve End User's reported problems. If Mage Data cannot promptly resolve inquiries reported by End User, Mage Data shall provide End User with a fix or work-around as promptly as is commercially reasonable according to the Severity Priority Levels defined in the Severity Priority Chart on the final page of this Exhibit.
 - 1) If the Priority Level is not selected by the customer, the ticket will default to Priority 3 until evaluated by Mage Data.
 - 2) Mage Data reserves the right to reclassify the Priority Level at any time if Mage Data reasonably believes the classification is incorrect. Mage Data team members may increase the Priority Level if the situation is deemed to be more urgent than originally reported.
 - 3) If End User anticipates a special project that will require Mage Data support to be available during the project, a two-week notice period will be required to arrange for this support.
- E. Routine patches and bug fixes and other corrections to the Software will be made available to End User when made generally available.
- F. Mage Data may make new versions and releases of the Software available to End User that include applicable enhancements and upgrades, if and when Mage Data makes them generally available. Not all releases are applicable to all environments
- G. Mage Data reserves the right to retire old versions and cease support.
- H. Any **enhanced support and maintenance services** for the duration of the Subscription Term may be requested and, if accepted by Mage Data, will be provided **at an additional annual cost**.

Severity Priority Chart

During non-standard support hours, Mage Data will respond to inquiries as detailed below.

Standard

- A. During standard support hours, Mage Data will respond to inquiries within 12 hours from receipt of the inquiry.
- B. During nonstandard support hours, Mage Data will respond to inquiries within 24 hours from receipt. Standard support hours are, as stated in Clause B.
- C. Notwithstanding the foregoing, Mage Data will respond within 30 minutes to a call from End User which reports a critical Software condition which significantly impacts End User's production environment, or which makes the use or continued use of the Software impossible, with resolution as soon as possible under best efforts.

Severity Level	Definition and Requirements	Examples	First Response	Work-around after Response	Fix
P1 Business Critical	<p>Definition: Applicable only to Production and affecting business-critical operations, or Represents a complete loss of service or business critical feature with no workaround.</p> <p>Requirements: Customer selection of P1 indicates Customer will have continuous commitment to 24x7 availability to Mage Data' team and 24x7 engagement with Mage Data through issue resolution. Otherwise, Mage Data may, at its discretion, reduce case priority to P2.</p>	<ul style="list-style-type: none"> • Users cannot access or use a business critical production application 	<p>90 Minutes</p> <p>Mage Data will evaluate the issue and confirm Priority Level</p>	<p>8 hours</p>	<p>5 Business Days</p>

	<p>Delays caused by non-availability of Customer resources will pause the clock on Mage Data response time.</p> <p>Exclusions: P1 <u>does not</u> include development issues or problems in staging environments.</p>				
<p>P2 Degraded Service</p>	<p>Definition: A partial service failure or mild degradation. Customer is able to access some, but not all business resources.</p> <p>Requirements: Customer will maintain required availability to Mage Data through issue resolution, as determined by Mage Data on a case-by-case basis.</p> <p>Delays caused by non-availability of Customer resources will pause the clock on Mage Data response time.</p> <p>Otherwise, Mage Data may, at its discretion, reduce case priority to P3.</p> <p>Exclusions: P2 <u>does not</u> include development issues or problems in staging environments.</p>	<ul style="list-style-type: none"> • Service is not business critical but is down and not accessible by users; • Service is slowed to such a degree that multiple users cannot log in, resulting in consistent access errors or similar issues; • Non-production instance of the software is unavailable. 	<p>Customer Report during Standard Support Hours: response within 12 hours</p> <p>Customer Report during non-Standard Support Hours: response within 24 hours</p>	16 Business Hours	10 Business Days
<p>P3 Minor Service Impact</p>	<p>Definition: Customer is able to access almost all business resources but is experiencing intermittent issues and</p>	<ul style="list-style-type: none"> • Service is slow or occasionally intermittent 	<p>Customer Report during Standard Support Hours: response within 12 hours</p>	5 Business Days	21 Business Days

	reduced quality of service, but a workaround may be available.		Customer Report during non-Standard Support Hours: 24 hours		
P4 Negligible Service Impact	Definition: How-To requests, or minor access or service issue but Customer is able to access business resources	<ul style="list-style-type: none"> • How-To help • Features questions • Enhancement Requests 	Customer Report during Standard Support Hours: response within 12 hours Customer Report during non-Standard Support Hours: 24 hours	As discussed with user	Enhancement Requests to be evaluated by Mage Data