

**EXHIBIT A  
SUPPORT POLICY AND SERVICE LEVEL AGREEMENT**

This Virtana Support Policy and Service Level Agreement (“**Policy**”) is subject to the agreement between you (“**Customer**”) and Virtual Instruments Inc., DBA Virtana. (“**Virtana**”) under which Virtana provides the Service that references this Policy (“**Agreement**”). This Policy describes Virtana’s support offering provided by Virtana’s technical support team (“**Virtana Support**”) in connection with support requests related to bugs, defects, or errors in the Service causing it not to perform in material conformance with the Documentation (“**Errors**”). This Policy also describes the service level commitments applicable to the Service. This Policy may be updated by Virtana from time to time upon notice (which may be provided through the Service or by posting an updated version of this Policy). Capitalized terms not defined in this Policy shall have the meaning given to them in the Agreement.

1. **General Support Offering.** Virtana will provide Customer with email and online support, Monday through Friday, from 5:00 a.m. to 5:00 p.m. Pacific Time (United States), excluding designated Virtana company holidays (“**Business Hours**”). Customer may only designate Users as support contacts (“**Customer Contacts**”). Virtana shall provide English-speaking remote assistance to Customer Contacts for questions or issues arising from any Errors, as further described in this Policy, including troubleshooting, diagnosis, and recommendations for potential workarounds for the duration of Customer’s subscription to the applicable Service.

2. **Contacting Virtana Support.** Customer Contacts may contact Virtana Support by submitting a support request in the Virtana Platform Product, or via email, or URL as listed in the Virtana Web Site (“**Virtana Support Portal**”) solely for purposes of having the support request submitted (collectively, a “**Support Case**”). All Customer Contacts must be reasonably trained in the use and functionality of the Service and the Virtana Documentation and shall use reasonable diligence to ensure a perceived Error is not an issue with Customer equipment, software, or internet connectivity.

3. **Submission of Support Cases.** Each Support Case shall (a) identify the Customer’s account that experienced the error, (b) include information sufficiently detailed to allow Virtana to duplicate the Error (including any relevant error messages), and (c) provide contact information for the Customer Contact most familiar with the issue. The Support Case will default to a Normal (P3) priority and can be modified to a higher priority by Virtana Support or modified to a lower priority by mutual agreement between the Customer and Virtana Support.

4. **Error Response.** Upon receipt of a Support Case, Virtana Support will perform an initial diagnosis to attempt to determine the Error and assign the applicable priority level (“**Priority Level**”) based on descriptions in Table 1. All target response times (“**Initial Response Time**”) shall be as set forth in the table below. If Customer notifies Virtana of a reasonable basis for disagreeing with Virtana’s designated Priority Level, the parties will discuss in an effort to come to mutual agreement. If disagreement remains after discussion, each party will escalate within its organization and use good faith efforts to mutually agree on the appropriate Priority Level.

5. **Priority Levels.** Table 1 below states the Priority Levels and Initial Response Time:

Priority level	Description	Initial Response Time
P1 - Urgent	An Urgent (P1) Issue means the Service is severely impacted or completely shut down or there is an Error in the Service that makes Customer’s use of the Service impossible, with no alternative available.	Within 2 Business Hours
P2 - Critical	A Critical (P2) Issue means the Service is functioning with limited capabilities or the Service is unstable with periodic interruptions.	Within 4 Business Hours
P3 – Normal	A Normal (P3) Issue has a medium-to-low impact on the Service but does not prevent Customer from accessing and using critical functionality of the Service.	Within 12 Business Hours
P4 - Low	A Low (P4) Issue has low-to-no impact on Customer’s access to and use of the Service, including but not limited to cosmetic issues, general questions, billing inquiries, requests for new features, product enhancements, or documentation.	Within 24 Business Hours

6. **Bug Fixing.** Virtana will investigate Support Cases concerning suspected Errors within the Service for which bug fixes may be required. Virtana will use commercially reasonable efforts to promptly correct the Error or provide a workaround to permit Customer to use the Service substantially in conformance with the applicable Documentation. A workaround resolution may be provided by Virtana Support as required. A permanent resolution will be provided in production when available.
  
7. **Service Level Commitment.**
  - 7.1. **Uptime Commitment.** During the Subscription Term, Virtana will make the Service available an average of at least 99.50% of the time, measured on a monthly basis, excluding (a) scheduled downtime, or (b) any unavailability or downtime caused by any circumstance excluded under Section 8 below ("**Service Level Commitment**").
  
  - 7.2. **Additional Termination Right.** Customer may terminate the affected Order on written notice to Virtana in the event that Virtana fails to meet Service Level Commitment for three (3) consecutive months in any rolling twelve (12) month period, in which case Customer shall receive a pro-rata refund of pre-paid Fees remaining for the then-current Subscription Term.
  
8. **Policy Exclusions.** Virtana will have no liability for any failure to meet the Service Level to the extent arising from: (i) use of the Service by Customer or its Users other than as authorized under the Agreement, Order, or Documentation; (ii) errors or unavailability of Customer Data or Third Party Applications that provide the same for use with the Service; (iii) Customer or User equipment, networks, or devices; (iv) third party acts, or services and/or systems not provided by Virtana or Virtana's contractors; (v) scheduled maintenance, (vi) general Internet problems, or other factors outside of Virtana's reasonable control, including force majeure events; (vii) evaluation, beta, demonstration, non-production, free tier or proof-of-value uses or versions of the Service. Virtana will have no obligations to provide support for Third Party Applications or services, or for custom scripts or code not native to the Service. Additionally, if Customer desires technical or professional services from Virtana, including but not limited to services related to data modeling, code development, migration, or product training, then Customer and Virtana must enter into a mutually executed SOW for such services.